



## Commitment for Title Insurance

Title Officer: Team Sound Transit  
Email: SoundTransitRequests@ctt.com  
Title No.: 240824-SC

Property Address:

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)

**Effortless, Efficient, Compliant, and Accessible**

**SUBDIVISION**

Issued By:



Guarantee/Certificate Number:

**240824-SC [ROW  
LL302.1]**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

**GUARANTEES**

Central Puget Sound Regional Transit Authority, a regional transit authority

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**  
701 5th Avenue, Suite 2700  
Seattle, WA 98104

Countersigned By:

Joe Knipp  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

| ISSUING OFFICE:   |  |  |
|---|--|--|
| Title Officer: Team Sound Transit<br>Chicago Title Company of Washington<br>701 5th Avenue, Suite 2700<br>Seattle, WA 98104<br>Main Phone: (206)628-5610<br>Email: SoundTransitRequests@ctt.com |  |  |

**SCHEDULE A**

| Liability  | Premium  | Tax     |
|------------|----------|---------|
| \$1,000.00 | \$650.00 | \$66.63 |

Effective Date: March 11, 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:

**Parcel A:**

Lot 8, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington;

EXCEPT the East 30 feet for road as conveyed by deed recorded under [Recording Number 2308132](#);

TOGETHER WITH that portion of Lot 9, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington, described as follows:

Beginning at the Northwest corner of said Lot 9;  
 Thence South 87°47'40" East a distance of 612.0 feet;  
 Thence South 0°30'22" West a distance of 28 feet;  
 Thence North 87°47'40" West a distance of 612.0 feet;  
 Thence North 0°30'22" East to the Point of Beginning.

**Parcel B:**

That portion of Lots 13 and 14 in Block 6 of Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats at Page 71](#), records of Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said Lot 13;  
 Thence South 87°47'40" East along the South line of said Lot 13, a distance of 30.01 feet to the True Point of Beginning;  
 Thence continuing South 87°47'40" East along the South line of said Lot 13, a distance of 380.00 feet;  
 Thence North 00°30'22" East, a distance of 118.00 feet;  
 Thence South 89°29'38" East, a distance of 172.46 feet to an intersection with the Westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by deed recorded Mary 28, 1963 under Snohomish County [Recording Number 1616068](#) records of Snohomish County, Washington;  
 Thence North 15°41'11" East, along said Westerly margin a distance of 7.31 feet;  
 Thence North 01°41'01" East, along said Westerly margin a distance of 207.49 feet;  
 Thence North 00°18'10" East, along said Westerly margin a distance of 2.18 feet to an intersection with the line common to said Lots 13 and 14;  
 Thence North 87°47'40" West along said common line, a distance of 200.11 feet;

**SCHEDULE A**

(continued)

Thence North 00°18'10" East, a distance of 23.20 feet;  
Thence North 89°29'38" West, a distance of 358.30 feet to an intersection with a line parallel with and lying 30.00 feet Easterly of the West line of said Lots 13 and 14;  
Thence South 00°32'22" West along said parallel line, a distance of 352.56 feet to the True Point of Beginning.

**Parcel C:**

That portion of Lot 13, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 13;  
Thence South 87°47'40" East along the South line of said Lot 13, a distance of 410.01 feet to the True Point of Beginning of this description;  
Thence continue South 87°47'40" East along the South line of said Lot 13, a distance of 140.40 feet to an intersection with the Westerly margin of Primary State Highway No. 1-E as conveyed to the State of Washington by deed recorded under [Recording Number 1480106](#), records of Snohomish County, Washington;  
Thence North 15°41'11" East along said Westerly margin, a distance of 126.32 feet;  
Thence North 89°28'38" West, a distance of 172.46 feet;  
Thence South 0°30'22" West, a distance of 118.00 feet to the True Point of Beginning.

**Parcel D:**

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington, lying South of 200th Street Southwest, as conveyed to Snohomish County by deed recorded under [Recording Number 1831291](#), records of Snohomish County, Washington, described as follows:

Commencing at the intersection of the South right of way line of 200th Street Southwest with the West right of way line of Primary State Highway No. 1;  
Thence West along said South line 200 feet;  
thence South parallel to said West line 205 feet;  
Thence East parallel to said South line 200 feet;  
Thence North along said West line 205 feet to the True Point of Beginning;

EXCEPT the North 2 feet thereof acquired by the City of Lynnwood in Snohomish County Superior Court Cause No. [80-2-01472-1](#); and

EXCEPT that portion conveyed to the City of Lynnwood for additional right of way for 200th Street Southwest under [Recording Number 9003200610](#), records of Snohomish County, Washington;

TOGETHER with that portion of vacated 44th Avenue West adjoining or abutting thereon, which, upon vacation, attached to said premises by operation of law pursuant to City of Lynnwood Ordinance No. 1746, recorded March 20, 1990, under [Recording Number 9003200609](#), records of Snohomish County, Washington.

**Parcel E:**

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of said Lot 14;

**SCHEDULE A**

(continued)

Thence South 87°47'40" East along the South line of said Lot 14, a distance of 30.01 feet;  
Thence North 00°30'22" East parallel with the West line of said Lot 14, a distance of 12.56 feet to the True Point of Beginning of this description;  
Thence continuing North 00°30'22" East a distance of 189.94 feet to an intersection with the South margin of 200th Street Southwest;  
Thence South 88°07'20" East along said South margin, a distance of 357.75 feet to an intersection with a line drawn parallel with and lying 200.00 feet West of the Westerly margin of Primary State Highway 1-E as conveyed to the State of Washington by deed recorded under [Recording Number 1616068](#);  
Thence South 00°18'10" West along said parallel line, a distance of 181.37 feet to a point from which the True Point of Beginning bears North 89°29'38" West;  
Thence North 89°29'38" West a distance of 358.30 feet to the True Point of Beginning;

EXCEPT the North 2 feet thereof condemned by the City of Lynnwood in Judgment and Decree of Appropriation entered February 10, 1981 in Snohomish County Superior Court Cause No. [80-2-01472-1](#); and

EXCEPT that portion thereof conveyed to the City of Lynnwood by deed recorded under [Recording Number 8007250096](#); and

EXCEPT that portion conveyed to Central Puget Sound Regional Transit Authority by deed recorded under [Recording Number 200301220939](#), records of Snohomish County, Washington.

**Parcel F:**

That portion of Lots 9, 10, 11 and 12, Block 6, Alderwood Manor, according to the plat thereof recorded in [Volume 9 of Plats, Page 71](#), records of Snohomish County, Washington, lying Northwesterly of the Northwesterly right-of-way line of SR 5, East 200th Street to Swamp Creek, and Northeasterly and Northerly of a line described as beginning at a point on the West line of said Lot 9, from which the Southwest corner of said Lot 10 bears South 00°30'22" West, 586.12 feet;  
Thence South 43°42'55" East 526.72 feet to a point;  
Thence South 60°06'38" East 291.86 feet to a point;  
Thence South 88°25'33" East 80 feet to a point;  
Thence South 88°09'11" East 134.82 feet to a point on the Northwesterly line of said SR 5 right-of-way and the end of this line description;

EXCEPT that portion described as follows:

Beginning at the Northwest corner of said Lot 9;  
Thence South 87°47'40" East a distance of 612.00 feet;  
Thence South 0°30'22" West a distance of 28 feet;  
Thence North 87°47'40" West a distance of 612.00 feet;  
Thence North 0°30'22" East to the Point of Beginning.

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

Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit, as to Parcels A, B, C, D and E; and

State of Washington, as to Parcel F

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

**SCHEDULE A**  
(continued)

**END OF SCHEDULE A**

**SCHEDULE B**

## GENERAL EXCEPTIONS

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

## SPECIAL EXCEPTIONS

**The following matters affect Parcels A, B, C, D and E:**

1. Relinquishment of access to State Highway Number 1 and of light, view and air by Deed:

Grantee: State of Washington  
Recording Dates: August 28, 1961 and September 5, 1961  
[Recording No.:](#) [1480106](#), and  
[Recording No.:](#) [1481452](#)

Affects: Parcels B and C

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

Granted to: City of Lynnwood, a municipal corporation  
Purpose: Utilities  
Recording Date: November 27, 1963  
[Recording No.:](#) [1658398](#)  
Affects: A portion of Parcels B and C as described in document

3. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed:

In favor of: Snohomish County  
Recording Date: December 14, 1965  
[Recording No.:](#) [1831291](#)

Affects: Parcel D

4. Reservations and exceptions contained in the Deed as set forth below:

Grantor: Conrad A. Hill and Cora F. Hill, his wife  
Grantee: Hugh S. Ferguson and Jane A. Ferguson, his wife  
Dated: October 12, 1973  
Recording Date: October 16, 1973  
[Recording No.:](#) [2316456](#)

Said document provides for, among other things, the following:

The Seller's hereby expressly saves, excepts and reserves out of the grant hereby made unto themselves, their successors and assigns, forever all oil, gases, coals, ores, minerals and fossils of every name, kind or description and which may be in or upon said lands (see document for full particulars).

Affects: Parcel A

**SCHEDULE B**  
(continued)

5. 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 and General Telephone Company of the Northwest, Inc.  
Purpose: Underground electric transmission and distribution line, telephone communication wires and all necessary or convenient appurtenances  
Recording Date: January 28, 1974  
[Recording No.:](#) [2327079](#)  
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.  
  
Affects: Parcel A

Note: The interest of Public Utility District No. 1 of Snohomish County in said easement was extinguished by notice recorded under [recording no. 200305301834](#).

6. 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 and General Telephone Company of the Northwest, Inc.  
Purpose: An electric distribution line, telephone or telegraph communication wires, and other necessary or convenient appurtenances  
Recording Date: April 17, 1974  
[Recording No.:](#) [2336369](#)  
Affects: A portion of Parcel A as described in document

7. Reservations and exceptions contained in the Deed as set forth below:

Grantor: Conrad A. Hill and Cora F. Hill, also known as Fern C. Hill, husband and wife  
Grantee: Phase Linear Corp.  
Dated: October 12, 1973  
Recording Date: June 16, 1976  
[Recording No.:](#) [7606160188](#)

Said document provides for, among other things, the following:

The Seller's hereby expressly saves, excepts and reserves out of the grant hereby made unto themselves, their successors and assigns, forever all oil, gases, coals, ores, minerals and fossils of every name, kind or description and which may be in or upon said lands (see document for full particulars).

Affects: Parcel A

8. 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 plat of survey:

[Recording No.:](#) [7808070215](#)

Affects: Parcels B, C and E



**SCHEDULE B**  
(continued)

9. Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the document

Recording Date: March 23, 1979  
[Recording No.:](#) [7903230319](#)

Modification(s) of said covenants, conditions, restrictions and easements:

Recording Date: January 20, 1982  
[Recording No.:](#) [8201200130](#)

Affects: Parcels B, C and E

10. 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 transmission and distribution line, telephone communication wires and other necessary or convenient appurtenances  
Recording Date: May 22, 1979  
[Recording No.:](#) [7905220301](#)  
Affects: A portion of Parcel B as described in document

11. 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 site survey:

[Recording No.:](#) [7911010350](#)

Affects: Parcels B and E

12. 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 transmission and distribution line, communication wires and other necessary or convenient appurtenances  
Recording Date: January 29, 1980  
[Recording No.:](#) [8001290119](#)  
Affects: A portion of Parcels B, D and E as described in document

**SCHEDULE B**  
(continued)

13. 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 transmission and distribution line, telephone communication wires and other necessary or convenient appurtenances  
Recording Date: January 29, 1980  
[Recording No.:](#) [8001290171](#)  
Affects: Portions of Parcel B as described in document
14. "Single Unit" Agreement and the terms and conditions thereof:
- Between: Dean Echelbarger, et al; and Levitz Furniture Company of Washington, Inc.  
And: City of Lynnwood  
Recording Date: March 31, 1980  
[Recording No.:](#) [8003310323](#)  
Affects: Parcels B, C and E
15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Lynnwood, a municipal corporation  
Purpose: Slopes and construction of retaining walls  
Recording Date: July 25, 1980  
[Recording No.:](#) [8007250099](#)  
Affects: Portions of Parcel A as described in document
16. 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 survey:
- [Recording No:](#) [8505015001](#)  
Affects: Parcel D
17. Conveyance of access rights only and of light, view and air by Deed:
- Grantee: State of Washington  
Recording Date: December 27, 2002  
[Recording No.:](#) [200212270390](#)  
Affects: Parcel A

**SCHEDULE B**  
(continued)

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

Granted to: Puget Sound Energy, Inc., a Washington corporation  
 Purpose: One or more utility systems for transmission, distribution and sale of gas and electricity  
 Recording Date: January 7, 2003  
[Recording No.:](#) [200301070237](#)  
 Affects: A portion of Parcel B

Note: The description contained in the above instrument is not sufficient to determine its exact location within the property herein described.

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

Granted to: Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington  
 Purpose: Sidewalk and utilities together with appurtenances thereto  
 Recording Date: January 22, 2003  
[Recording No.:](#) [200301220940](#)  
 Affects: A portion of Parcel E as described and delineated in document

An assignment of the beneficial interest under said easement which names:

Assignee: City of Lynnwood, a municipal corporation  
 Recording Date: May 19, 2004  
[Recording No.:](#) [200405190652](#)

20. 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 and Verizon Northwest Inc.  
 Purpose: Electric distribution line facilities, communication wires and/or cables and other necessary or convenient appurtenances  
 Recording Date: July 21, 2003  
[Recording No.:](#) [200307210905](#)  
 Affects: Portions of Parcel A as described and delineated in document

21. Conveyance of access rights only and of light, view and air by Deed:

Grantee: Central Puget Sound Regional Transit Authority, a regional transit authority  
 Recording Date: April 13, 2004  
[Recording No.:](#) [200404130719](#)

Said deed includes the following recital:

Reserving unto said Grantor, its successors and assigns, a Type C off and on approach, which is not to exceed 36 feet in width. Said approach is for commercial truck access only.

Affects: Parcel B

**SCHEDULE B**  
(continued)

A conveyance of the beneficial interest under said deed which names:

Grantee: State of Washington Department of Transportation  
Recording Date: July 14, 2008  
[Recording No.:](#) [200807140438](#)

22. 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 and Verizon Northwest Inc.  
Purpose: Electric distribution line facilities, communication wires and/or cables and other necessary or convenient appurtenances  
Recording Date: September 29, 2004  
[Recording No.:](#) [200409290770](#)  
Affects: Portions of Parcel D as described in document

Said easement is a re-recording of easement recorded under [recording no. 200406290885](#).

23. Relinquishment of access and of light, view and air by Deed:

In favor of: State of Washington  
Recording Date: November 10, 2004  
[Recording No.:](#) [200411100178](#)

Affects: A portion of Parcel A

24. Covenants, conditions and restrictions 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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 in the document

Recording Date: November 10, 2004  
[Recording No.:](#) [200411100178](#)

Affects: A portion of Parcel A

25. 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 and Verizon Northwest Inc.  
Purpose: Electric distribution line facilities, communication wires and/or cables and other necessary or convenient appurtenances  
Recording Date: December 29, 2004  
[Recording No.:](#) [2004122900009](#)  
Affects: A portion of Parcel C as described in document

**SCHEDULE B**  
(continued)

26. 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 and Verizon Northwest, Inc.  
Purpose: Electric distribution line facilities, communication lines, fiber optic cables and any other necessary or convenient appurtenances  
Recording Date: December 29, 2004  
[Recording No.:](#) [200412290042](#)  
Affects: A portion of Parcel B as described in document

27. 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 and Verizon Northwest Inc.  
Purpose: Electric distribution line facilities, communication lines, fiber optic cables and any other necessary or convenient appurtenances  
Recording Date: November 19, 2009  
[Recording No.:](#) [200911190452](#)  
Affects: A portion of Parcel D as described and delineated in document

28. An instrument entitled: Drainage Facility Maintenance Covenant Hold Harmless Agreement and the terms and conditions thereof:

Executed by: Darin E. O'Kelley; Chevron USA  
In favor of: City of Lynnwood  
Recording Date: February 23, 2010  
[Recording No.:](#) [201002230407](#)

Which among other things provides: Release of the City of Lynnwood from all future claims for damages resulting from the construction, maintenance and operation of a drainage system.

Reference is hereby made to said document for full particulars.

Affects: Parcel D

29. 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, and Frontier Communications Northwest Inc.  
Purpose: Electric distribution line facilities, communication lines, fiber optic cables and any other necessary or convenient appurtenances  
Recording Date: February 1, 2013  
[Recording No.:](#) [201302010532](#)  
Affects: A portion of Parcel B as described in document

**SCHEDULE B**  
(continued)

30. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by unrecorded survey:

Prepared by: Inca Engineers  
Dated: May 14, 2001  
Job No.: 98011A/99097B

## Matters shown:

- A) Evidence of possible unrecorded easement for overhead utility wires and mast arms along the Westerly portion, up to 3.2 feet, and an underground conduit located along the Westerly boundary of said land.
- B) Fire hydrant encroachment lying within the Northwesterly portion of said land.
- C) Water meter encroachment along the Westerly boundary of said land.
- D) Any question as to the boundary along the North line of said land, and the rights of parties in possession, due to the meandering of the rockery wall, up to 2.4 feet to the North, and 0.7 feet to the South, of the North line.

Said matters also are disclosed by recitals contained in deed recorded under [recording no. 200111130721](#).

Affects: Parcel A

31. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Recording Date: June 22, 2016  
[Recording No.: 201606225003](#)

## Matters shown:

- A) 6' chain link fence crosses property line between subject premises and property adjoining on the Northeast;
- B) Portions of power panel lie outside of utility easements in Northeasterly corner of subject premises;
- C) Asphalt parking areas extend Easterly of Easterly property line into right of way for 44th Ave W;
- D) Chain link fence not conforming to Southerly property line;
- E) Concrete sidewalk with handrail, power transformer on concrete pad, and concrete utility vault straddle Southerly property line;
- F) Power junction boxes, street lights and power pole lie along or near Westerly property line;
- G) Manhole straddles Northerly property line.

Affects: Parcel B

32. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Recording Date: June 22, 2016  
[Recording No.: 201606225003](#)

## Matters shown:

- A) Variations between locations of chain link fence, concrete retaining wall with 3' tall handrail, and Southerly line;
- B) Building on subject premises runs along Southerly property line;
- C) Asphalt parking area and extruded curbs extend Easterly of Easterly line into right of way for 44th Ave W.

Said matters also are disclosed by recitals contained in deed recorded under [recording no. 201708220753](#).

Affects: Parcel C

**SCHEDULE B**  
(continued)

33. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey:

Recording Date: June 22, 2016  
Recording No.: [201606225003](#)

Matters shown:

- A) 1' concrete block wall lies Easterly of Westerly line;
- B) 6' chain link fence crosses property lines in the Southwest corner of subject premises;
- C) 1.8' wide block wall lies North of South line and extend into right of way for 44th Avenue W;
- D) Sign, asphalt drive, landscaping, curbs and walkway extend into right of way for 44th Avenue W;
- E) Traffic camera & control box lie within Northerly portion of subject premises without apparent benefit of recorded easement;
- F) Asphalt drive, landscaping, curbs, and walkway extend into right of way for 200th Street SW;
- G) Questions, if any, relating to location of additional improvements with respect to interior boundary lines.

Affects: Parcel D

34. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by unrecorded survey:

Prepared by: Lin & Associates  
Dated: May 9, 2019  
Job No.: 1518

Matters shown:

- A) Variations between locations of fences and lines of record description;
- B) Several electrical and telephone facilities lie outside of easement area in Northwest portion of subject premises;
- C) Underground power line serving light pole on adjoining property may cross Northeast corner of subject premises;
- D) Gas line to meter on building on subject premises and buried communications line to building on subject premises may be on Easterly neighbor property;
- E) Apparent public drainage system through subject premises without benefit of recorded easement;
- F) Underground electric an telephone lines run through Westerly portion of subject premises without apparent benefit of recorded easement.

Affects: Parcel E

35. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Nos.: 003726 006 008 00, 003726 006 013 01, 003726 006 013 02,  
003726 006 014 01 and 003726 006 014 06

Levy Code: 00452

Assessed Value-Land: \$39,397,600.00 (aggregate)

Assessed Value-Improvements: \$5,490,500.00 (aggregate)

Affects: Parcels A, B, C, D and E

**SCHEDULE B**  
(continued)

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

Year: 2024  
 Tax Account No.: 003726 006 008 00  
 Levy Code: 00452  
 Assessed Value-Land: \$8,618,200.00  
 Assessed Value-Improvements: \$772,600.00

Special Charges:  
 Billed: \$65.08  
 Paid: \$0.00  
 Unpaid: \$65.08

Affects: Parcel A

37. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.  
 Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at [CapChargeEscrow@kingcounty.gov](mailto:CapChargeEscrow@kingcounty.gov).

\* A map showing sewer service area boundaries and incorporated areas can be found at:  
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

38. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Assignment and Assumption of Lease  
 Lessor: Washington State Department of Transportation  
 Lessee: K & F Chang LLC  
 Recording Date: February 26, 2014  
[Recording No.:](#) [201402260089](#)

Affects: Parcels C and E

39. Administrative Possession and Use Agreement and the terms and conditions thereof:

Between: Central Puget Sound Regional Transit Authority, a Washington regional transit authority  
 And: K & F Chang LLC, a Washington limited liability company  
 Recording Date: July 13, 2017  
[Recording No.:](#) [201707130700](#)

Affects: Parcel C

40. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.



**SCHEDULE B**  
(continued)**The following matters affect Parcel F:**

41. Relinquishment of access to State Highway Number 1 and of light, view and air by Deed:

Grantee: State of Washington  
 Recording Date: August 28, 1961  
[Recording No.:](#) [1480105](#)

42. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in agreement and quit claim deed:

Granted to: City of Lynnwood, a municipal corporation  
 Purpose: Underground utility facilities  
 Recording Dates: December 28, 1979 and March 31, 1980  
[Recording No.:](#) [7912280315](#), and  
[Recording No.:](#) [8003310324](#)  
 Affects: Portions of said premises as described in document

Note: Pursuant to the provisions contained in said agreement and quit claim deed, the City of Lynnwood conveyed its interest in those certain easement rights acquired by instruments recorded under [recording no. 1658397](#), [recording no. 1658398](#) and [recording no. 1809565](#) to the State of Washington.

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

Granted to: Central Puget Sound Regional Transit Authority, a regional transit authority  
 Purpose: Ingress and egress  
 Recording Date: November 10, 2004  
[Recording No.:](#) [200411100178](#)  
 Affects: A portion of said premises as described in document

44. 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 survey:

[Recording No.:](#) [201902065009](#)

45. 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 survey:

[Recording No.:](#) [202209135002](#)

[Record of Survey Link](#)  
[Light Rail](#)

**SCHEDULE B**  
(continued)

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

|                 |                                |               |
|-----------------|--------------------------------|---------------|
| Granted to:     | City of Lynnwood               |               |
| Purpose:        | Trail easement (non-exclusive) | WSDOT to City |
| Recording Date: | January 4, 2024                |               |
| Recording No.:  | <a href="#">202401040205</a>   |               |

47. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

|                              |                   |
|------------------------------|-------------------|
| Tax Account No.:             | 003726 006 009 00 |
| Levy Code:                   | 00452             |
| Assessed Value-Land:         | \$19,857,200.00   |
| Assessed Value-Improvements: | \$23,369,200.00   |

48. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990. Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at [CapChargeEscrow@kingcounty.gov](mailto:CapChargeEscrow@kingcounty.gov).

\* A map showing sewer service area boundaries and incorporated areas can be found at: <http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

49. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Ptns Lots 8-14, Block 6, Vol 9, Pg 71, STR 21-27-4, Snohomish County, WA  
Tax Account No.: 003726 006 008 00, 003726 006 013 01, 003726 006 013 02, 003726 006 014 01, 003726 006 014 06 and 003726 006 009 00

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

**END OF SCHEDULE B**

WARRANTY DEED

LIMITED ACCESS

1480105

In the Matter of Primary State Highway No. 1, East 200th St. to Swamp Creek

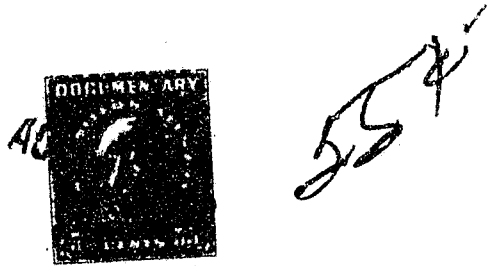
KNOW ALL MEN BY THESE PRESENTS, That the Grantor CLARENCE E. SMITH, as his separate property

for and in consideration of the sum of - - - TEN and NO/100 - - - - (\$10.00) - - - Dollars, and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in Snohomish County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

All that portion of the following described Parcel "A" lying Southeasterly of the following described line: Beginning at a point opposite Highway Engineer's Station LL469400 and 175 feet Northwesterly therefrom when measured at right angles to the LL line of Primary State Highway No. 1, East 200th Street to Swamp Creek; thence Northeasterly in a straight line to a point opposite Highway Engineer's Station LL477400 and 470 feet Northwesterly therefrom; thence Northeasterly in a straight line to a point opposite Highway Engineer's Station CW28400 and 80 feet Northwesterly therefrom when measured at right angles to the CW line of said highway.

PARCEL "A": Lots 11 and 12, Block 6, Alderwood Manor LESS the East 10 feet thereof; as per plat recorded in Volume 9 of Plats on page 71; records of Snohomish County; situate in the County of Snohomish, State of Washington.

NOTE: The East 10 feet referred to in the description is a part of Cedar Way.



The lands being conveyed herein contain an area 2.79 acres, more or less, the specific details of which are to be found within that certain map now of record and on file in the office of the Director of Highways at Olympia, and bearing date of approval March 28, 1961, revised June 27, 1961, and the center line of which is also shown of record in Volume "A" of Highway Plats, page 108, records of said County.

Also, the grantors herein convey and warrant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between said Primary State Highway No. 1, East 200th Street to Swamp Creek, and the remainder of said Parcel "A".

NO SALES TAX REQUIRED

AUG 28 1961

W. E. GAVES, Snohomish County Treasurer  
Deputy

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 7th day of August, 1961

*Clarence E. Smith*

Accepted and approved *S-22-61*

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS

By *[Signature]*  
Chief Right of Way Agent.

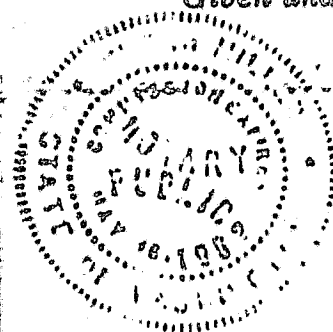
STATE OF WASHINGTON, }  
County of Snohomish } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 7th day of August, 1961 personally appeared before me Clarence E. Smith

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

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

*Clem Miller*  
*[Signature]*  
Notary Public in and for the State of Washington,  
Everett  
Residing at



6-29 X

1480105

WARRANTY DEED

FROM

Clarence E. Smith

TO

STATE OF WASHINGTON

IN

Snohomish County

VOL. OF DEEDS RECORDED  
PAGE OF REG

*State of Wash*  
1961 AUG 28 AM 9 49  
VOL 757 PAGE 45

DEPARTMENT OF HIGHWAYS  
SNOHOMISH COUNTY, WASH.

*Victor Larson*

When recorded mail to  
DEPARTMENT OF HIGHWAYS  
Olympia, WASHINGTON

Primary State Highway No. 1

East 200th Street to Swamp Creek

*Ref.*

**1480106**

**WARRANTY DEED**

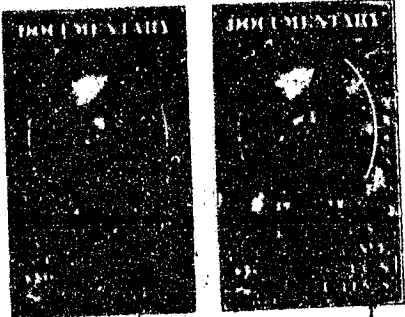
*In the Matter of* **Primary** *State Highway No. 1, East 200th St. to Swamp Creek*  
**KNOW ALL MEN BY THESE PRESENTS, That the Grantors** Clarence E. Smith, a single man

for and in consideration of the sum of - - - **TEN and NO/100** - - - **(\$10.00)** - - - - Dollars,  
and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in **Snohomish** County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

All that portion of the following described Parcel "A" lying southeasterly of the following described line: Beginning at a point opposite Highway Engineer's Station LL477400 and 470 feet Northwesterly therefrom when measured at right angles to the LL line of Primary State Highway No. 1, East 200th Street to Swamp Creek; thence Northeasterly in a straight line to a point opposite Highway Engineer's Station CW 25 + 00 and 80 feet Westerly therefrom; when measured at right angles to the CW line of SAID highway; thence Northerly in a straight line to a point opposite Highway Engineer's Station CW 30407.43 and 75 feet Westerly therefrom.

PARCEL "A": Lot 13, Block 6, Alderwood Manor, LESS the East 10 feet thereof and LESS the North 150 feet of the East 275 feet of residue; as per plat recorded in Volume 9 of Plats on page 91, records of Snohomish County, Washington, situate in the County of Snohomish, State of Washington.

NOTE: The East 10 feet referred to in the description is a part of Cedar Way.



*H 40*

**NO SALES TAX REQUIRED**

**AUG 28 1961**

VERNE STEVENS, Snohomish County Treasurer  
By *[Signature]* Deputy

The lands being conveyed herein contain an area .31 acre, more or less, the specific details of which are to be found within that certain map now of record and on file in the office of the Director of Highways at Olympia, and bearing date of approval March 28, 1961, revised June 27, 1961, and the center line of which is also shown of record in Volume "A" of Highway Plats, page 108, records of said County.

Also, the grantors herein convey and warrant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between said Primary State Highway No. 1, East 200th Street to Swamp Creek, and the remainder of said Parcel "A", EXCEPT that the grantors, their heirs, successors or assigns, shall reserve a reasonable right of access to the CW Line Northerly of Highway Engineer's Station CW 25400.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 7th day of August, 1961

*Clarence E. Smith*

Accepted and approved *8/18/61*

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS

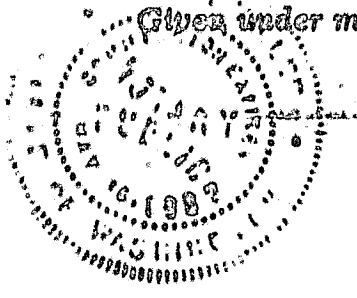
By *Clarence E. Smith*  
Chief Right of Way Agent

STATE OF WASHINGTON,  
County of Snohomish } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 7th day of August, 1961 personally appeared before me Clarence E. Smith

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

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



*Glenn Miller*  
Glenn Miller

Notary Public in and for the State of Washington,

Residing at Everett

6-3

WARRANTY DEED

FROM  
Clarence E. Smith

TO  
STATE OF WASHINGTON

IN  
Snohomish County

VOL. OF DEEDS  
PAGE RECORDED  
REG. OF

*State of Wa*  
1961 AUG 28 AM 9 48

VOL 757 PAGE 47  
SHERIFF'S OFFICE  
SNOHOMISH COUNTY, WASH.

*Victor Larson*

When recorded mail to  
DEPARTMENT OF HIGHWAYS  
OAKLEY, WASHINGTON

PRIMARILY State Highway No. 1,

East 200th Street to Way Creek

*ref*

1481452

WARRANTY DEED

Vol. 757 PAGE 500

In the Matter of Primary State Highway No. 1, East 200th St. to Swamp Creek

KNOW ALL MEN BY THESE PRESENTS, That the Grantors

J. L. Nathaniel Bell and Clara H. Bell, husband and wife, of Alderwood Manor, Washington

for and in consideration of the sum of -- TEN and NO/100 -- -- (\$10.00) -- -- -- Dollars. and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in Snohomish County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

All that portion of the following described Parcel "A" lying Easterly of the following described line: Beginning at a point opposite Highway Engineer's Station CW 28400 and 80 feet Westerly therefrom when measured at right angles to the CW line of Primary State Highway No. 1, East 200th Street to Swamp Creek; thence Northerly in a straight line to a point opposite Highway Engineer's Station CW 30407.43; thence Easterly 75 feet to Highway Engineer's Station CW 30407.43.

PARCEL "A": North 150 feet of the East 285 feet of Lot 13, Block 6, Alderwood Manor, LESS the East 10 feet thereof; as per plat recorded in Volume 9 of Plats on page 71, records of Snohomish County; situate in the County of Snohomish, State of Washington. NOTE: The East 10 feet referred to in the description is a part of Cedar Way.



116

*Clara H. Bell*

The lands being conveyed herein contain an area .21 acre, more or less, the specific details of which are to be found within that certain map now of record and on file in the office of the Director of Highways at Olympia, and bearing date of approval March 28, 1961, revised June 27, 1961, and the center line of which is also shown of record in Volume "A" of Highway Plats, page 108, records of said County.

The grantors herein reserve the right to remove the improvements from the lands herein conveyed, assuring all liability to persons and/or property connected with said removal, at any time until 9 November 1961; however, on said date all improvements yet remaining upon said lands shall become the property of the State of Washington and all rights of the grantors to said improvements shall then cease and terminate.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 9th day of August, 1961

J. L. Nathaniel Bell

Accepted and approved *E/29/61*

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS

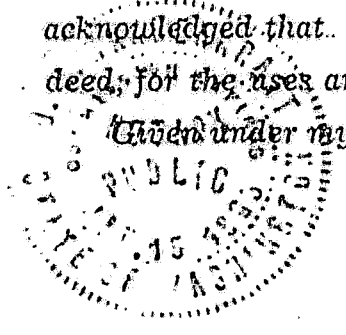
By *[Signature]*  
Chief Right of Way Agent.

STATE OF WASHINGTON, }  
County of Snohomish } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 9th day of August, 1961 personally appeared before me J. L. Nathaniel Bell and Clara H. Bell

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

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



*[Signature]*  
Notary Public in and for the State of Washington,  
Residing at Everett

6-F-X

1481452

WARRANTY DEED

FROM  
J. L. Nathaniel Bell, et al.  
TO  
STATE OF WASHINGTON  
IN *JLB*  
*62757*  
Snohomish County

VOL 757 PAGE 509  
VOL OF Deeds  
PAGE OF RECORDS  
REG. OF *State of Wa*  
1961 SEP 5 AM 9 24

D.E.R.  
SNOH.  
ET AL.

When recorded mail to  
DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASHINGTON

Priority State Highway No. 1  
East 200th Street to Swamp Creek.

1-1331 2/10/61



Pacific Coast Mortgage Company

UTILITY EASEMENT

THE UNDERSIGNED GRANTORS, PACIFIC COAST PROPERTIES, INC. and \_\_\_\_\_, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant, convey and transfer unto the CITY OF LYNNWOOD, a municipal corporation, a permanent easement, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may seem fit, and construct, maintain, repair and operate municipal utilities over, across, through and under the lands hereinafter described, together with the right to excavate and re-fill ditches and/or trenches for the location of pipelines and/or mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains.

The City agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance and repair of said pipelines and/or mains; provided, the Grantors, their heirs or assigns shall not construct any permanent structure over, upon or within the permanent easement.

The easement hereby granted covers a strip of land 10 feet in width, five feet on either side of the following described sewer center-line, as located on the ground, together with an easement for construction purposes 15 feet in width on either side of the 10 foot permanent easement, said construction easement to terminate on date of acceptance of work within said easement. Said easements are situated in the County of Snohomish, State of Washington, more particularly described as follows:

Beginning at the southeast corner of Lot 10, Block 6, Plat of "Alderwood Manor" as recorded in Volume 9, Page 71, Snohomish County Records; thence N 0° 32' 32" E a distance of 85 feet on the easterly line of said Lot 10 to the true point of beginning; thence S 40° 00' W a distance of 25 feet more or less to the point of termination, being on the northerly edge of the existing 15 foot sewer and access easement.

IN WITNESS WHEREOF, These presents are hereby signed this 25<sup>th</sup> day of September, 1963.  
Pacific Coast Properties, Inc. by Frank P. Jones  
CITY OF LYNNWOOD

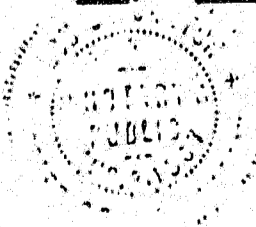
NO SALES TAX REQUIRED By Jack Redquest Mayor

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss  
VERNE SIEVER, Snohomish County Treasurer  
BY Frank P. Jones

On this day personally appeared before me FRANK P. JONES

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

GIVEN under my hand and official seal this 26 day of September, 1963.



Laurie Sartori  
NOTARY PUBLIC in and for the STATE of Washington, residing at Seattle

Filed for record NOV 27 1963/10.34 AM - CM  
Request city clerk  
Stanley Dubyque, Snohomish County Auditor

wa 835 PAGE 501

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

NOV 27 1963  
1658397

Clarence E. Smith

UTILITY EASEMENT

THE UNDERSIGNED GRANTORS, CLARENCE E. SMITH, as his separate estate and for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant, convey and transfer unto the CITY OF LYNNWOOD, a municipal corporation, a permanent easement, including the perpetual right to enter upon the real estate hereinafter described, at any time that it may seem fit, and construct, maintain, repair and operate municipal utilities over, across, through and under the lands hereinafter described, together with the right to excavate and re-fill ditches and/or trenches for the location of pipelines and/or mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, and maintenance of said pipelines and/or mains.

1658398

The City agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance and repair of said pipelines and/or mains; provided, the Grantors, their heirs or assigns shall not construct any permanent structure over, upon or within the permanent easement.

The easement hereby granted covers a strip of land 10 feet in width, five feet on either side of the following described sewer center-line, as located on the ground, together with an easement for construction purposes 15 feet in width on either side of the 10 foot permanent easement, said construction easement to terminate on date of acceptance of work within said easement. Said easements are situated in the County of Snohomish, State of Washington, more particularly described as follows:

Beginning at the southwest corner of Lot 11, Block 6, Plat of "Alderwood Manor" as recorded in Volume 9, Page 71, Snohomish County Records; thence N 0° 32' 22" E a distance of 85 feet on the westerly line of said Lot 11 to the true point of beginning; thence S 88° 25' 33" E 215 feet more or less to a point 5 feet westerly measured at right angles from Primary State Highway No. 1 Right-of-Way line; thence northeasterly parallel with and 5 feet westerly, measured at right angles, from said right-of-way line, through Lot 12 to point of termination being 150 feet south of the north line of Lot 13, Block 6. of said Alderwood Manor Plat.

IN WITNESS WHEREOF, These presents are hereby signed this 4th day of October, 1963.

*Clarence E. Smith*

NO SALES TAX CITY OF LYNNWOOD

REQUIRED By *Jack Requet* Mayor

NOV 27 1963

STATE OF WASHINGTON)

COUNTY OF SNOHOMISH) ss VERNE SIEVERS, Snohomish County Treasurer

On this day personally appeared before me Clarence E. Smith

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

GIVEN under my hand and official seal this 4th day of October, 1963

*Stanley E. Jaque*  
NOTARY PUBLIC in and for the STATE of Washington, residing at Edmonds

1658398

5/0

RECORDED  
DEPT. OF  
PAGE  
REQ. OF  
City Clerk  
NOV 27 1963  
STANLEY E. JACQUE, NOTARY  
SNOHOMISH COUNTY, WASH.  
DEPUTY

DEADM VOL 835 PAGE 502

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

1809565  
469 P  
850

FORM "B"  
(CORPORATE)

UTILITY AND ROAD EASEMENT

THE UNDERSIGNED GRANTORS, PACIFIC COAST PROPERTIES, INC.  
A WASHINGTON CORPORATION

HAVING TITLE OR INTEREST OF RECORD IN LANDS WITHIN THE BELOW DESCRIBED EASEMENT RIGHT-OF-WAY, FOR AND IN CONSIDERATION OF ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT, CONVEY, BARGAIN, SELL AND TRANSFER UNTO THE CITY OF LYNNWOOD, A MUNICIPAL CORPORATION, A PERMANENT EASEMENT, INCLUDING THE PERPETUAL RIGHT TO ENTER UPON THE REAL ESTATE HEREINAFTER DESCRIBED, AT ANY TIME THAT IT MAY SEEM FIT, AND CONSTRUCT, MAINTAIN, REPAIR AND OPERATE MUNICIPAL UTILITIES, INCLUDING AN ACCESS ROAD, OVER, ACROSS, THROUGH AND UNDER THE LANDS HEREINAFTER DESCRIBED, TOGETHER WITH THE RIGHT TO EXCAVATE AND REFILL DITCHES AND/OR TRENCHES FOR THE LOCATIONS OF PIPELINES AND/OR MAINS, AND THE FURTHER RIGHT TO REMOVE TREES, BUSHES, UNDER-GROWTH AND OTHER OBSTRUCTIONS INTERFERING WITH THE LOCATION, CONSTRUCTION, AND MAINTENANCE OF SAID PIPELINES AND/OR MAINS.

THE EASEMENT HEREBY GRANTED COVERS A STRIP OF LAND 15 FEET IN WIDTH, SEVEN AND ONE-HALF FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, AS LOCATED ON THE GROUND, TOGETHER WITH AN EASEMENT FOR CONSTRUCTION PURPOSES 15 FEET IN WIDTH ON EITHER SIDE OF THE 15-FOOT PERMANENT EASEMENT, SAID CONSTRUCTION EASEMENT TO TERMINATE ON DATE OF ACCEPTANCE OF WORK WITHIN SAID EASEMENT. SAID EASEMENTS ARE SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 10, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE ALONG THE EAST BOUNDARY OF SAID TRACT 10, N 0°30'22" E, 42.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 50° WEST, 440.00 FEET; THENCE N 40°39'54" W, 459.16 FEET MORE OR LESS TO A POINT ON THE WEST BOUNDARY OF TRACT 9, BLOCK 6, OF SAID ALDERWOOD MANOR, DISTANCE THEREON S 0°30'22" W, 76.00 FEET FROM THE NORTHWEST CORNER OF SAID TRACT 9.

IN WITNESS WHEREOF, THESE PRESENTS ARE HEREBY SIGNED THIS 26th DAY OF August, 1965. Pacific Coast Properties Inc



NO SALES TAX  
REQUIRED

SEP 14 1965

By [Signature] PRESIDENT  
By [Signature] SECRETARY

CITY OF LYNNWOOD

By [Signature] Deputy  
MAYOR

STATE OF WASHINGTON  
COUNTY OF  
ON THIS 26th DAY OF AUGUST, 1965, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED FRANK D. JAMES AND KEITH K. JAMES WHO ARE KNOWN TO BE PRESIDENT AND SECRETARY, RESPECTIVELY, OF PACIFIC COAST PROPERTIES, INC. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

SEP 13 1965

DEEDS  
VOL. OF PAGE  
REQ. OF  
City of Lynnwood  
1965 SEP 13 PM 4 37

Notary Seal: Small R. [Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT [Address]  
VCL 897 PAGE 505

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE IT IS DUE TO THE QUALITY OF THE DOCUMENT.

# QUITCLAIM DEED

The Grantor herein, <sup>by</sup> Newman Conklin and Genevieve Conklin, his wife; Albert G. Carlson his, wife Helen and Edward W. Schoenholz and Mabel G. Schoenholz, his wife for the consideration of mutual benefits to be derived ~~XXXXXX~~ by reason of laying out and establishing a public road through their property, and which is hereafter described, do convey, release and quit-claim to the County of Snohomish, State of Washington, for the use of the public forever, as a public road and highway, all interest in the following described real estate, viz:

A strip of land 60 ft. in width as it crosses Tract 14, Block 6, plat of Alderwood Manor, the centerline of which is described as follows:

Beginning at a point on the West line of NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Section 21, T27N., R4E., W1., 1330.91 ft., S 0° 30' 22" W., from the NW corner of said NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , said point being the SW corner of the NE $\frac{1}{4}$ , NE $\frac{1}{4}$ ; thence S 88° 06' 36" E., along the south line of said NE $\frac{1}{4}$ , NE $\frac{1}{4}$  to the SE corner of the NE $\frac{1}{4}$ , NE $\frac{1}{4}$ , Except the East 30 ft.

1831291

73-C  
76-C  
568-S  
99-C

NO SALES TAX  
REQUIRED

DEC 10 1965

VERVE SEEVERS, Secretary  
By *[Signature]* Deputy

DEC 14 1965

situated in the County of Snohomish, State of Washington.

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

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

Dated this 21 day of October A.D., 1965

*Edward W. Schoenholz*  
*Mabel G. Schoenholz*  
*Albert G. Carlson*  
*Helen K. Carlson*

*Newman B. Conklin*  
*Genevieve Conklin*

VOL 905 PAGE 600  
DEEDS

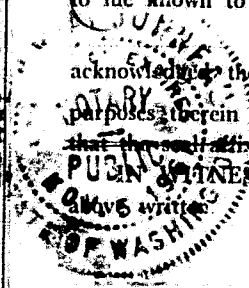
CD

STATE OF WASHINGTON,  
COUNTY OF Snohomish } ss.

On this 21 day of October, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Therese R. Conklin, Genevieve Conklin, Albert G. Carlson, Helen D. Carlson, Edward W. Schenkelsky and Marie H. Schenkelsky to me known to be the Parties of the

the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Parties for the uses and purposes therein mentioned and on oath stated that They are authorized to execute said instrument, and that the seal affixed is the seal of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate  
Joseph J. Harrison  
Notary Public in and for the State of Washington, residing at Seattle



STATE OF WASHINGTON,  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came \_\_\_\_\_ to me known to be the individual...

described in and who executed the within instrument and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and seal the day and year first above written.  
Notary Public in and for the State of Washington, residing at \_\_\_\_\_

1831291 DEC 14 1965

Sur. No. \_\_\_\_\_  
**QUITCLAIM DEED**  
FROM  
Newman B. Conklin et al.  
TO  
COUNTY OF SNOHOMISH  
Right of Way  
Dated October 21, 1965

COMMISSIONER'S APPROVAL  
**APPROVED**  
DEC 6 1965  
William J. [Signature]  
Chairman Board of Co. Commissioners  
Ed Tom [Signature]

FILED FOR RECORD AT REQUEST OF  
VOL. OF \_\_\_\_\_ RECORDED  
PAGE \_\_\_\_\_ REG. OF \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ M., and recorded in Volume \_\_\_\_\_ of Deeds,  
STANLEY ERIQUE PARRSON, Snohomish County Auditor  
Stanley Erique Parrson  
By \_\_\_\_\_ Deputy

OK 58

2316156  
H373  
F176

REAL ESTATE SALES TAX  
AMOUNT PAID 716.28  
RECEIPT NO 10156

STATUTORY WARRANTY DEED

D-45993

OCT 17 1973

THE GRANTOR CONRAD A. HILL and CORA F. HILL, his wife

VERE SORTEL, County Auditor  
By [Signature]  
Deputy

for and in consideration of Ten Dollars and other valuable consideration  
in hand paid, conveys and warrants to HUGH S. FERGUSON and JANE A. FERGUSON, his wife  
as Grantee, the following described real estate, situated in the County of Snohomish  
State of Washington:

PARCEL A:

That portion of Lot 8, Block 6, Alderwood Manor, as per plat recorded in Volume 9 of Plats, page 7, Records of the Auditor of Snohomish County, State of Washington, lying East of the following described line:

Beginning at a point on the North line of said lot which lies North 87°47'40" West 347 feet from the Northeast corner of said Lot 8; thence South 2°12'20" West 339.85 feet to a point on the South line of said lot which lies North 87°47'40" West 357.09 feet from the Southeast corner of said Lot 8.

EXCEPT the East 30 feet of the above described property deeded to the City of Lynnwood by deed recorded under Snohomish County Auditor's File No. 2308132.

PARCEL B:

An easement for ingress, egress and utilities over, under along and across the South 100 feet of that portion of Lot 8, Block 6, Alderwood Manor, as per plat recorded in Volume 9 of Plats, page 71, REcords of the Auditor of the County of Snohomish, State of Washington, lying West of the following described line;

Beginning at a point on the North line of said lot which lies North 87°47'40" West 347 feet from the Northeast corner of said Lot 8; thence South 2°12'20" West 339.85 feet to a point on the South line of said lot which lies North 87°47'40" West 357.09 feet from the Southeast corner of said Lot 8.

Said easement being appurtenant to and for the benefit of the remainder of said Lot 8, Block 6, Alderwood Manor.

The Seller's hereby expressly saves, excepts and reserves out of the grant hereby made unto themselves, their successors and assigns, forever all oil, gases, coals, ores, minerals and fossils of every name, kind or description and which may be in or upon said lands above described; or any part thereof and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and they also hereby expressly save and reserve out of the grant hereby made unto themselves, their successors and assigns, forever the right to enter themselves or by their agents, attorneys and servants upon said lands or any part or parts thereof at any and all times for the purpose of opening, developing and working mines thereon and taking out and removing therefrom all such oils, gases, coals, ores, minerals and fossils, and to that end they further expressly reserve out of the grant hereby made unto themselves, their successors and assigns, forever, the right by them or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such oil and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to themselves, their successors and assigns as aforesaid, generally all rights and powers in, to and over said lands, whether herein expressed or not, reasonable necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights, hereby expressly reserved. No rights shall be exercised under the foregoing reservation by the Sellers, their successors or assigns, until provision has been made by Sellers, their successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the Seller, their successors or assigns, are sought to be exercised full payment for all damages sustained by said owner, by reason of entering upon said lands.

Sellers, likewise reserve unto themselves, their heirs, successors or assigns all rents, issues, profits, and royalties, under that certain subsurface lease dated January 3, 1972 between Conrad A. Hill and Cora F. Hill, his wife as Lessor and Standard Oil Company of California, a corporation, as Lessee recorded under Auditor's File No. 2240070, County of Snohomish, State of Washington.

2316156

2316156 OFFICIAL RECORDS

VOL 729 PAGE 524

OCT 16 1973

0728 0524

Subject to: A Subsurface oil and gas lease recorded under AP#2240070

072723  
STATE OF Washington  
DEPT. OF REVENUE  
Conveyance Tax  
\$92.00  
P.B. [Signature]

OFFICIAL RECORDS

Filed for records OCT 15 1973 209 100-000  
Request LAND TITLE CO. of WASH.  
Stanley Dubuque, Snohomish County Auditor

Dated this 12th day of October, 1973  
Conrad A. Hill (SEAL)  
Cora F. Hill (SEAL)

STATE OF WASHINGTON  
County of Snohomish

ss.

On this 12th day of October, 1973, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Conrad A. Hill and Cora F. Hill

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

GIVEN under my hand and official seal this 12th

Notary Public for the State of Washington  
Marysville

OFFICIAL RECORDS

231645A 231645B

VOL 729 PAGE 525

OCT 16 1973

TL-1 1/77

072723 0525

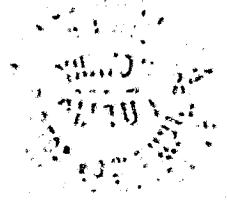
F 176  
H 223  
P 289  
12/77  
507

EASEMENT FOR UNDERGROUND

THIS INDENTURE made this 4th day of January, 1974, between  
Phase Linear Corporation  
Hugh S. Ferguson and Jane A. Ferguson, his wife  
Conrad A. Hill and Cora F. Hill, his wife  
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and General Telephone  
Company of the Northwest, Inc.  
Conrad A. Hill and Cora F. Hill, his wife 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:

Lot 8, Block 6, Alderwood Manor, as recorded in volume 9 of plats, page 71, records  
of Snohomish County, Washington.  
EXCEPT the east 30 feet of the above described property deeded to the City of  
Lynnwood by deed recorded under Snohomish County Auditor's File No. 2308132.



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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration,  
receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and  
licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground elec-  
tric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication  
wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in  
the County of Snohomish State of Washington, to-wit:

That portion of the above described Lot 8, being a strip of land 7 feet in width lying  
3.5 feet on each side of the underground electric distribution facilities.

NO SALES TAX  
REQUIRED

JAN 2 - 1974

LEWIS GLENN, Snohomish County Treasurer  
*Richard [Signature]*

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of construct-  
ing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said  
underground wires and appurtenances from said lands.  
Also the right at all times to cut and or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor  
which, in the opinion of Grantee, constitute a menace or danger to said line. 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 underground 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.  
Phase Linear Corporation  
BY: *Paul E. [Signature]*  
BY: *Bob [Signature]*  
*Conrad A. Hill*  
*Cora F. Hill*

*[Signature]*  
*[Signature]*  
*[Signature]*

OFFICIAL RECORDS

VOL 750 PAGE 563

JAN 08 1974

2327079



STATE OF WASHINGTON,  
COUNTY OF } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 14 day of January 1974 personally appeared before me Hugh S. Ferguson and Jane A. Ferguson

his wife, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year in this certificate above written.

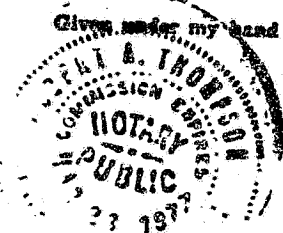


Connie Walker  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Leak, Wa.

STATE OF WASHINGTON,  
COUNTY OF SNOHOMISH } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 16th day of January 1974 personally appeared before me Conrad A. Hill and Cora F. Hill

his wife, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal the day and year in this certificate above written.



Robert A. Thompson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Monroe

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON,  
COUNTY OF } ss.

On this 4th day of January, A. D. 1974, before me personally appeared Bob Carver to me known to be the President, and Donald E. Prewitt to me known to be the Vice-President of the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Paul H. [Signature]  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT Seattle, Wa.

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

RETURN TO:  
350  
PUD NO. 1  
P.O. BOX 1107  
EVERETT, WASH.  
98208

RECORDING DATA

ASSISTANT CLERK

RECORDING DATA

OFFICIAL RECORDS

VOL. OF  
PAGE

RECORDED

DATE  
JAN 23 AM 9 16

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

OFFICIAL RECORDS  
VOL 750 PAGE 564

EASEMENT

Phase Linear Corporation et al

W.S. NO. 2327079  
S. O. NO. 580213

JAN 23 1974

H 273  
P 489  
6214  
P 507  
2336369

E-7212  
10

DISTRIBUTION EASEMENT

THIS INDENTURE made this 27th day of February, 1974, between

Phase Linear Corporation

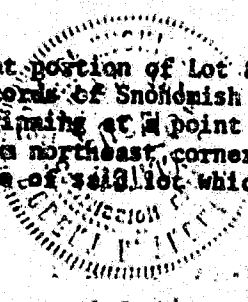
Conrad A. Hill and Cora F. Hill, his wife, also known as Cora Fern Hill

hereinafter referred to as Grantor; PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and General Telephone Company of the Northwest, Inc.

hereinafter referred to as Grantee; and hereinafter referred to as Mortgagee, WITNESSETH:

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

That portion of Lot 8, Block 6, Alderwood Manor, as recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; lying west of the following described line: Beginning at a point on the north line of said lot which lies north 87°47'40" west 347 feet from northeast corner thereof; thence south 2°12'20" west 339.85 feet to a point on the south line of said lot which lies north 87°47'40" west 357.09 feet from the southeast corner thereof.



NO SALES TAX REQUIRED

APR 16 1974

Deputy

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

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

The west 8 feet of the south 10 feet of the north 28 feet of the above described Lot 8.

NOTE: For anchor location.

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

Grantee shall have 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. 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 Mortgagee 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.

Conrad A. Hill

Cora Fern Hill

Phase Linear Corporation

BY: Robert W. Carver

BY: Donald E. Frewett

ROBERT W. CARVER, PRESIDENT OFFICIAL RECORDS  
DONALD E. FREWETT, EXECUTIVE VICE PRESIDENT

2336369

VOL. 769 PAGE 544

STATE OF WASHINGTON,  
COUNTY OF SNOHOMISH } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 28th day of February, 1974  
personally appeared before me Conrad A. Hill and Cora E. Hill

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

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



Robert A. Thompson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.  
RESIDING AT Monroe

STATE OF WASHINGTON,  
COUNTY OF \_\_\_\_\_ } ss.

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

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.  
RESIDING AT \_\_\_\_\_

**(FOR CORPORATE ACKNOWLEDGMENT)**

STATE OF WASHINGTON,  
COUNTY OF SNOHOMISH } ss.

On this 27th day of February, A. D., 1974, before me personally appeared Robert W. Carver

to me known to be the \_\_\_\_\_ President, and Donald E. Frewett, to me known to be the Executive Vice President of the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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



Robert A. Thompson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON.  
RESIDING AT Monroe

RETURN TO:  
PUB. NO. 1  
P.O. BOX 1807  
EVERETT, WASH.  
98203

320

RECORDED BY  
Sally Cooper  
RECORDS SECTION

APR 17 PM 2 45

OFFICIAL RECORDS  
RECORDED  
V. O. N. 419702  
PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

Phase Linear Corporation et al.

EASEMENT

V. O. N. 419702

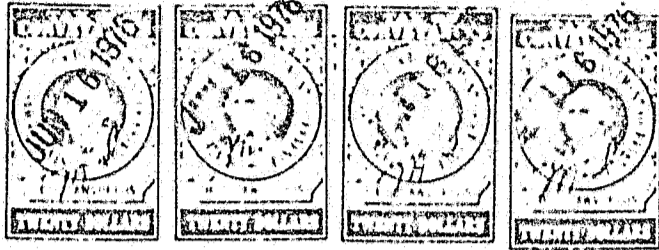
2336269

769 PAGE 545  
OFFICIAL RECORDS

7606160188



SE



THIS SPACE RESERVED FOR RECORDS USE

OFFICIAL RECORDS  
VOL. OF PAGE RECORDED  
REQ. OF

1976 JUN 16 PM 5 01

HENRY D. WALES, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

*Mildred Smith*

Filed for Record

NAME *Hiller, Fred*  
ADDRESS *407 Columbia St*  
CITY AND STATE *Everett, WA 98144*

3<sup>rd</sup>

REAL ESTATE SALES TAX  
AMOUNT PAID *63.22*  
RECEIPT NO. *10137*

JUN 14 1976  
REC-10-17-73

### Warranty Fulfillment Deed

By *Conrad A. Hill*  
THE GRANTOR S

CONRAD A. HILL and CORA F. HILL, also known as  
Fern C. Hill, husband and wife

for and in consideration of Ten Dollars and other valuable considerations  
in hand paid, conveys and warrants to PHASE LINEAR CORP.

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

That portion of Lot 8, Block 6, Alderwood Manor, as recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; lying West of the following described line; Beginning at a point on the North line of said lot which lies North 87°47'40" west 347 feet from Northeast corner thereof; thence south 2°12'20" West 339.85 feet to a point on the South line of said lot which lies north 87°47'40" West 357.09 feet from the Southeast corner thereof.

Subject to: Easement for ingress, egress and utilities over, under, along and across the South 100 feet of the herein described property, said easement being appurtenant to and for the benefit of the remainder of Lot 8, Block 6, Alderwood Manor, according to plat thereof recorded in Volume 9 of plats, page 71, records of Snohomish County, Washington. 2240070  
Subject to Standard Oil Company lease recorded under Auditor's File No. 2240070

The Seller's hereby expressly saves, excepts and reserves out of the grant hereby made unto themselves, their successors and assigns, forever all oil, gases, coals, ores, minerals and fossils of every name, kind or description and which may be in or upon said lands above described; or any part thereof and the right to explore the same for such oils, gases, coal, ores, minerals and fossils; and they also hereby expressly save and reserve out of the grant hereby made unto themselves, their successors and assigns, forever the right to enter themselves or by their agents, attorneys and servants upon said lands or any part or parts thereof at any and all times for the purpose of opening, developing and working mines thereon and taking out and removing therefrom all such oils, gases, coals, ores, minerals and fossils, and to that end they further expressly reserve out of the grant hereby made unto themselves, their successors and assigns, forever, the right by them or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery, roads and railroads, sink such shafts, remove such oil and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to themselves, their successors and assigns as aforesaid, generally all rights and powers in, to and over said lands, whether herein expressed or not, reasonable necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights, hereby expressly reserved. No rights shall be exercised under the foregoing reservation by the Sellers, their successors or assigns, until provision has been made by Sellers, their successors or assigns, to pay to the owner of the land upon which the rights herein reserved to the Seller, their successors or assigns, are sought to be exercised full payment for all damages sustained by said owner, by reason of entering upon said lands.

Sellers, likewise reserve unto themselves, their heirs, successors or assigns all rents, issues, profits, and royalties, under that certain subsurface lease dated January 3, 1972 between Conrad A. Hill and Cora F. Hill, his wife as Lessor and Standard Oil Company of California, a corporation, as Lessee recorded under Auditor's File No. 2240070, County of Snohomish, State of Washington. 7606160188

JUN 16 1976

VOL 986 PAGE 636  
OFFICIAL RECORDS

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated October 12th, 19 73, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.  
Excise Tax Receipt No. 10137 paid 10-17-73

Dated this 12th day of October, 1973

Conrad C. Hill (SEAL)

Cora F. Hill (SEAL)

STATE OF WASHINGTON.

County of Snohomish

On this day personally appeared before me Conrad A. Hill and Fern C. Hill, who signs as Cora F. Hill who executed the within and foregoing instrument, and acknowledged that they signed the same as they and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12th day of October, 1973

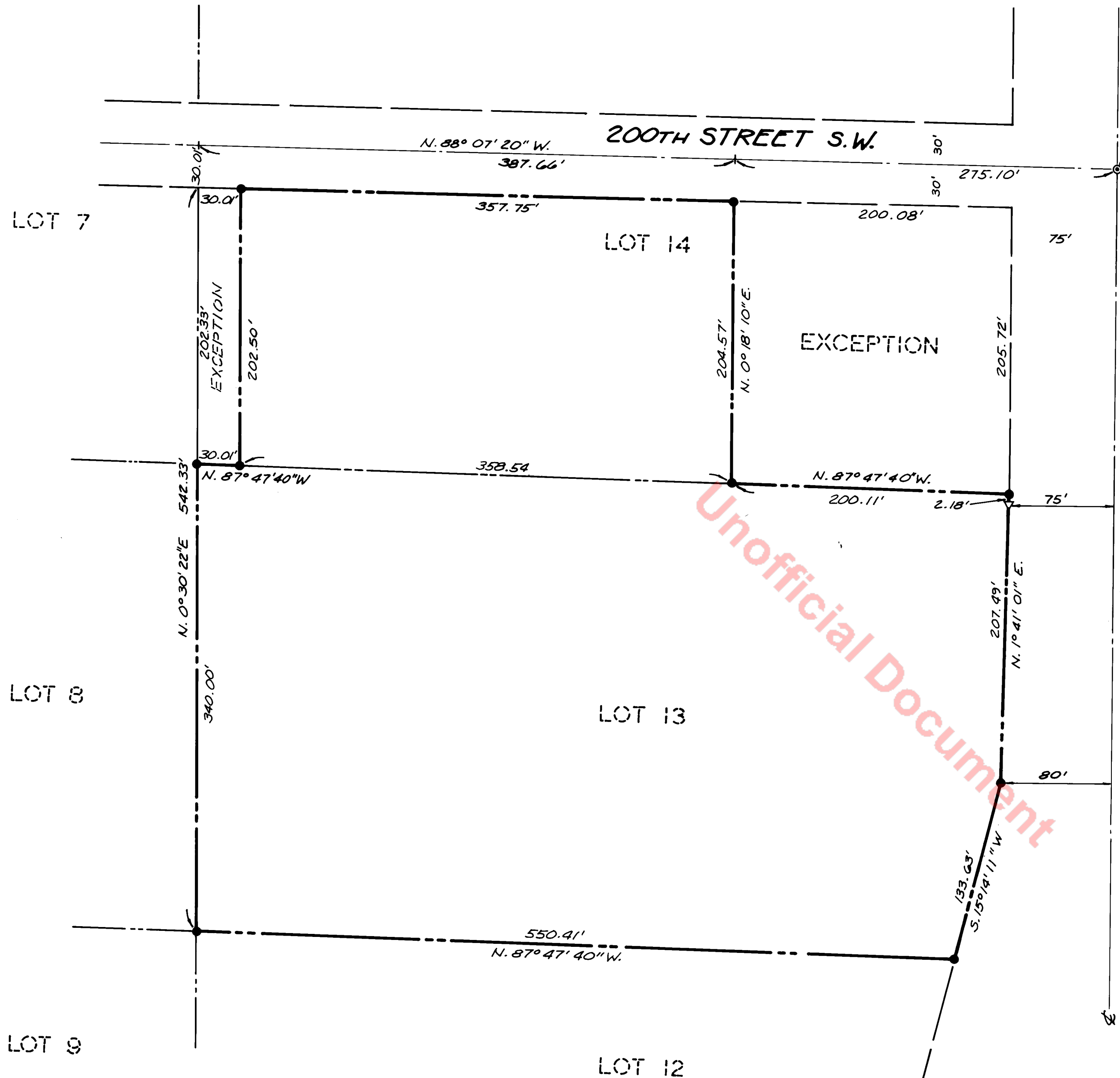
Notary Public in and for the State of Washington  
residing at Marysville

7606150188

OFFICIAL RECORDS  
VOL 986 PAGE 637

JUN 16 1976

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



BASIS OF BEARINGS  
 PLAT  
 OF  
 "ALDERWOOD MANOR"

LEGAL DESCRIPTION

LOT 13, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, ON PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES; ALSO THAT PORTION OF LOT 14, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, ON PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING WEST OF THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1-E, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 1616068 AND LYING SOUTH OF 200<sup>TH</sup> STREET S.W.; EXCEPT THE EAST 200 FEET AND EXCEPT THE WEST 30 FEET THEREOF.

LEGEND

- = SET IRON PIN WITH PLASTIC CAP NUMBERED 9891
- ∇ = ANGLE POINT

PLAT OF SURVEY  
 FOR

**DEAN ECHELBARGER**  
 IN SE 1/4 OF NE 1/4 OF SECTION 21, T27N, R4E, WM  
 SNOHOMISH COUNTY, WASHINGTON

7808070215  
 7808070215

RECORDING CERTIFICATE

FILED FOR RECORD BY GERALD W. LOVELL  
 THIS 7 DAY OF AUGUST 1978 A.D. AT 5  
 MINUTES PAST 2 O'CLOCK P.M. AND RECORDED IN  
 VOLUME 8 OF SURVEYS ON PAGES  
 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

HENRY B. WHALEN Mildred Smith  
 AUDITOR DEPUTY AUDITOR

SURVEYORS CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR  
 UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF  
 THE SURVEY RECORDING ACT. AT THE REQUEST OF DEAN ECHELBARGER  
 THIS 2 DAY OF AUGUST 1978

Gerald W. Lovell  
 REGISTERED LAND SURVEYOR

L.S. NO. 9891



|  |  |   |                |                    |                   |
|--|--|---|----------------|--------------------|-------------------|
|  |  | <b>Lovell-Sauerland &amp; Associates, Inc.</b><br>SURVEYORS • DEVELOPMENT CONSULTANTS • PLANNERS<br>23106 100TH AVE. W. • EDMONDS, WA. 98020 • PHONE 775-1593 |                |                    |                   |
|  |  | DRAWN<br>JFB  | CHECKED<br>GWL | DATE<br>7 - 2 - 78 | F.B.<br>120, p.29 |

1961

7903230319  
NO SALES  
REQUIRED

DECLARATION OF COVENANTS AND RESTRICTIONS  
AND GRANT OF EASEMENTS

79 MAR 23 PM 4:35  
Fidelity National Title Insurance Co.

RECORDED

THIS DECLARATION AND GRANT is made and entered into by and among JEDCO, a partnership, C-W ASSOCIATES, a partnership, MICHAEL ECHELBARGER and KATHLEEN ECHELBARGER, husband and wife; PATRICK ECHELBARGER and MARILYN ECHELBARGER, husband and wife; DEAN ECHELBARGER and GLADYS ECHELBARGER, husband and wife; FRANK KEELER and SHIRLEY KEELER, husband and wife; HERMAN MICHELSON and BARBARA MICHELSON, husband and wife; NEWMAN CONKLIN and GENEVIEVE CONKLIN, husband and wife (hereinafter collectively called "Echelbarger") and LEVITZ FURNITURE COMPANY OF WASHINGTON, INC. (hereinafter called ("Levitz").

WITNESSETH

WHEREAS, Levitz is the owner of that parcel of the real property set forth on Exhibit "A" and designated Parcel 1; and

WHEREAS, Echelbarger is the owner of that portion of the hereinafter described real property set forth on Exhibit "A" and designated as Parcels 2 and 3; and

WHEREAS, it is the desire and intention of all parties hereto to make and declare certain covenants and restrictions upon and with respect to Parcels 1, 2 and 3, and to grant certain easements upon and with respect to Parcels 1, 2 and 3, for the mutual benefit of all said designated Parcels and for the future owners thereof;

NOW, THEREFORE, it is agreed as follows:

1. Any portions of Parcels 1, 2 and 3 used for parking and/or vehicular and/or pedestrian traffic shall be kept, and maintained at the expense of the owner thereof in a neat, orderly and first-class condition, order and appearance and in compliance with all governmental laws, rules and regulations for use by vehicular traffic.
2. Each of Parcels 1, 2 and 3 shall have, and there is hereby reserved and granted, a non-exclusive easement and right-of-way over and across these parcels

For AMENDMENT see Volume 135 of Official Records, page 154

Vertical markings on the left edge of the document.



of each and all of the other parcels which are used by the owners thereof and/or their tenants and invitees for parking and vehicular traffic. Nothing herein contained shall be construed as preventing the owners of any of said Parcels from rearranging the location of vehicular parking stalls, drives, or aisles thereon; provided, however, no such rearrangement shall adversely affect the easement and right-of-way rights of the other parcels. The aforesaid non-exclusive easements and right-of-way shall be for the purpose of ingress and egress by vehicular and pedestrian traffic to and from streets, highways and public roads, now or hereafter existing, which are or will be used for access to and from said Parcels, and said Parcels 1, 2 and 3 and said non-exclusive easements and rights-of-way shall be for the benefit of and in favor of all owners of said Parcels, their successors, assigns, tenants and invitees. Each owner of the said Parcels shall, at its own cost and expense, improve and pave, and maintain in a good state of repair in compliance with all governmental laws, rules and regulations, all of the areas covered by the aforesaid easements for parking and vehicular purposes situated on such owner's parcel and maintain free and open areas for vehicular ingress and egress to and from said Parcels. Said improvements and paving shall be completed by each owner of said Parcel, with respect to such owner's parcel, on a date no later than the date on which such owner has commenced the use of the Parcel for parking and vehicular traffic and has completed the construction of any building served by such parking and vehicular traffic.

7903230319

vol 1486 pg 581

3. With respect to Parcels 1, 2 and 3, the non-exclusive easements and rights-of-way reserved and granted in Paragraph 2 above shall also be for the purpose of providing common parking areas and rights and privileges in and on each and all of said Parcels.

4. All parties agree that the negotiations and easements set forth in Paragraphs 2 and 3 above shall in no manner whatsoever prohibit the construction or location of buildings and improvements upon any Parcel by the owner thereof, so long as such construction does not unreasonably restrict the free flow of traffic over and across the several parcels, making ingress and egress to and from the same available to all owners and making common parking available to all owners and their respective tenants and invitees. The intention of this paragraph is that such easements and construction shall not prohibit reasonable future improvements of said Parcels, provided, however, that nothing herein shall be construed to alter or modify the agreement of the parties with respect to the plan of development as set forth in Paragraph C. of Schedule 1 of that certain Earnest Money Receipt and Agreement between the parties dated October 18, 1978.

5. Each of Parcels 1, 2 and 3 shall have, and there is hereby reserved and granted, a non-exclusive easement and right-of-way on, over and across those portions of each and all of the Parcels as may be needed for utility easements, in locations mutually agreed upon by the respective owners of the Parcels affected, provided that the location or relocation of any utilities or utility lines does not in any manner obstruct or interfere with the business operations being conducted on such Parcels.

7903230517

- 3 -

1486 532

Upon such mutual agreement, the respective owners of the affected Parcels shall execute and deliver such reasonable documents as shall be required to effectuate the provisions of this Paragraph 5.

6. The parties agree to share the cost of installation and maintenance of water, storm and sewer lines, as well as any other costs which they agree to be shared for installation and maintenance of utilities, or otherwise, in proportion to the square footage of the land in the parcel or parcels respectively owned by them, to the total square footage of all the land in Parcels 1, 2, and 3, which is hereby agreed to be as follows:

|          | <u>Square Footage</u> | <u>Percentage</u> |
|----------|-----------------------|-------------------|
| Parcel 1 | 174,240               | 67.14%            |
| Parcel 2 | 66,456                | 25.61%            |
| Parcel 3 | <u>18,815</u>         | <u>7.25%</u>      |
| TOTAL    | 259,511               | 100.00%           |

7. A breach of any of the foregoing covenants and restrictions shall not defeat or render invalid the lien of any mortgage or deed or trust made in good faith and for value as to any of Parcels 1, 2 and 3 or any part thereof, but said covenants and restrictions shall be binding upon and effective against any owner of any of said Parcels whose title is acquired by foreclosure, trustee's sale, or otherwise.

8. All of the covenants and restrictions and easements and rights-of-way herein contained, reserved or granted shall run with the land and shall be binding upon and inure and pass to, all parties having or acquiring any right, title or interest in the described lands or any part thereof, and each covenant, restriction, easement or right-of-way herein contained as to the part of any of such parcels, shall remain in full force and effect to the other portions of the land and the other parcels and covenants.

7903230319

- 1 -

vol 1486 p 583

9. Except as provided in Paragraph 8 above, all of the covenants, restrictions, easements and rights-of-way contained herein, reserved and/or granted shall be in full force and effect so long as Parcels 1, 2 and 3 shall be used as an integrated shopping center, and if said shopping center shall not be established, or if Parcels 1, 2 and 3 shall cease to be part of said shopping center, then the covenants, restrictions, easements and rights-of-way contained herein shall terminate, and the rights to parking and ingress and egress contained herein shall revert to their respective grantors.

10. Should any of the parties to this Agreement default or breach any of the provisions hereof, then they expressly covenant and agree that they will pay all costs, including reasonable attorney's fees, which may be required to enforce the terms, conditions and covenants of this Agreement.

11. Any notices given to any party hereto shall be mailed, postage prepaid, registered or certified, return receipt requested, as follows:

TO Echelbarger:

Mr. Dean Echelbarger,

P.O. Box 1171

Lynnwood, WA 98036

TO Levitz:

Levitz Furniture Company of Washington, Inc.

1317 NW 167th Street

Miami, FL 33169

Attn: Mr. Henry J. Morgan

12. Invalidation of any one or more of the provisions hereof by judgment or court order shall in no way affect any other provision hereof, and the provisions remaining shall continue in full force and effect.

7903230319

1486 584

13. The foregoing represents the full agreement of the parties, and may not be modified or terminated except by a writing executed by the party to be bound.

IN WITNESS WHEREOF, the parties hereto have duly executed this Declaration, individually or through their duly authorized representatives, this 7th day of March, 1979.

JEDCO, a partnership

BY \_\_\_\_\_  
General Partner

C-W ASSOCIATES, a partnership

BY \_\_\_\_\_  
General Partner

\_\_\_\_\_  
MICHAEL ECHELBARGER

\_\_\_\_\_  
KATHLEEN ECHELBARGER

\_\_\_\_\_  
PATRICK ECHELBARGER

\_\_\_\_\_  
Marilyn Echebarger

\_\_\_\_\_  
DEAN ECHELBARGER

\_\_\_\_\_  
GILBERT ECHELBARGER

7903230319

vol. 1486 p. 585

UNRECORDED

FRANK KEELER

SHIRLEY KEELER

HERMAN MICHAELSON

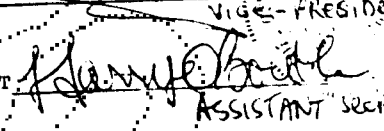
BARBARA MICHAELSON

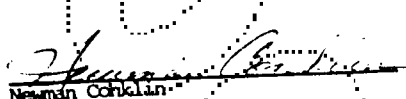
NEWMAN CONKLIN

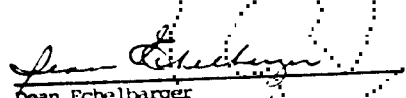
GENEVIEVE CONKLIN

LEVITZ FURNITURE COMPANY OF  
WASHINGTON, INC.

BY  VICE-PRESIDENT

ATTEST  ASSISTANT SECRETARY

  
Newman Conklin

  
Dean Echelbarger

Attorneys in fact for the above  
listed owners.

1456-536

7903230319

0  
0  
4  
8  
0  
  
0  
0  
0  
0  
0  
0  
0  
0  
0  
0

UNRECORDED

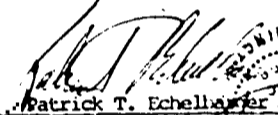
INDIVIDUAL  
POWER OF ATTORNEY ACKNOWLEDGMENT

STATE OF WASHINGTON) ss  
COUNTY OF SNOHOMISH)

On this 2nd day of March, 1979.

Before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dean Echelbarger to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of or listed owners also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said owners for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said owners are is now living.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

  
Patrick T. Echelbarger  
Notary Public in and for the State of Washington, residing at Edmonds

805 (REV.)  
1-1-79

7903230319

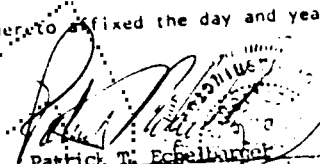
1486 587

INDIVIDUAL  
POWER OF ATTORNEY ACKNOWLEDGMENT

STATE OF WASHINGTON), ss  
COUNTY OF SNOHOMISH)

On this 2nd day of March, 1979,  
before me, the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_  
Newman Conklin to me known to be  
the individual described in and who executed the foregoing instrument for  
himself and as attorney in fact or listed owners also therein  
described, and acknowledged to me that \_\_\_\_\_ he signed and sealed the same as  
his voluntary act and deed and as the free and voluntary act and deed  
of the said \_\_\_\_\_ owners  
mentioned, and on oath stated that the power of attorney authorizing the ex-  
ecution of this instrument has not been revoked and that the said \_\_\_\_\_  
owners are  now living.

Witness my hand and official seal here to affixed the day and year in  
this certificate above written.

  
Patrick T. Eckelburger  
Notary Public in and for the State of  
Washington, residing at Edmonds

Notary (Rev. 1)  
10-1-76

1486 588

7903230319



CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA            }  
COUNTY OF DADE            } ss.:

On this 14th day of March, 1979, before me personally appeared Donald R. Mustain, II and Harry O. Boreth to me known to be the Vice President and Assistant Secretary respectively of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of March, 1979.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV 26 1982  
BONDED THRU GENERAL INS. UNDERWRITERS

*Sarah M. Flood*  
NOTARY PUBLIC in and for  
the State of Florida  
residing at  
*830 N.E. 178 Terrace*  
*North Miami Beach, FL 33162*

Vol. 1486 - 589

7903230319

LOVELL SAUERLAND & ASSOCIATES, INC.

GEMALD W. LOVELL, P.L.S.  
JULIEN P. SAUERLAND, P.L.S.  
LOUIS F. GAVIZEL, P.E.

### Lovell-Sauerland & Associates, Inc.

Engineers • Surveyors • Development Consultants • Planners

March 7, 1979  
File No. 78-268

#### LEGAL DESCRIPTION FOR DEAN ICHLBARGER

##### PARCEL 3

That portion of Lots 13 and 14, Block 4, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 13; thence S 87°47'40" E, along the south line of said Lot 13, a distance of 30.01 feet to the True Point of Beginning of this description; thence continuing S 87°47'40" E, along the south line of said Lot 13, a distance of 350.00 feet; thence S 89°29'38" E, a distance of 118.00 feet; thence S 89°29'38" E, a distance of 177.46 feet to an intersection with the westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 2216068, records of Snohomish County, Washington; thence N 15°24'11" E, along said westerly margin, a distance of 7.31 feet; thence N 1°41'01" E, along said westerly margin, a distance of 207.49 feet; thence N 0°18'10" E, along said westerly margin, a distance of 2.14 feet to an intersection with the line common to said Lots 13 and 14; thence N 87°47'40" W, along said common line, a distance of 200.11 feet; thence N 0°18'10" E, a distance of 232.20 feet; thence N 89°29'38" W, a distance of 354.30 feet to an intersection with a line drawn parallel with and lying 40.00 feet easterly of the west line of said Lots 13 and 14; thence S 0°30'22" W, along said parallel line, a distance of 252.56 feet to the True Point of Beginning.

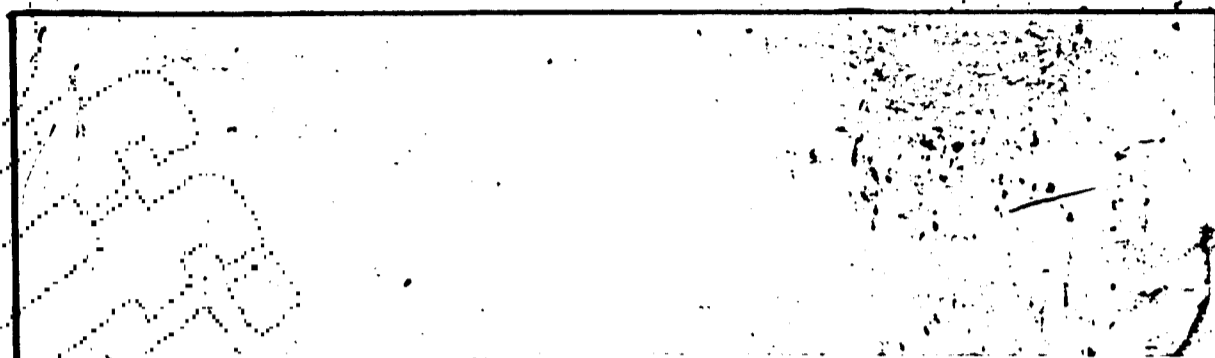
Containing 174240 square feet.

Exhibit: A-1

79032-319

1486-590

LOVELL SAUERLAND & ASSOCIATES



VERNON L. LOVELL, P.E.  
JUNGLE P. SAUERLAND, P.E.  
LOUIS F. CAVALIER, P.E.



### Lovell-Sauerland & Associates, Inc.

Engineers • Surveyors • Development Consultants • Planners

March 7, 1979  
File No. 78-268

#### LEGAL DESCRIPTION FOR DEAN FOR LBARGER

##### PARCEL 2

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof, recorded in Volume 2544 Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 14; thence S 87° 47' 40" E, along the south line of said Lot 14, a distance of 30.01 feet; thence N 0° 30' 22" E, parallel with the west line of said Lot 14, a distance of 12.56 feet to the True Point of Beginning of this description; thence continuing N 0° 30' 22" E, a distance of 189.94 feet to an intersection with the south margin of 200th Street S.W.; thence S 88° 07' 20" E, along said south margin, a distance of 357.75 feet to an intersection with a line drawn parallel with and lying 200.00 feet west of the westerly margin of Primary State Highway 1-E as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616065, Records of Snohomish County, Washington; thence S 0° 19' 20" W, along said parallel line, a distance of 181.37 feet to a point from which the True Point of Beginning bears N 89° 29' 34" W; thence N 89° 29' 34" W, a distance of 358.30 feet to the True Point of Beginning.

Containing 66456 square feet.

Exhibit: A-2

1486-531

7903230319

GERALD W. LOVELL, P.L.S.  
JURGEN P. SAUERLAND, P.L.S.  
LOUIS F. CAVIZZEL, P.E.



# Lovell-Sauerland & Associates, Inc.

Engineers • Surveyors • Development Consultants • Planners

March 7, 1979  
File No. 78-268

## LEGAL DESCRIPTION FOR DEAN ECHELBARGER

### PARCEL-3

That portion of Lot 13, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 13; thence S 87°47'40" E, along the south line of said Lot 13, a distance of 410.01 feet to the True Point of Beginning of this description; thence continuing S 87°47'40" E, along the south line of said Lot 13, a distance of 140.40 feet to an intersection with the westerly margin of Primary State Highway No. 1-E as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence N 15°14'11" E, along said westerly margin, a distance of 126.32 feet; thence N 89°24'38" W, a distance of 172.46 feet; thence S 0°30'22" W, a distance of 118.00 feet to the True Point of Beginning.

Containing 18815 square feet.

Exhibit: A-3

7903270319

1486 532

EASEMENT FOR UNDERGROUND

E-11624  
21(27-4)

400

7905220301

THIS INDENTURE made this 9 day of May, 1979, between Levitz Furniture Company of Washington, Inc.

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:

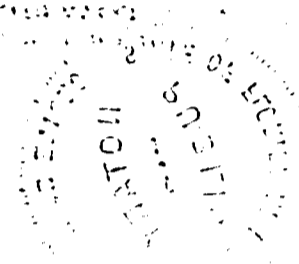
The north 10 feet of the east 10 feet of Lot 13, Block 6, Alderwood Manor, according to the plat thereof, recorded in volume 9 of plats, page 71, records of Snohomish County, Washington, lying west of 44th Avenue West in the City of Lynnwood.

RECORDED

1979 MAY 22 AM 11:24

HENRY B. WEAVER, AUDITOR SNOHOMISH COUNTY WASH.

DEPUTY [Signature]



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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground electric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in the County of Snohomish State of Washington; to-wit:

Same as above

NO SALES TAX REQUIRED

MAY 22 1979

KIRKE SHEPERS, 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 underground wires and appurtenances from said lands.

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

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

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors, or assigns shall permanently remove said underground 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.

LEVITZ FURNITURE COMPANY OF WASHINGTON, INC.

[Signature] VICE PRES

Attest: [Signature] Vol. 1522 Page 54A

7905220301

MAY 22 1979

STATE OF WASHINGTON, }  
COUNTY OF } ss.

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

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

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

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

STATE OF WASHINGTON, }  
COUNTY OF } ss.

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

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

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

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

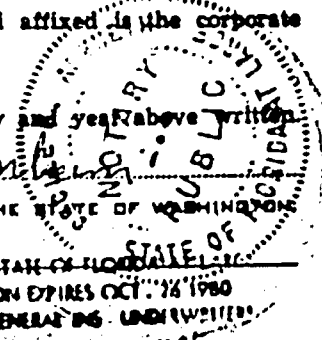
FLORIDA  
STATE OF WASHINGTON, }  
COUNTY OF DADE } ss.

(FOR CORPORATE ACKNOWLEDGMENT)

On this 9th day of May, A. D., 1979 before me personally appeared HENRY J. MORGAN  
to me known to be the Vice President, and HARRY O. BORETH to me known to be the Assistant  
Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said in-  
strument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,  
and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate  
seal of said corporation.

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

*Cecile R. ...*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_



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

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

7905220301

W. O. NO. 676011  
**EASEMENT**  
FROM  
LEVITZ FURNITURE COMPANY  
OF WASHINGTON, INC.  
TO  
PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY  
VOL. 1522 PAGE 65  
645

MAY 22 1979

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

CAIE

A U D I T O R I N D E X E N T R Y

F E E S -----

FILE # 7911010350 OK FLAG --- CONTINUE- --- UPDATE FLAG-2 FILING TYPE- 32

INSTRUMENT- Shelby FEE- 10.00 VOLUME- --- PAGE- ---

GRANTOR- E. Chubbenger - Hevity GRANTEE- F. K. Lewis

COMMENT OR LEGAL/ACCOUNT - # L. 21/2714

DEL TO - --- FILED BY - K. G. Lewis

STREET - --- CITY / STATE - ---

ZIP CODE - ---

GRANTOR/GRANTEE/SINGLE SATISFACTION --- REF DATE --- REF FILE NO. --- REF. VOL. / PAGE

\* --- COMMENTS / ACCOUNT NO. ---

# --- COMMENTS / ACCOUNT NO. ---

\* --- X COMMENTS / ACCOUNT NO. ---

*Handwritten scribbles*





GOVERNMENTAL  
DOCUMENT NO EEB

STATE OF WASHINGTON  
Dixy Lee Ray  
Governor

DEPARTMENT OF TRANSPORTATION  
Highway Administration Building, Olympia, WA 98504

NO SALES TAX  
REQUIRED

DEC 23 1979

AGREEMENT AND QUIT CLAIM DEED

IN THE MATTER OF Lynnwood Park and Ride Lot;

KIRKE STEVENS, Snohomish County Treasurer  
By Ralph Nylin Deputy

THIS AGREEMENT made and entered into this 8th day of

October, 1979 by and between the STATE OF WASHINGTON,  
Department of Transportation, hereinafter designated as the STATE, acting  
through the Washington State Department of Transportation Commission and  
the Secretary of Transportation, and CITY OF LYNNWOOD, a municipal  
corporation, hereinafter called the UTILITY, acting through its appointed  
officers and agents;

7912280315

WHEREAS, the UTILITY is the owner and holder of certain easements over,  
across and upon a portion of the right of way required for the above designated  
park and ride lot; and

WHEREAS, the underlying fee to said right of way is now or will be  
owned by the STATE; and

WHEREAS, State laws relative to said facilities require that the STATE  
shall acquire all rights essential to the construction, repair, maintenance  
and operation of said park and ride lot; and

WHEREAS, it is mutually beneficial to both STATE and UTILITY that a  
portion of certain installations of said UTILITY will be installed within  
said Lynnwood Park and Ride Lot at a place not presently within UTILITY's  
easements;

NOW THEREFORE, for and in consideration of the covenants and conditions  
set out herein and of the mutual benefits accruing to the parties hereto  
and other valuable consideration, it is agreed as follows:

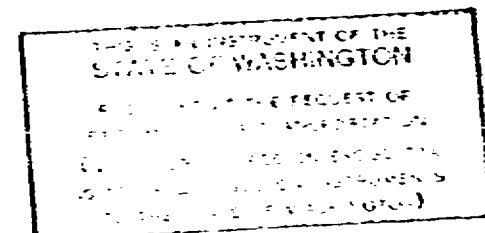
I

The UTILITY hereby conveys and quit claims to the STATE its easement  
interests in and to those lands described as follows:

That portion of those certain easement rights acquired by  
instruments recorded under Snohomish County Auditor's Nos.  
1658397, 1658398, and 1809565 lying within, over, under and  
upon Lots 9, 10, 11 and 12, Block 6 of Alderwood Manor, as  
per plat recorded in Volume 9 of Plats, page 71, records of  
Snohomish County, Washington.

VOL 1652 PAGE 651

All situated in Snohomish County, Washington.



7912280315

The specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia.

II

The STATE hereby conveys and quit claims to the UTILITY nonexclusive easements to construct, renew, replace, operate and maintain (except as restricted herein) underground utility facilities, the centerlines of said easements being described as follows:

Easement No. 1:

An easement 15 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of Lot 10, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; thence along the east boundary of said Lot 10, North  $0^{\circ}30'22''$  East, 42 feet to the true point of beginning; thence North  $50^{\circ}$  West, 440 feet; thence North  $40^{\circ}39'54''$  West, 459.16 feet, more or less, to a point on the west boundary of Lot 9, Block 6, of said Alderwood Manor, distant South  $0^{\circ}30'22''$  West, 76 feet from the northwest corner of said Lot 9.

Easement No. 2:

An easement 10 feet wide, the centerline of which is described as follows:

Beginning at the southwest corner of Lot 11, Block 6, Plat of Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; thence North  $0^{\circ}32'22''$  East, along the westerly line of said Lot 11, 85 feet; thence South  $40^{\circ}$  West, 25 feet, more or less, to intersect the northeasterly line of the above-described easement and the true point of beginning of this line description; thence North  $25^{\circ}$  East, 25 feet; thence South  $88^{\circ}25'33''$  East, 215 feet, more or less, to a point which is 5 feet northwesterly, when measured at right angles, to the west line of SR 5, East 200th St. to Swamp Creek; thence North  $32^{\circ}27'31''$  East parallel with said west line 178.27 feet; thence North  $14^{\circ}01'02''$  East, 400 feet; thence North  $0^{\circ}30'22''$  East, 89.366 feet to a point on the north line of Lot 12, Block 6, said Alderwood Manor, which is North  $87^{\circ}47'41''$  West, 173 feet from the west line of the said SR 5, E. 200th St. to Swamp Creek and the end of this line description.

III

In the event that it is necessary in the future to alter, relocate, or remove any of the presently existing facilities located within the above-described easement areas due to the STATE's requirements, after the STATE has approved the plans for such alteration, relocation, or removal and upon satisfactory completion of the work, the STATE shall reimburse the UTILITY for those costs incurred by such alteration, relocation or removal.

IV

In the event of any alteration or relocation of the UTILITY's facilities due to STATE's requirements the STATE will prepare for execution by the parties an appropriate agreement providing for such alteration or relocation, designating the relocation area, and setting out future relocation rights of the UTILITY.

Should any such alteration or relocation of UTILITY facilities require relocation outside of said right of way, the STATE will convey to the UTILITY, acquire on behalf of the UTILITY, or (if there is agreement in writing) reimburse the UTILITY for the cost of easement adequate to replace that easement, or portion thereof, herein quit claimed by the STATE, to the UTILITY.

V

The UTILITY agrees that all design and construction of and maintenance work on UTILITY facilities located within the designated easement area shall be in conformance with applicable Federal and State standards.

The UTILITY agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance and repair of any utility facilities placed within the easement area as herein conveyed by the STATE to said UTILITY at Paragraph II hereof.

VI

Where emergency work must be performed within the park and ride lot area, the UTILITY shall immediately notify the nearest maintenance office of the Washington State Department of Transportation and shall provide warning to the traveling public of such work in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways as amended and adopted by the Washington State Department of Transportation Commission.

VII

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their authorized officers, the day and year first above written.

CITY OF LYNNWOOD

By M. J. Hrdlicka  
Mayor

By R. W. [Signature]  
Title; City Clerk

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By [Signature]  
Chief Right of Way Agent  
Dated Dec 21, 1979

1979 DEC 28 PM 4: 01  
HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY  
Richard [Signature]

RECORDED

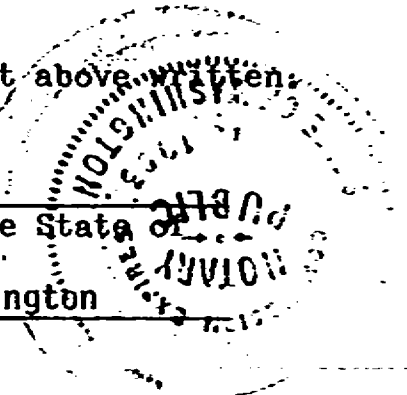
STATE OF WASHINGTON )  
County of Snohomish )ss

On this 8th day of October, 1979, before me personally  
appeared M. J. Hrdlicka and ////  
to me known to be the duly elected and qualified Mayor and ////  
of the City of Lynnwood, Washington, that executed the within and foregoing  
instrument and acknowledged said instrument to be the free and voluntary act and  
deed of said City, for the uses and purposes therein mentioned, and each on oath  
stated that he was authorized to execute said instrument by resolution of the  
Mayor and Council of said City, and that the seal affixed is the  
official seal of said City.



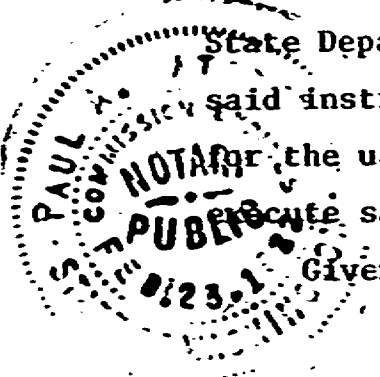
Given under my hand and official seal the day and year last above written.

[Signature]  
Notary Public in and for the State  
Washington,  
Residing at Lynnwood, Washington



STATE OF WASHINGTON )  
County of Thurston )ss

On this 21st day of December, 1979, before me personally  
appeared Keith L. Densley, known to me as the Chief Right of Way Agent, Washington  
State Department of Transportation, and executed the foregoing instrument, acknowledging  
said instrument to be the free and voluntary act and deed of the State of Washington,  
for the uses and purposes therein mentioned, and on oath stated that he is authorized to  
execute said instrument.



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

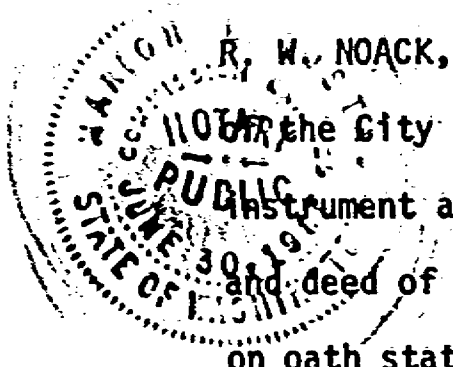
Paul A. Watershed  
Notary Public in and for the State of Washington,  
Residing at Olympia

VOL 1652 PAGE 654

7912280315

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS

On this 17th day of October, 1979, before me personally appeared R. W. NOACK, to me known to be the duly elected and qualified City Clerk of the City of Lynnwood, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by resolution of the Mayor and Council of said City, and that the seal affixed is the official seal of said City.



*Marion L. Rostad*  
Notary Public in and for the State of  
Washington, residing at Lynnwood, Washington.

EASEMENT FOR UNDERGROUND

E-12420  
21(27-4)

THIS INDENTURE made this 6<sup>TH</sup> day of SEPTEMBER, 1979, between  
JEDCO, a partnership; C.W. ASSOCIATES, a partnership, Michael Echelbarger and Kathleen Echelbarger  
his wife; Patrick Echelbarger and Marilyn Echelbarger, his wife; Dean Echelbarger and Gladys Echel-  
barger, his wife; Frank Keeler and Shirley Keeler, his wife; Herman Michelson and Barbara Michel-  
son, his wife; and Newman Conklin and Genevieve Conklin, his 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:

8001290119

That portion of Lot 14 lying South of 200th Street Southwest, as conveyed to Snohomish County by  
Deed recorded under Auditor's File No. 1831291, Block 6, Alderwood Manor, according to the plat  
thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington;  
EXCEPT portion thereof conveyed to the City of Lynnwood under Auditor's File No. 2246136; and  
EXCEPT that portion of said Lot 14, described as follows:  
Beginning at the intersection of the South right of way line of 200th Street, Southwest, with the  
West right of way line of Primary State Highway No. 1; thence West along said South line 200 feet;  
thence South parallel to said West line 205 feet; thence East parallel to said South line 200  
feet; thence North along said West line 205 feet to the true point of beginning.

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration,  
receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and  
licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground elec-  
tric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication  
wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in  
the County of Snohomish, State of Washington, to-wit:

The East 20 feet of the West 35 feet of the above-described property.

RECORDED

1980 JAN 29 AM 9:06

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY

NO SALES TAX  
REQUIRED

JAN 28 1980

KIRKE SEEVERS, Snohomish County Treasurer  
By Pat A. Postler  
Deputy

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

Also the right at all times to cut and/or trim all brush, timber, trees, or other growth standing or growing upon the lands of Grantor  
which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property by reason of proximity to said line.  
Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any struc-  
tures 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 underground 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.

JEDCO, C.W. Associates, Michael Echelbarger,  
Kathleen Echelbarger, Patrick Echelbarger,  
Marilyn Echelbarger, Dean Echelbarger,  
Gladys Echelbarger, Frank Keeler, Shirley  
Keeler, Herman Michelson, Barbara Michelson,  
Newman Conklin, Genevieve Conklin

by Dean Echelbarger Attorney in fact  
Newman B. Conklin  
attorney

8001290119

VOL 1656 PAGE 2903

STATE OF WASHINGTON  
County of SNOHOMISH } ss.

On this 4<sup>th</sup> day of DECEMBER, A. D. 1979, before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn personally appeared DEAN ECHELBERGER AND NEWMAN B. CONKLIN

to me known to be the individuals who executed the foregoing instrument as attorney in fact of JEDCO, CW ASSOC.  
MICHAEL, KATHLEEN, PATRICK, MARILYN, GLADYS, ECHELBERGER, FRANK, SHIRLEY, KELLOR, HELEEN, BARBARA, MICHELSON, AND GENEVIEVE CONKLIN  
therein described, and acknowledged to me that + they signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said individuals are is now living

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written

Roberts Echelberger  
Notary Public in and for the State of WASHINGTON  
residing at EDMUNDS

(Acknowledgment by Attorney in Fact. Washington Title Insurance Company. Form L 30)

STATE OF WASHINGTON } ss.  
COUNTY OF \_\_\_\_\_

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

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

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT \_\_\_\_\_

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON, } ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_, before me personally appeared \_\_\_\_\_

to me known to be the \_\_\_\_\_ President, and \_\_\_\_\_, to me known to be the \_\_\_\_\_ Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT \_\_\_\_\_

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

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

8001290119

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

FROM JEDCO, et al

TO \_\_\_\_\_

EASEMENT

W.S. NO. \_\_\_\_\_ W. O. NO. 986751

VOL 1656

PAGE 2904



EASEMENT FOR UNDERGROUND

85.00  
E-12421  
21(27-4)

THIS INDENTURE made this 26<sup>TH</sup> day of DECEMBER, 1979, between Levitz Furniture Company of Washington, Inc.

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:

See attached EXHIBIT "A".

8001290171  
RECORDED

1980 JAN 29 AM 9:22

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY

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

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its permittees and licensees the perpetual right, privilege, and authority to construct, erect, alter, improve, repair, operate and maintain an underground electric transmission and distribution line, consisting of transmission and distribution wires, transformers, pedestals, telephone communication wires, and other necessary or convenient appurtenances, across, under and upon the following described lands and premises situated in the County of Snohomish State of Washington, to-wit:

The West 35 feet and the South 10 feet of the East 20 feet of the West 55 feet of the above-described property.

NO SALES TAX  
REQUIRED

JAN 28 1980

KIRKE SIEVERS, Snohomish County Treasurer

By *Pat Apostolos*  
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 underground wires and appurtenances from said lands.

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

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

The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors, or assigns shall permanently remove said underground 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.  
Levitz Furniture Company of Washington, Inc.

BY: *Harry D. Smith, Vice Pres.*

BY: *Harry D. Smith, Asst Secy*

8001290171

VOL 1657 PAGE 0013

FLORIDA  
STATE OF WASHINGTON  
COUNTY OF

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

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

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

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

STATE OF WASHINGTON,  
COUNTY OF

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

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

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

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

FLORIDA  
STATE OF WASHINGTON  
COUNTY OF DADE

(FOR CORPORATE ACKNOWLEDGMENT)

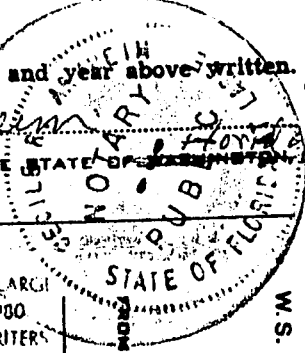
On this 17th day of December, A. D., 1979 before me personally appeared HENRY J. MORGAN  
to me known to be the Vice President, and Harry O. Boreth, to me known to be the

Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said in-  
strument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,  
and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate  
seal of said corporation.

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

Cecile R. Conheim  
NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA  
RESIDING AT Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 26 1980  
BONDED THRU GENERAL INS. UNDERWRITERS



PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

of Washington, Inc.

Levitz Furniture Company

EASEMENT

W.S. NO. \_\_\_\_\_ W. O. NO. 986751

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

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

8001290171

VOL 1657 PAGE 0014

RECORDING DATA

RETURN TO:

PUD NO. 1

BOX 1107

WASH.

8001290171

USE ONLY  
INSTRUMENT

EXHIBIT "A"

That portion of Lots 13 and 14, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows:

Commencing at the Southwest corner of said Lot 13; thence South 87°47'40" East, along the South line of said Lot 13, a distance of 30.01 feet to the true point of beginning of this description; thence continuing South 87°47'40" East, along the South line of said Lot 13, a distance of 380.00 feet; thence North 0°30'22" East, a distance of 118.00 feet; thence South 89°29'38" East, a distance of 172.46 feet to an intersection with the Westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence North 15°14'11" East, along said Westerly margin a distance of 7.31 feet; thence North 1°41'01" East, along said Westerly margin, a distance of 207.49 feet; thence North 0°18'10" East, along said Westerly margin, a distance of 2.18 feet to an intersection with the line common to said Lots 13 and 14; thence North 87°47'40" West, along said common line, a distance of 200.11 feet; thence North 0°18'10" East, a distance of 23.20 feet; thence North 89°29'38" West, a distance of 358.30 feet to an intersection with a line drawn parallel with and lying 30.00 feet Easterly of the West line of said Lots 13 and 14; thence South 0°30'22" West, along said parallel line, a distance of 352.56 feet to the true point of beginning.

8001290171

VOL 1657 PAGE 0015

8003310323

to City 4.00

"SINGLE UNIT" AGREEMENT

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN that the undersigned are the owners of those certain lands located in the City of Lynnwood and more particularly described as follows:

(Or see legal description attached hereto as Attachment A.)

The undersigned property owners do hereby state that they have applied for permits from the City of Lynnwood, for building or use for parking, based upon the use of all of said lands as a single unit; that the City of Lynnwood has issued permits to the undersigned based upon treatment of said properties as a single unit and the City is, hereby authorized to record this instrument giving notice to all persons who deal with all or any portion of said property, that said property has been treated in reliance upon its character as a single unit for issuance of permits by the City of Lynnwood.

DEAN ECHELBARGER, et al  
By: [Signature]

LEVITZ FURNITURE COMPANY, OF WASHINGTON, INC.  
By: [Signature]  
VICE - PRESIDENT

STATE OF WASHINGTON ss.  
COUNTY OF SNOHOMISH

The undersigned being first duly sworn on oath deposes and says that he/she is one of the owners named in the above instrument, that he/she has read the foregoing notice, understands the contents thereof, verifies the same to be true based upon personal knowledge and authorizes the City of Lynnwood to place the notice of record with the Auditor of Snohomish County.

[Signature]  
(SIGNATURE)

Subscribed and sworn to me this 17<sup>th</sup> day of January 1980

NO SALES TAX  
REQUIRED

[Signature]  
Notary public in and for the State  
of Washington residing at Edmonds

APR 1 - 1980

STATE OF FLORIDA  
County of DADE

KIRKE SIEVERS, Snohomish County Treasurer  
By: [Signature]  
Deputy

On this 21st day of January, 1980, before me, the undersigned, a Notary Public in and for the State of Florida duly commissioned and sworn, personally appeared

HENRY J. MORGAN  
to me known to be the Vice-President of Levitz Furniture Company of Washington, Inc.

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

[Signature]  
Notary Public in and for the State of Florida  
residing at Miami

FORM 288, ACKNOWLEDGMENT, CORPORATION

19100 44 Ave. W  
Lynnwood WA 98036

NOTARY PUBLIC STATE OF FLORIDA AT-LARGE  
MY COMMISSION EXPIRES OCT. 26 1980  
BONDED THRU GENERAL INS. UNDERWRITERS

8003310323

VOL 1664 PAGE 2650

EXHIBIT A

PARCEL A:

LOT 13, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE NORTH 150 FEET OF THE EAST 275 FEET; ALSO, EXCEPT PORTION CONVEYED TO STATE OF WASHINGTON UNDER AUDITOR'S FILE NO. 1480106 AND PORTION CONVEYED TO CITY OF LYNNWOOD UNDER AUDITOR'S FILE NO. 2246133.

PARCEL B:

THE NORTH 150 FEET OF THE EAST 275 FEET OF LOT 13, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

THAT PORTION OF LOT 14 LYING SOUTH OF 200TH STREET S.W., AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1831291, -BLOCK 6, ALDERWOOD MANOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT PORTION THEREOF CONVEYED TO THE CITY OF LYNNWOOD UNDER AUDITOR'S FILE NO. 2246136; AND EXCEPT THAT PORTION OF SAID LOT 14 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 200TH STREET, S.W. WITH THE WEST RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 1; THENCE WEST ALONG SAID SOUTH LINE 200 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE 205 FEET; THENCE EAST PARALLEL TO SAID SOUTH LINE 200 FEET; THENCE NORTH ALONG SAID WEST LINE 205 FEET TO THE TRUE POINT OF BEGINNING.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RECORDED

1980 MAR 31 PM 4:50

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY

*Ruby Anderson*

8003310323

VOL 1664 PAGE 2651

8003310324

700

AGREEMENT AND QUIT CLAIM DEED

IN THE MATTER OF Lynnwood Park and Ride Lot;

THIS AGREEMENT made and entered into this 8th day of

October, 1979 by and between the STATE OF WASHINGTON, Department of Transportation, hereinafter designated as the STATE, acting through the Washington State Department of Transportation Commission and the Secretary of Transportation, and CITY OF LYNNWOOD, a municipal corporation, hereinafter called the UTILITY, acting through its appointed officers and agents;

WHEREAS, the UTILITY is the owner and holder of certain easements over, across and upon a portion of the right of way required for the above designated park and ride lot; and

WHEREAS, the underlying fee to said right of way is now or will be owned by the STATE; and

WHEREAS, State laws relative to said facilities require that the STATE shall acquire all rights essential to the construction, repair, maintenance and operation of said park and ride lot; and

WHEREAS, it is mutually beneficial to both STATE and UTILITY that a portion of certain installations of said UTILITY will be installed within said Lynnwood Park and Ride Lot at a place not presently within UTILITY's easements;

NOW THEREFORE, for and in consideration of the covenants and conditions set out herein and of the mutual benefits accruing to the parties hereto and other valuable consideration, it is agreed as follows:

I

The UTILITY hereby conveys and quit claims to the STATE its easement interests in and to those lands described as follows:

That portion of those certain easement rights acquired by instruments recorded under Snohomish County Auditor's Nos. 1658397, 1658398, and 1809565 lying within, over, under and upon Lots 9, 10, 11 and 12, Block 6 of Alderwood Manor, as per plat recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington.

All situated in Snohomish County, Washington.

NO SALES TAX  
REQUIRED

APR 1 - 1980

KIRKE SHIVERS, Snohomish County Treasurer  
By *[Signature]*  
Deputy

19100-44 Ave. W.  
Lynnwood 98034

8003310324

The specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the office of the Secretary of Transportation at Olympia.

## II

The STATE hereby conveys and quit claims to the UTILITY nonexclusive easements to construct, renew, replace, operate and maintain (except as restricted herein) underground utility facilities, the centerlines of said easements being described as follows:

### Easement No. 1:

An easement 15 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of Lot 10, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; thence along the east boundary of said Lot 10, North  $0^{\circ}30'22''$  East, 42 feet to the true point of beginning; thence North  $50^{\circ}$  West, 440 feet; thence North  $40^{\circ}39'54''$  West, 459.16 feet, more or less, to a point on the west boundary of Lot 9, Block 6, of said Alderwood Manor, distant South  $0^{\circ}30'22''$  West, 76 feet from the northwest corner of said Lot 9.

### Easement No. 2:

An easement 10 feet wide, the centerline of which is described as follows:

Beginning at the southwest corner of Lot 11, Block 6, Plat of Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington; thence North  $0^{\circ}32'22''$  East, along the westerly line of said Lot 11, 85 feet; thence South  $40^{\circ}$  West, 25 feet, more or less, to intersect the northeasterly line of the above-described easement and the true point of beginning of this line description; thence North  $25^{\circ}$  East, 25 feet; thence South  $88^{\circ}25'33''$  East, 215 feet, more or less, to a point which is 5 feet northwesterly, when measured at right angles, to the west line of SR 5, East 200th St. to Swamp Creek; thence North  $32^{\circ}27'31''$  East parallel with said west line 178.27 feet; thence North  $14^{\circ}01'02''$  East, 400 feet; thence North  $0^{\circ}30'22''$  East, 89.366 feet to a point on the north line of Lot 12, Block 6, said Alderwood Manor, which is North  $87^{\circ}47'41''$  West, 173 feet from the west line of the said SR 5, E. 200th St. to Swamp Creek and the end of this line description.

## III

In the event that it is necessary in the future to alter, relocate, or remove any of the presently existing facilities located within the above-described easement areas due to the STATE's requirements, after the STATE has approved the plans for such alteration, relocation, or removal and upon satisfactory completion of the work, the STATE shall reimburse the UTILITY for those costs incurred by such alteration, relocation or removal.

3003310324

Sheet 2 of 5 Sheets

VOL 1664 PAGE 2653

IV

In the event of any alteration or relocation of the UTILITY's facilities due to STATE's requirements the STATE will prepare for execution by the parties an appropriate agreement providing for such alteration or relocation, designating the relocation area, and setting out future relocation rights of the UTILITY.

Should any such alteration or relocation of UTILITY facilities require relocation outside of said right of way, the STATE will convey to the UTILITY, acquire on behalf of the UTILITY, or (if there is agreement in writing) reimburse the UTILITY for the cost of easement adequate to replace that easement, or portion thereof, herein quit claimed by the STATE, to the UTILITY.

V

The UTILITY agrees that all design and construction of and maintenance work on UTILITY facilities located within the designated easement area shall be in conformance with applicable Federal and State standards.

The UTILITY agrees to restore to substantially the original condition such improvements as are disturbed during the construction, maintenance and repair of any utility facilities placed within the easement area as herein conveyed by the STATE to said UTILITY at Paragraph II hereof.

VI

Where emergency work must be performed within the park and ride lot area, the UTILITY shall immediately notify the nearest maintenance office of the Washington State Department of Transportation and shall provide warning to the traveling public of such work in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways as amended and adopted by the Washington State Department of Transportation Commission.

VII

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their authorized officers, the day and year first above written.

8003310324



CITY OF LYNNWOOD

By M. J. Hrdlicka  
Mayor

By R. W. Faab  
Title: City Clerk

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

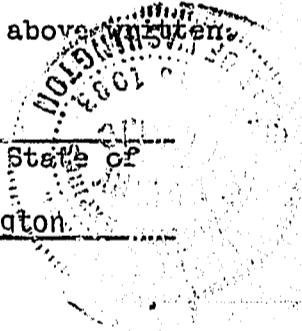
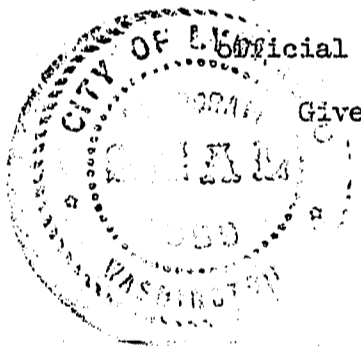
By [Signature]  
Chief Right of Way Agent  
Dated DEC 21, 1979

STATE OF WASHINGTON )  
County of Snohomish ) ss

On this 8th day of October, 1979, before me personally  
appeared M. J. Hrdlicka and ////  
to me known to be the duly elected and qualified Mayor and ////  
of the City of Lynnwood, Washington, that executed the within and foregoing  
instrument and acknowledged said instrument to be the free and voluntary act and  
deed of said City, for the uses and purposes therein mentioned, and each on oath  
stated that he was authorized to execute said instrument by resolution of the  
Mayor and Council of said City, and that the seal affixed is the  
official seal of said City.

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

[Signature]  
Notary Public in and for the State of  
Washington,  
Residing at Lynnwood, Washington

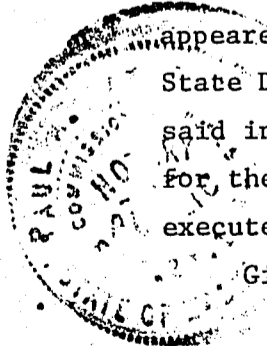


STATE OF WASHINGTON )  
County of Thurston ) ss

On this 21st day of December, 1979, before me personally  
appeared Keith L. Densley, known to me as the Chief Right of Way Agent, Washington  
State Department of Transportation, and executed the foregoing instrument, acknowledging  
said instrument to be the free and voluntary act and deed of the State of Washington,  
for the uses and purposes therein mentioned, and on oath stated that he is authorized to  
execute said instrument.

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

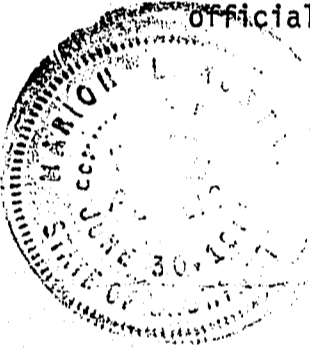
Paul A. Watershed  
Notary Public in and for the State of Washington,  
Residing at Olympia VOL 1664 PAGE 2655



8003310324

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss

On this 17th day of October, 1979, before me personally appeared R. W. NOACK, to me known to be the duly elected and qualified City Clerk of the City of Lynnwood, Washington, that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said City, for the uses and purposes therein mentioned, and each on oath stated that he was authorized to execute said instrument by resolution of the Mayor and Council of said City, and that the seal affixed is the official seal of said City.



*Marion L. Rostad*  
Notary Public in and for the State of  
Washington, residing at Lynnwood, Washington.

RECORDED

1980 MAR 31 PM 4:30

HENRY B. WAHLEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY  
*Clay Ambrose*

300 City of Lynnwood

8007250099

CONSTRUCTION & SLOPE EASEMENT

THE UNDERSIGNED GRANTORS, Phase Linear Corp. and ... for and in consideration of one Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, do hereby grant, convey and transfer unto the CITY OF LYNNWOOD, a municipal corporation, and its agents, a temporary easement, including the right to enter upon the real estate hereinafter described, during the period of construction, and construct, maintain, repair a slope easement over, across and through the lands hereinafter described, and to construct retaining walls thereon; and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said slope easement.

The easement hereby granted is located in the County of Snohomish, State of Washington, and is more particularly described as follows:

The West 10 feet, and the West 25 feet of the East 55 feet of Lot 8, Block 6, ALDERWOOD MANOR, according to plat recorded in Volume 9 of Plats, page 71, in Snohomish County, Washington.

Nothing herein contained shall in any way be construed to prohibit the Grantors from using said property as they deem fit, or to construct improvements thereon, so long as the use by Grantors does not aggravate the conditions for which this easement is granted, to-wit: To ensure the structural integrity and reduce maintenance of operation of the public street and sidewalk abutting said easement.

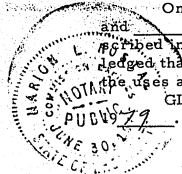
DATED this 22 day of August, 1979.

George M. Sheppard
Vice President of Manufacturing
Phase Linear Corp.

RECORDED

1980 JUL 25 AM 9:29
HENRY B. WHALEN, AUDITOR
SNOHOMISH COUNTY, WASH.

STATE OF WASHINGTON: ss.
COUNTY OF SNOHOMISH:



On this day personally appeared before me George M. Sheppard and ... to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 22nd day of August.

Marion L. Rosted
NOTARY PUBLIC in and for the State
of Washington residing at Lynnwood

NO SALES TAX
REQUIRED

JUL 25 1980

KIRKE SIEVERS, Snohomish County Treasurer
Deputy

8007250099

Vol 1676 Page 1218

8201200130

18.00

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Davia M. Love, Esq.  
Saga Corporation  
One Saga Lane  
Menlo Park, California 94025

RECORDED  
LAND TITLE CO. OF WASH.

1982 JAN 20 PM 2:40

HENRY B. WHALEN, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY \_\_\_\_\_

*Millard Smith*

*B-91068-1*

NO SALES TAX  
REQUIRED

JAN 21 1982

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS AND RESTRICTIONS  
AND GRANT OF EASEMENTS

KIRKE STEVENS, Snohomish County Treasurer  
BY *Francis*  
Deputy

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS AND GRANT OF EASEMENTS is made as of the 7th  
day of December, 1981, by and among LEVITZ CENTER  
ASSOCIATES, a joint venture, successor in interest to JEDCO, a  
partnership, C-W ASSOCIATES, a partnership, MICHAEL ECHELBARGER  
and KATHLEEN ECHELBARGER, husband and wife; PATRICK ECHELBARGER  
and MARILYN ECHELBARGER, husband and wife; DEAN ECHELBARGER and  
GLADYS ECHELBARGER, husband and wife; FRANK KEELER and SHIRLEY  
KEELER, husband and wife; HERMAN MICHELSON and BARBARA MICHELSON,  
husband and wife; NEWMAN CONKLIN and GENEVIEVE CONKLIN, husband  
and wife (hereinafter called "Echelbarger"), LEVITZ FURNITURE  
COMPANY OF WASHINGTON, INC. (hereinafter called "Levitz"), and  
SAGA PROPERTY MANAGEMENT CORPORATION, a California corporation  
(hereinafter called "Saga").

VOL 1735 PAGE 1501

8201200130

R E C I T A L S:

A. Levitz is the owner in fee of that parcel of real property designated Parcel 1 on Exhibit A hereto and legally described on Exhibit B-1 hereto (hereinafter called the "Levitz Parcel").

B. Echelbarger is the owner in fee of those portions of the real property designated Parcels 2 and 3 on Exhibit A hereto and legally described on Exhibits B-2 and B-3, respectively, hereto (hereinafter called the "Echelbarger Parcel").

C. Saga is the lessee of that certain real property designated Parcel 3 on Exhibit A hereto and legally described on Exhibit B-3 hereto (hereinafter called the "Saga Parcel") pursuant to a ground lease of even date herewith having a primary term of twenty-five (25) years.

D. Levitz and Echelbarger executed and recorded a Declaration of Covenants and Restrictions and Grant of Easements (hereinafter called the "Original Declaration") dated March 7, 1979, and recorded March 23, 1979, as Instrument No. 7903230319, in Book 1486, Page 580-592, in the Official Records of Snohomish County, Washington, which Original Declaration affects the Levitz Parcel, the Echelbarger Parcel and the Saga Parcel.

E. The parties hereto desire to amend the Original Declaration to add Saga as a party thereto and to impose certain obligations upon Saga.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the parties agree as follows:

1. Saga as Party. Saga is hereby added as a party to the Original Declaration, with all of the rights and obligations of the original parties, as though Saga executed the Original Declaration.

2. Maintenance. The Original Declaration is hereby amended by adding the following as Paragraph 2A:

"2.A. Notwithstanding anything herein contained to the contrary, Saga shall maintain the parking area located on Parcel 1 and cross-hatched on Exhibit A hereto, including but not limited to striping, snow removal, lighting and electric utility costs (which shall be included on Saga's utility meter), maintenance of lights, sweeping, cleaning, landscaping, and repaving. Saga shall make no changes to said parking area or landscaping which would affect access to or visibility of the building located on Parcel 1, without the prior consent of Levitz."

3. Notices. Paragraph 11 of the Original Declaration is hereby amended by adding thereto the following:

"To Saga: Saga Property Management Corporation  
Attention: Legal Department  
One Saga Lane  
Menlo Park, California 94025"

82012001\_30

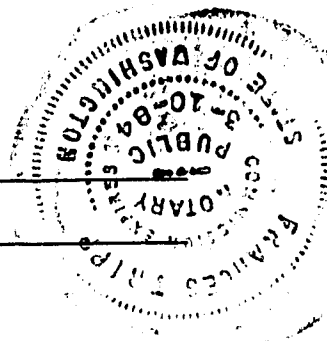
VOL 1735 PAGE 1503

4. Original Declaration. Except as provided herein, the provisions of the Original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is executed as of the day and year first above written.

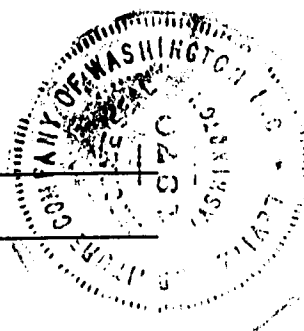
LEVITZ CENTER ASSOCIATES,  
A Joint Venture  
(Successor in Interest  
to Echelbarger)

By: *Jan Beebarger*  
Its: *General partner*



LEVITZ FURNITURE COMPANY OF  
WASHINGTON, INC.

By: *Hay J. King*  
Its: *Vice Pres.*



SAGA PROPERTY MANAGEMENT CORPORATION

By: *msmild*  
Its: Assistant Treasurer

8201200130

- 4 -

VOL 1735

PAGE

1504

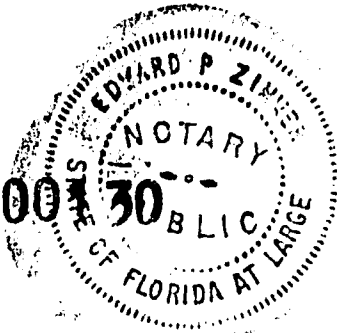
CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA    )  
                          :    ss:  
COUNTY OF DADE    )

On this 23rd day of October, 1981, before me personally appeared HENRY J. MORGAN to me known to be the Vice President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 23rd day of October, 1981.

*Edward P. Zimmer*  
NOTARY PUBLIC in and for  
the State of Florida  
residing at  
15001 NW 22 St.  
Pembroke Pine, Fla. 33026



82012001

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 8 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

VOL 1735 PAGE 1505

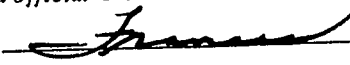


STATE OF WASHINGTON,  
County of Snohomish } ss.

On this day personally appeared before me Dean Echelbarger

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.

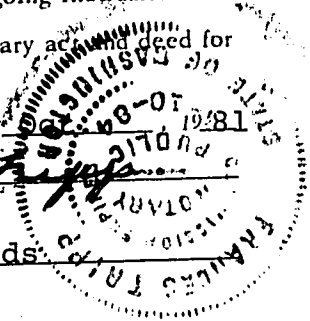
Given under my hand and official seal this 16th day of August 1981



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

TL-34 R1 8/74

SAFECO Title Insurance Company - ACKNOWLEDGMENT - ORDINARY



VOL 1735 PAGE 1506

8201200130

ACKNOWLEDGMENT

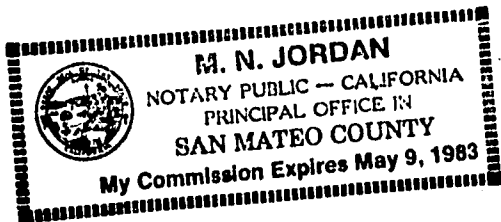
STATE OF CALIFORNIA )  
COUNTY OF San Mateo ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William F. Nichols, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Sequa Property Management Corporation, a California, and that he executed the same as the act of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 6th day of November, 1981.

(Seal)

M. N. Jordan

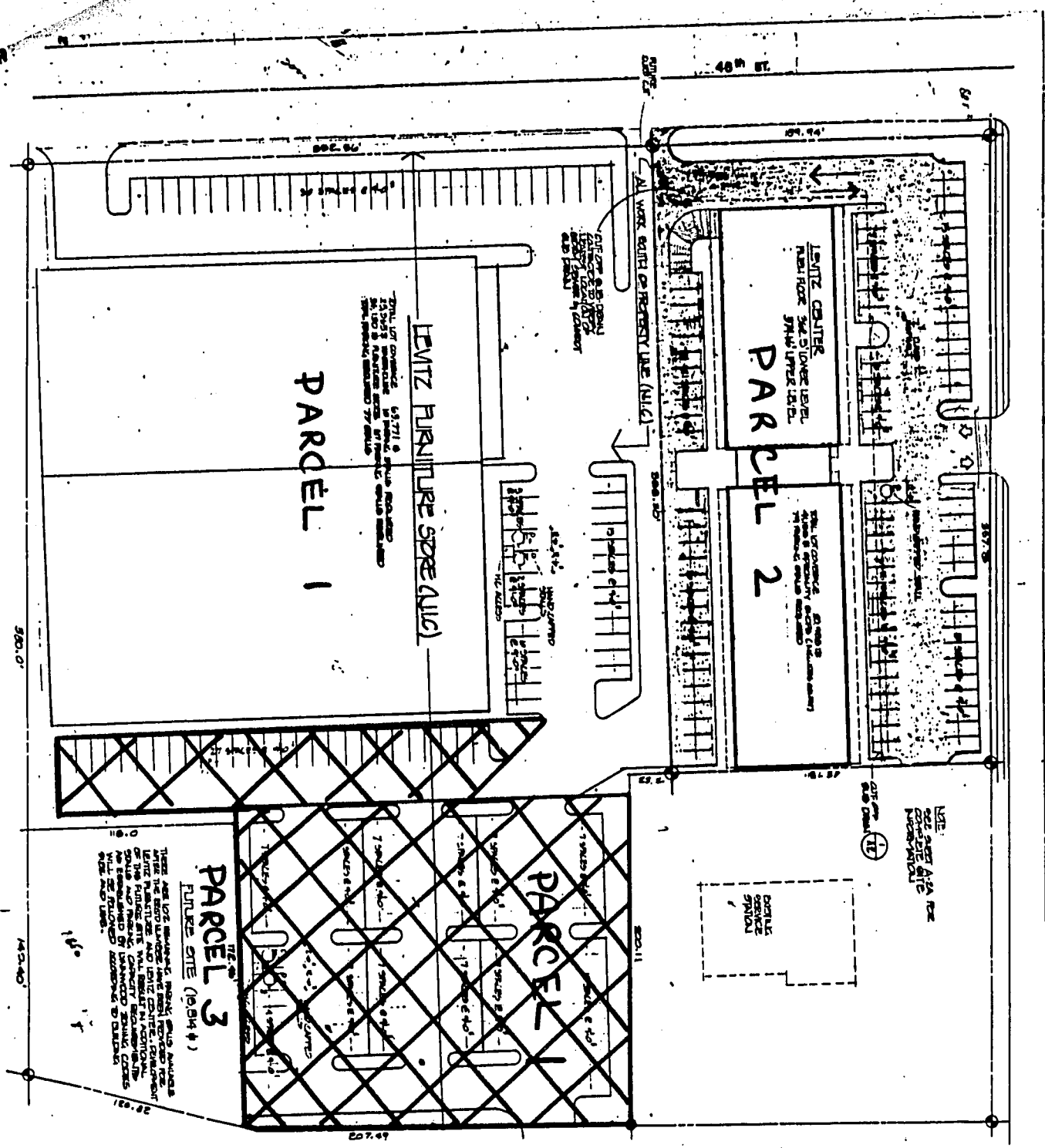


82012001 30

VOL 1735

PAGE 1507

Site Plan A ⊕



SHEET NO.  
**A2** SITE PLAN 'A'

**LEVITZ CENTER**  
**WARREN TAFON ARCHITECT**

DATE: 1-3-80  
 DRAWN: WMICG  
 CHECKED: *Warren Tafon*  
 JOB NO: 78-270  
 REVISION:

8201200130  
EXHIBIT A

VOL 1735 PAGE 1508

EXHIBIT B-1

PARCEL 1

That portion of Lots 13 and 14, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 13; thence S 87°47'40" E, along the south line of said Lot 13, a distance of 30.01 feet to the True Point of Beginning of this description; thence continuing S 87°47'40" E, along the south line of said Lot 13, a distance of 380.00 feet; thence N 0°30'22" E, a distance of 118.00 feet; thence S 89°29'38" E, a distance of 172.46 feet to an intersection with the westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence N 15°14'11" E, along said westerly margin, a distance of 7.31 feet; thence N 1°41'01" E, along said westerly margin, a distance of 207.49 feet; thence N 0°16'10" E, along said westerly margin, a distance of 2.18 feet to an intersection with the line common to said Lots 13 and 14; thence N 87°47'40" W, along said common line, a distance of 200.11 feet; thence N 0°18'10" E, a distance of 23.20 feet; thence N 89°29'38" W, a distance of 358.30 feet to an intersection with a line drawn parallel with and lying 30.00 feet easterly of the west line of said Lots 13 and 14; thence S 0°30'22" W, along said parallel line, a distance of 252.56 feet to the True Point of Beginning.

Containing 174240 square feet.

82012001 30

VOL 1735 PAGE 1509

PARCEL 2

EXHIBIT B-2

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 14; thence S 87° 47' 40" E, along the south line of said Lot 14, a distance of 30.01 feet; thence N 0° 30' 22" E, parallel with the west line of said Lot 14, a distance of 12.56 feet to the True Point of Beginning of this description; thence continuing N 0° 30' 22" E, a distance of 189.94 feet to an intersection with the south margin of 200th Street S.W.; thence S 88° 07' 20" E, along said south margin, a distance of 357.75 feet to an intersection with a line drawn parallel with and lying 200.00 feet west of the westerly margin of Primary State Highway 1-E as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence S 0° 18' 10" W, along said parallel line, a distance of 191.37 feet to a point from which the True Point of Beginning bears N 89° 29' 38" W; thence N 89° 29' 38" W, a distance of 358.30 feet to the True Point of Beginning.

Containing 66456 square feet.

VOL 1735 PAGE 1510

82012001 30

EXHIBIT B-3

PARCEL 3

That portion of Lot 13, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, on page 71, records of Snohomish County, Washington, described as follows: Commencing at the southwest corner of said Lot 13; thence S 87°47'40" E, along the south line of said Lot 13, a distance of 410.01 feet to the True Point of Beginning of this description; thence continuing S 87°47'40" E, along the south line of said Lot 13, a distance of 140.40 feet to an intersection with the westerly margin of Primary State Highway No. 1-E as conveyed to the State of Washington by deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence N 15°14'11" E, along said westerly margin, a distance of 126.32 feet; thence N 89°29'38" W, a distance of 172.46 feet; thence S 0°30'22" W, a distance of 118.00 feet to the True Point of Beginning.

Containing 18815 square feet.

82012001 30

VOL 1735 PAGE 1511

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

CAIE

8505015001

AUDITOR INDEX ENTRY

FEES -----

FILE #

OK FLAG

CONTINUE

UPDATE FLAG

FILING TYPE

INSTRUMENT

*Deed*

FEE

SF

VOL

PG

GRANTOR

*HEV RON R.V.A. INC.*

GRANTEE

*Public*

COMMENT OR LEGAL/ACCOUNT #

*21 / 27 / 4*

DEL TO

*Good, Mitching,*

FILED BY

*Good, Mitching,*

STREET

---

CITY/STATE

ZIP CODE

GRANTOR / GRANTEE / SINGLE SATISFACTION

REF DATE

REF FILE NO.

1985 MAY -1 AM 10: 28  
DEPT. OF REVENUE, AUDITOR  
SMITHSONIAN COUNTY, WASH.  
REF VOL / PAGE  
CORDED

\*

---

COMMENTS / ACCOUNT NO.

\*

---

COMMENTS / ACCOUNT NO.

\*

---

X COMMENTS / ACCOUNT NO.

AU-18



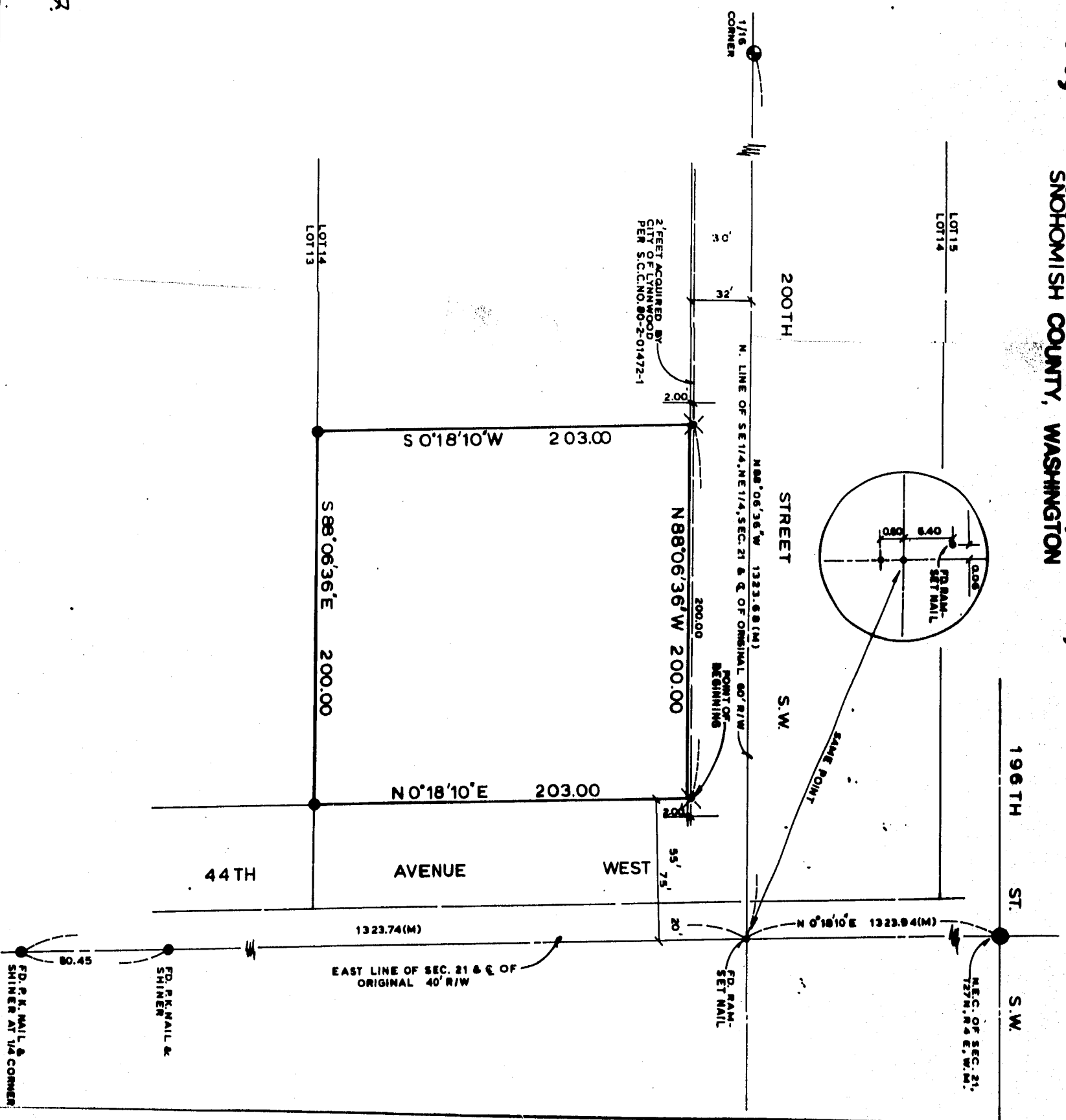
SE 1/4, NE 1/4 of SEC. 21 TWP. 27 N., RG. 4 E., W.M. SNOHOMISH COUNTY, WASHINGTON

196TH ST. S.W.

- LEGEND:**
- FOUND CONCRETE MONUMENT
  - MONUMENT IN CASE
  - ① FOUND HUB IN CASE
  - FOUND BRASS PLUG
  - ✦ FOUND P.K. NAIL
  - ◆ FOUND HARD NAIL
  - ✕ FOUND TACK IN LEAD
  - FOUND WOOD STAKE
  - FOUND IRON PIPE
  - SET CAPPED IRON PIN
  - ✕ SET TACK IN LEAD
  - SET 2"x4" WOOD STAKE
  - ▲ SET 2"x2" WOOD HUB
- BEARINGS: REFER TO PLAT OF ALDERWOOD MANOR BASED ON 44TH AVE. W. BEARING N 07°10' E

**DESCRIPTION:**

THAT PORTION OF LOT 14, BLOCK 5, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LING SOUTH OF 200TH STREET S.W., AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1831291, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF 200TH STREET S.W. WITH THE WEST RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 1, THENCE WEST ALONG SAID SOUTH LINE 200 FEET, THENCE SOUTH PARALLEL TO SAID WEST LINE 205 FEET, THENCE EAST PARALLEL TO SAID SOUTH LINE 200 FEET, THENCE NORTH ALONG SAID WEST LINE 205 FEET TO THE TRUE POINT OF BEGINNING EXCEPT THE NORTH 2 FEET THEREOF ACQUIRED BY THE CITY OF LYNNWOOD IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 80-2-01472-1.



8505015001  
8505015001  
135.57  
11.50

**AUDITOR ON RECORDER'S CERTIFICATE**

Filed for record this 1 day of May, 1985 at 10:28AM in Book 2 of Surveys at page 317 at the request of BUSH, ROSS & HUTCHINGS, INC.

DEAN V. WILLIAMS  
County Auditor of

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Surveyors Act of the State of Washington, U.S.A., 1889.

JOY WARRER  
Certificate No. 21599

**SURVEY FOR:**

CHEVRON U.S.A. INC.

|            |        |       |           |         |         |
|------------|--------|-------|-----------|---------|---------|
| Drawn by   | NM     | Date  | 3-25-1985 | Job No. | 1863.04 |
| Checked by | J.P.W. | Scale | 1" = 40'  | Sheet   | 1 of 1  |



BUSH, ROSS & HUTCHINGS, INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
SEATTLE, WASHINGTON 98104

No. 1041281 12/27/2002 11:28 AM  
Thank you for your payment.  
PMT

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P.O. Box 47338  
Olympia, WA 98504-7338



\*200212270390\* 200212270390  
12/27/2002 11:45 AM Snohomish  
P.0004 RECORDED County

200212270390

*Document Title Warranty Deed*  
*Reference Number of Related Document N/A*  
*Grantor(s) Central Puget Sound Regional Transit Authority*  
*Grantee State of Washington*  
*Legal Description Ptn of Lot 8, Blk 6, Alderwood Manor, Vol 9 of Plats, pg 71*  
*Additional Legal Description is on Page(s) 4 of Document*  
*Assessor's Tax Parcel Number(s) 003726-006-008-00 and 003726-006-008-02*

PNWT 108962-1

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

Snohomish County Sundry Site Plans, Lynnwood Park and Ride Lot

The Grantor, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington and authorized under RCW 81.112, for and in consideration of A DONATION, hereby conveys and warrants to the **STATE OF WASHINGTON**, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between 46th Ave. W. as shown on Snohomish County Sundry Site Plans, Lynnwood Park and Ride Lot and the following described property abutting thereon, situated in Snohomish County, Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington:

See Exhibit A attached hereto and made a part hereof.

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

Grantor's donation to the State of Washington is made voluntarily and with full knowledge of Grantor's entitlement to receive just compensation therefor.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the Grantor, its successors and assigns.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Dated Oct. 31, 2002

Accepted and Approved:

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**, a regional transit  
authority

By: Joann H. Francis  
JOANN H. FRANCIS, Chief Administrative  
Officer

**STATE OF WASHINGTON  
Department of Transportation**

By: Gerald L. Gallinger  
Gerald L. Gallinger  
Director, Real Estate Services

Dated Dec 20, 2002

**Office of Legal Counsel  
Approved as to Form:**

By: Beth Ryan

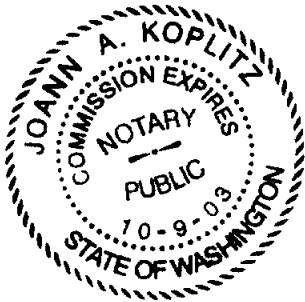
200212270390

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

STATE OF WASHINGTON        )  
  : ss.  
County of King              )

On this 31<sup>st</sup> day of October, 2002, before me personally appeared JOANN H. FRANCIS, to me known to be the Chief Administrative Officer of Central Puget Sound Regional Transit Authority, a regional transportation authority of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument.

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



Joann Koplitz  
Notary (print name) JOANN A. KOPLITZ  
Notary Public in and for the State of Washington,  
residing at Bothell, WA  
My Appointment expires 10-9-03

**200212270390**

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

**EXHIBIT A**

Lot 8, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 Plats, page 71, in Snohomish County, Washington; EXCEPT the east 30 feet for road conveyed by deed under Recording Number 2308132.

EXCEPT the State agrees to permit the construction on its right of way a TYPE C OFF and ON APPROACH to be used by the transit agency specified for ingress and egress to the transit center, at or near Highway Engineer's Station NS 14+74 RT, as shown on sheet 14 of the hereinafter mentioned map of definite location, and to which OFF and ON APPROACH only, the Grantor, its successors or assigns reserve a right of reasonable access for that purpose only. Said approach shall not exceed 60 feet in width.

Also, the Grantor, its successors or assigns, reserves a right of reasonable access to 46th Ave. W., northerly of Highway Engineer's Station NS 13+14.

The specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval September 29, 1978, revised June 18, 2002.

Reviewed:

J. Henry Howard

Dated:

October 29, 2002

**200212270390**



200301070237  
01/07/2003 10:30 AM Snohomish  
P.0002 RECORDED County

**NO EXCISE TAX  
REQUIRED**

JAN 7 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
1700 E. COLLEGE WAY  
MOUNT VERNON, WA 98273

200301070237

**EASEMENT  
(customer form)**

REFERENCE # \_\_\_\_\_  
GRANTOR MC DONALD  
GRANTEE PUGET SOUND ENERGY, INC.  
SHORT LEGAL PTN Lots 13 & 14, Block 6 ALDER WOOD MANOR see full legal on page 2  
ASSESSOR'S PROPERTY TAX PARCEL: 003726-006-013-01

OP or U MAP NO: \_\_\_\_\_ JOB NO: 106097646 FILE: 41465

For and in consideration of One Dollar (\$1 00) and other valuable consideration in hand paid, BLAZEN, LLC  
by Kevin & Elaine McDonald MEMBERS  
("Grantor" herein), its successors and assigns hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), its successors and assigns for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property ("Property" herein) in Snohomish county, Washington

**SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**EASEMENT LOCATION.** Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by existing building footings, foundations, and/or subsurface structures

- 1. Purpose.** Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Together with the right of access over and across said Property to enable Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems
- 2. Grantor's Use of Easement Area.** Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rockeries, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein

DATED this 11 day of Dec, 2002.

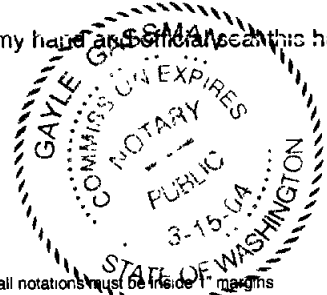
GRANTOR BY KJM Member  
BY Member

NOTE SIGNATURES ARE REQUIRED OF ALL CO-OWNERS OF PROPERTY

STATE OF WASHINGTON )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this 11 day of Dec, 2002, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KJM McDonald Elaine McDonald \*, to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that they signed the same as theirs free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this hereto affixed the day and year in this certificate first above written



Gayle Gasman  
Gayle Gasman  
(Print or stamp name of Notary)  
**NOTARY PUBLIC** in and for the State of Washington,  
residing at Lynnwood  
My appointment expires 3-15-2004

Notary seal, text and all notations must be inside margins

## EXHIBIT "A"

That portion of Lots 13 and 14 in Block 6 of ALDERWOOD MANOR, according to Plat recorded in Volume 9 of Plats at Page 71, in Snohomish County, Washington, described as follows:

COMMENCING at the Southwest corner of said Lot 13, thence South  $87^{\circ}47'40''$  East along the South line of said Lot 13, a distance of 30.01 feet to the TRUE POINT OF BEGINNING; thence continuing South  $87^{\circ}47'40''$  East along the South line of said Lot 13, a distance of 380.00 feet; thence North  $00^{\circ}30'22''$  East, a distance of 118.00 feet; thence South  $89^{\circ}29'38''$  East, a distance of 172.46 feet to an intersection with the westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by Deed recorded under Snohomish County Auditor's File No. 1616068, records of Snohomish County, Washington; thence North  $15^{\circ}41'11''$  East, along said westerly margin a distance of 7.31 feet; thence North  $01^{\circ}41'01''$  East, along said westerly margin a distance of 207.49 feet; thence North  $00^{\circ}18'10''$  East, along said westerly margin a distance of 2.18 feet to an intersection with the line common to Lots 13 and 14; thence North  $87^{\circ}47'40''$  West along said common line, a distance of 200.11 feet; thence North  $00^{\circ}18'10''$  East, a distance of 23.20 feet; thence North  $89^{\circ}29'38''$  West, a distance of 358.30 feet to an intersection with a line parallel with and lying 30.00 feet easterly of the west line of said Lots 13 and 14; thence South  $00^{\circ}32'22''$  West along said parallel line, a distance of 352.56 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Snohomish, State of Washington.

**200301070237**



200301220940 12 PGS  
 Aft 01-22-2003 12:10pm \$30.00  
 SNOHOMISH COUNTY, WASHINGTON

**NO EXCISE TAX  
 REQUIRED**

JAN 22 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

Don Vogt  
 Central Puget Sound Regional Transit Authority  
 Union Station  
 401 S. Jackson St.  
 Seattle, WA 98104-2826

200301220940

Document Title: **SIDEWALK and UTILITY EASEMENT**  
 Grantor: **Echelbarger, etux, etal**  
 Grantee: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,  
 a regional transit authority of the State of Washington**  
 Reference Nos.: **None**  
 Abbrev. Legal: **Ptn Lot 14, Blk 6, Alderwood Manor** 510078-C(10)  
 Additional Lgl.: **Exhibits A and B** 1ST AM  
 Assessor's No.: **3726 006 014 0602**

IN THE MATTER OF: Lynnwood Transit Center Project

GRANTOR, Patrick Echelbarger and Marilyn Echelbarger, Husband and wife, Dean Echelbarger, as his separate estate, Leo Dean Echelbarger as Personal Representative of the estate of Gladys T. Echelbarger, deceased, Frank Keeler and Shirley Keeler, Husband and Wife, Newman Conklin and Genevieve Conklin, Husband and wife, Scott Swoboda, as his separate estate, Stuart W. Michelson, as his separate Estate, each as their interest appears of record, for valuable consideration, in lieu of and subject to condemnation, for public use, hereby grants to GRANTEE, Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington, an easement and right-of-way (the "Easement") described in Exhibits A and B attached hereto and by this reference incorporated herein, a permanent easement for sidewalk, utilities and franchise utilities, street lighting, landscaping and for the construction, reconstruction, operation, maintenance, repair, and replacement thereof, and appurtenances thereto, together with the right of access into the easement area across Grantors' property at times and locations which are reasonable and enable Grantee to exercise its rights under this easement. Said Easement contains an area of 377 square feet, more or less.

Grantor shall retain the right to use the easement area so long as said use does not materially interfere with Grantee's use of the Easement.

Grantee does hereby release, indemnify and promise to defend and save Grantor harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor in defense thereof, resulting or arising directly or indirectly on account of or out of acts or omissions of the Grantee or its servants, agents, employees or contractors in the exercise of the rights granted herein; provided, however, this paragraph does not indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Grantor or Grantor's agents or employees.

This Easement may be assigned by Grantee, and shall be binding upon Grantee's successors and assigns.



Dated this 28<sup>th</sup> day of January, ~~2001~~ 2002.

GRANTOR;

Patrick Echelbarger  
Dean Echelbarger

Patrick Echelbarger by Dean Echelbarger  
His attorney in fact

Marilyn Echelbarger  
Dean Echelbarger

Marilyn Echelbarger by Dean Echelbarger  
Her attorney in fact

Frank Keeler  
Dean Echelbarger

Frank Keeler by Dean Echelbarger  
His attorney in fact

Shirley Keeler  
Dean Echelbarger

Shirley Keeler by Dean Echelbarger  
Her attorney in fact

Genevieve Conklin  
Dean Echelbarger

Genevieve Echelbarger by  
Dean Echelbarger

Her attorney in fact

Dean Echelbarger  
Leo Dean Echelbarger

Dean Echelbarger  
Leo Dean Echelbarger as Personal  
Representative of the Estate of  
Gladys T. Echelbarger, deceased

Stuart W. Michelson  
Stuart W. Michelson

Patrick Echelbarger  
Newman B Conklin

Patrick Echelbarger by Newman Conklin  
His attorney in fact

Marilyn Echelbarger  
Newman B Conklin

Marilyn Echelbarger by Newman Conklin  
Her attorney in fact

Frank Keeler  
Newman B Conklin

Frank Keeler by Newman Conklin  
His attorney in fact

Shirley Keeler  
Newman B Conklin

Shirley Keeler by Newman Conklin  
Her attorney in fact

Newman Conklin  
Newman B Conklin

Genevieve Echelbarger by Newman Conklin  
Her attorney in fact

Newman B Conklin  
Newman Conklin

(See attached for original signature)  
Scott Swoboda

~~Wells Fargo Bank, As Trustee of the  
Herman Michelson Testamentary Trust  
By~~

Accepted and Approved:

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,  
a regional transit authority of the State of Washington

By Joann H. Francis  
Its Chief Administrative Officer

200301220940

Dated this 28<sup>th</sup> day of January, ~~2001~~ <sup>2002</sup>.

GRANTOR;

Patrick Echelbarger  
Dean Echelbarger  
Patrick Echelbarger by Dean Echelbarger  
His attorney in fact  
Marilyn Echelbarger  
by Dean Echelbarger  
Marilyn Echelbarger by Dean Echelbarger  
Her attorney in fact  
Frank Keeler  
by Dean Echelbarger  
Frank Keeler by Dean Echelbarger  
His attorney in fact  
Shirley Keeler  
by Dean Echelbarger  
Shirley Keeler by Dean Echelbarger  
Her attorney in fact  
Genevieve Conklin  
by Dean Echelbarger  
Genevieve Echelbarger by  
Dean Echelbarger  
Her attorney in fact

Dean Echelbarger  
Dean Echelbarger  
Leo Dean Echelbarger  
Leo Dean Echelbarger as Personal  
Representative of the Estate of  
Gladys T. Echelbarger, deceased

Patrick Echelbarger  
Newman B Conklin  
Patrick Echelbarger by Newman Conklin  
His attorney in fact  
Marilyn Echelbarger  
Newman B Conklin  
Marilyn Echelbarger by Newman Conklin  
Her attorney in fact  
Frank Keeler  
Newman B Conklin  
Frank Keeler by Newman Conklin  
His attorney in fact  
Shirley Keeler  
Newman B Conklin  
Shirley Keeler by Newman Conklin  
Her attorney in fact  
Newman Conklin  
Newman B Conklin  
Genevieve Echelbarger by Newman Conklin  
Her attorney in fact

Newman B Conklin  
Newman Conklin  
Scott Swoboda  
Scott Swoboda

Stuart W. Michelson

Wells Fargo Bank, As Trustee of the  
Herman Michelson Testamentary Trust

By \_\_\_\_\_

Accepted and Approved:

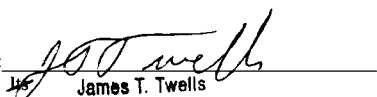
GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,  
a regional transit authority of the State of Washington

By Joann H. Francis  
Its Chief Administrative Officer

200301220940

AS AUDITOR'S FILE No 8301260100, SUBSEQUENT ASSIGNMENT OF DEED OF TRUST; COLLATERAL ASSIGNMENT OF LEASE AND ASSIGNMENT; AND SECURITY AGREEMENT – EQUIPMENT, FIXTURES, OR CONSUMER GOODS (“ASSIGNMENT OF BENEFICIAL INTEREST”) DATED APRIL 1, 1990 AND RECORDED ON DECEMBER 31, 1990 IN THE RECORDS OF SNOHOMISH COUNTY, WASHINGTON, RECORDING NUMBER 9012310455 IN VOLUME 2404 AT PAGE 0459, AND SUBSEQUENT FURTHER ASSIGNMENT OF BENEFICIAL INTEREST UNDER INSTRUMENT DATED JANUARY 21, 1993 AND RECORDED JANUARY 26, 1993 AS AUDITOR'S FILE NO. 9301260102 AND RECORDED IN VOLUME 2679 OF MORTGAGES, AT PAGE 0744, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AS AMENDED BY AMENDED AND RESTATED DEED OF TRUST AND SECURITY AGREEMENT DATED JUNE 14, 1993 AND RECORDED JUNE 14, 1993 AS RECORDING NO. 9306140328 IN VOLUME 2742 AT PAGE 1911 OR OTHER SALE OF SAID PROPERTY DESCRIBED IN SAID DEED OF TRUST UNDER JUDICIAL OR NON-JUDICIAL PROCEEDINGS, THE SAME SHALL BE SOLD SUBJECT TO SAID UTILITY EASEMENT.

THE MANUFACTURERS LIFE INSURANCE COMPANY

JB  
BY:   
James T. Twells  
Authorized Signing Officer

**200301220940**

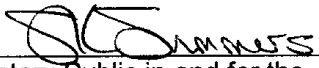
PROOF OF EXECUTION

PROVINCE OF ONTARIO

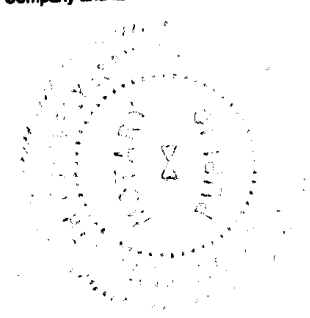
JUDICIAL DISTRICT OF YORK

I certify that on the 23<sup>rd</sup> day of July, 2002, at the City of Toronto, Province of Ontario, Judicial District of York, Canada, James T. Twells of THE MANUFACTURERS LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, to me know to be the same person whose name is subscribed in the foregoing instrument as such Authorized Signing Officer of the said Corporation, acknowledged that he/~~she~~ signed, sealed with the corporate seal of the Corporation, and delivered the said instrument as his/~~her~~ own free and voluntary act and as the free and voluntary act of the said Corporation for the purposes therein set forth.

In testimony of which I set my hand and seal of office at the City of Toronto, Province of Ontario, Judicial District of York, Canada, this 23<sup>rd</sup> day of July, 2002

  
Notary Public in and for the  
Province of Ontario

SYLVIA ELIZABETH KORTVELYESSY SUMMERS,  
Notary Public, City of Toronto, limited to the attestation of  
instruments and the taking of affidavits for  
The Manufacturers Life Insurance Company and its  
subsidiaries and affiliates.  
Expires November 4, 2004.

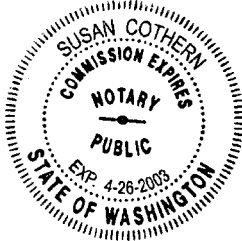


200801220940

WASHINGTON  
STATE OF ARIZONA )  
COUNTY OF Snohomish ) ss.

I hereby certify that I know or have satisfactory evidence that Dean Echelbarger is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Attorney in Fact of Patrick Echelbarger, Marilyn Echelbarger, Frank Keeler, Shirley Keeler and Genevieve Echelbarger to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

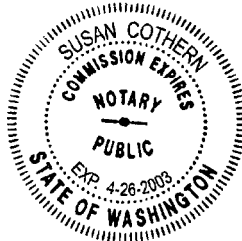
Dated 1-28-2002 - Notary Seal  
Susan Cothern  
Notary Public in and for the State of ~~Arizona~~ Washington  
Susan Cothern  
Printed Name  
Residing at Woodinville  
My appointment expires 4-26-2003



WASHINGTON  
STATE OF ARIZONA )  
COUNTY OF Snohomish ) ss.

I hereby certify that I know or have satisfactory evidence that Leo Dean Echelbarger is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Gladys T. Echelbarger to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 1-28-2002 - Notary Seal  
Susan Cothern  
Notary Public in and for the State of Washington  
Susan Cothern  
Printed Name  
Residing at Woodinville  
My appointment expires 4-26-2003



WASHINGTON  
STATE OF ARIZONA )  
COUNTY OF Snohomish ) ss.

I hereby certify that I know or have satisfactory evidence that Newman Conklin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the attorney in fact of Patrick Echelbarger, Marilyn Echelbarger, Frank Keeler, Shirley Keeler and Genevieve Echelbarger to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 1-28-2002 - Notary Seal  
Susan Cothern  
Notary Public in and for the State of Washington  
Susan Cothern  
Printed Name  
Residing at Woodinville  
My appointment expires 4-26-2003

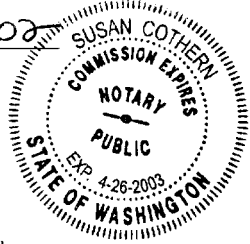


200801220940

washington )  
STATE OF ~~ARIZONA~~ ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Dean Echelbarger appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his/ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-28-2002

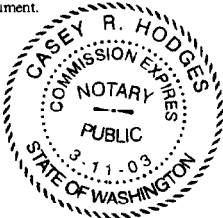


Susan Cothern  
Notary Public  
Residing at Woodinville  
My appointment expires 4-26-2003

Washington )  
STATE OF ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Stuart W. Michelson appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 2-19-02

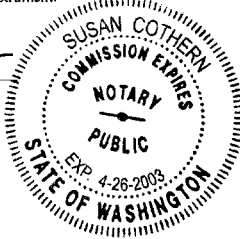


Casey R. Hodges  
Notary Public  
Residing at Seattle  
My appointment expires 3-11-03

Washington )  
STATE OF ) ss.  
COUNTY OF Snohomish )

I certify that I know or have satisfactory evidence that Newman Conklin appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-28-2002



Susan Cothern  
Notary Public  
Residing at Woodinville  
My appointment expires 4-26-2003

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

**SEE ATTACHED FOR ORIGINAL NOTARY**

I certify that I know or have satisfactory evidence that Scott Swoboda appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

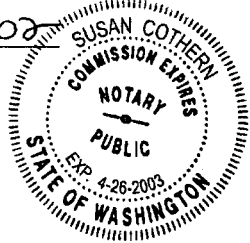
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

200301220940

washington )  
STATE OF ~~ARIZONA~~ )  
COUNTY OF Snohomish ) ss.

I certify that I know or have satisfactory evidence that Dean Echelbarger appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his/ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-28-2002



Susan Cothern  
Notary Public  
Residing at Woodinville  
My appointment expires 4-26-2003

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I certify that I know or have satisfactory evidence that Stuart W. Michelson appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

washington )  
STATE OF \_\_\_\_\_ )  
COUNTY OF Snohomish ) ss.

I certify that I know or have satisfactory evidence that Newman Conklin appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1-28-2002

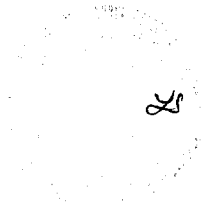


Susan Cothern  
Notary Public  
Residing at Woodinville  
My appointment expires 4-26-2003

Hawaii )  
STATE OF \_\_\_\_\_ )  
COUNTY OF Mau ) ss.

I certify that I know or have satisfactory evidence that Scott Swoboda appeared before me, and said person (s) acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 4-4-2002



Yvonne Luwibe  
Notary Public  
Residing at Waikuku MAUI, Hawaii  
My appointment expires 4-11-2003

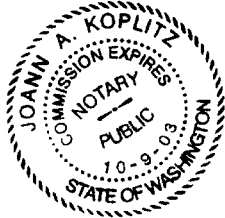
200301220940

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

On this 30<sup>th</sup> day of September, 2002, before me personally appeared Joann H. Francis to me known to be the Chief Administrator of the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington, the authority that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said regional transit authority, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Joann A. Koplitz  
Notary Public in and for the State of Washington, residing at Bothell, WA  
My commission expires: 10-9-03  
Joann A. Koplitz  
[Type or Print Notary Name]

200301220940



## Exhibit A

### Existing Tax Lot Parcel No. 3726-006-014-0602

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats at Page 71, records of Snohomish County, Washington, lying South of 200th Street Southwest, as conveyed to Snohomish County by deed recorded under Recording Number 1831291, located in the NE Quarter of Section 21, Township 27 North, Range 4 East, WM; except that portion thereof conveyed to the City of Lynnwood under Recording No. 2246136; also except that portion of said Lot 14 described as follows: Commencing at the intersection of the South right-of-way line of 200th Street Southwest with the West right-of-way line of Primary State Highway No. 1; thence West along said South line 200 feet; thence South parallel to said West line 205 feet; thence East parallel to said South line 200 feet; thence North along said West line 205 feet to the true point of beginning.;

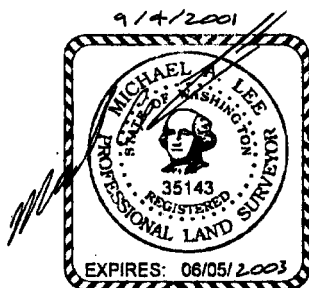
also except that portion conveyed to Levitz Furniture Company of Washington, Inc. by deeds recorded under Recording Nos. 7903230318, 7904050181 and 794050182; also that portion condemned by the City of Lynnwood in Snohomish County Superior Court Case No. 80-2-01472-1.

### Permanent Sidewalk and Utility Easement

Said Permanent Sidewalk and Utility Easement being a portion of the above described Existing Tax Lot Parcel No. 3726-006-014-0602, more particularly described as follows:

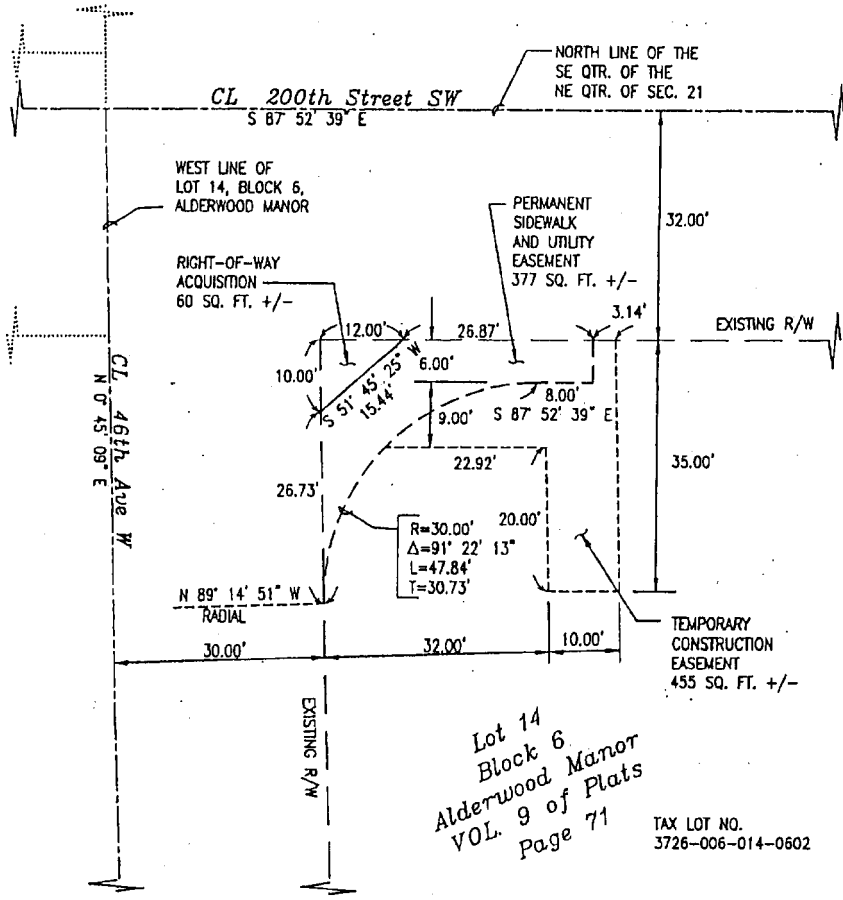
Commencing at the intersection of the Easterly margin of 46th Avenue West with the Southerly margin of 200th Street Southwest, (said point being 30 feet Easterly of the centerline of 46th Avenue West and 32 feet Southerly of the centerline of 200th Street Southwest); thence along said Southerly margin, South 87° 52' 39" East a distance of 12.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly margin, South 87° 52' 39" East a distance of 26.87 feet; thence at a right angle to said Southerly margin, South 2° 07' 21" West a distance of 6.00 feet; thence parallel with said Southerly margin, North 87° 52' 39" West a distance of 8.00 feet to the beginning of a curve, concave to the Southeast having a radius of 30.00 feet; thence Southwesterly along said curve through a central angle of 91° 22' 13" an arc length of 47.84 feet to a point of non-tangency on the Easterly margin of 46th Avenue West; thence along said Easterly margin, North 0° 45' 09" East a distance of 26.73 feet; thence North 51° 45' 25" East a distance of 15.44 feet to the point of beginning, as shown on 'Exhibit B', attached hereto.

Said described Permanent Sidewalk and Utility Easement containing 377 square feet, more or less.



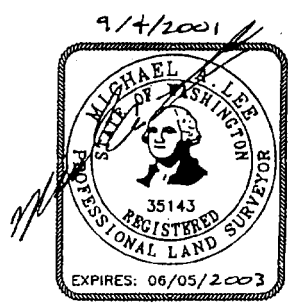
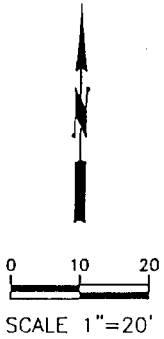
200801220940

SEC 21, T 27 N, R 4 E, WM  
 SNOHOMISH COUNTY, WASHINGTON



Lot 14  
 Block 6,  
 Alderwood Manor  
 VOL. 9 of Plats  
 Page 71

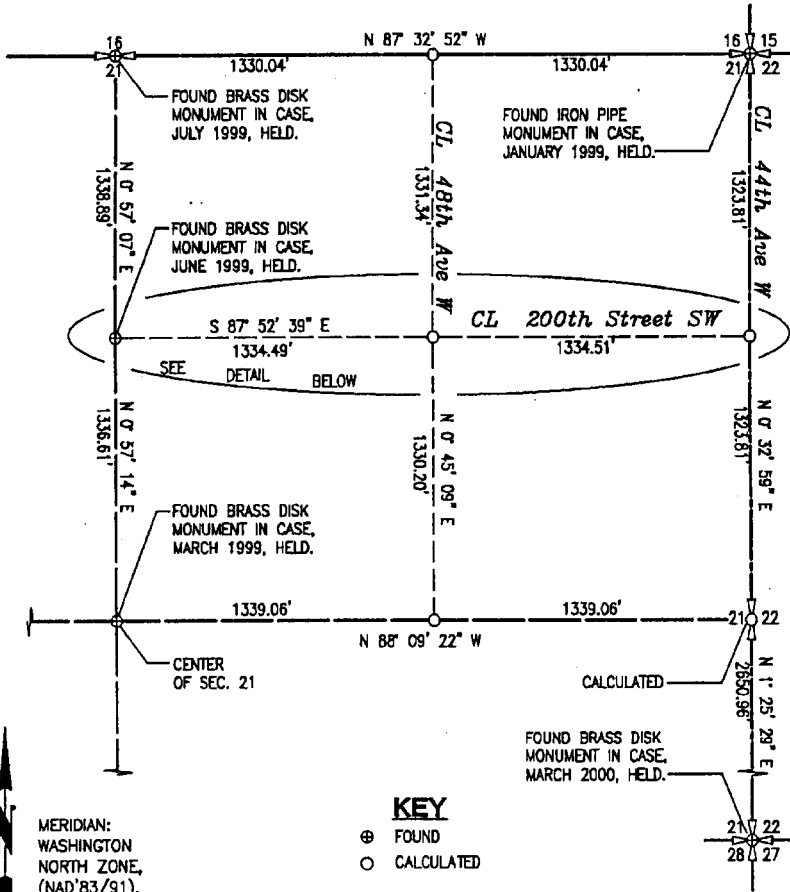
TAX LOT NO.  
 3726-006-014-0602



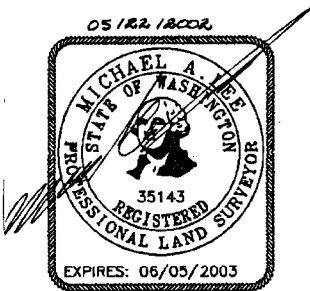
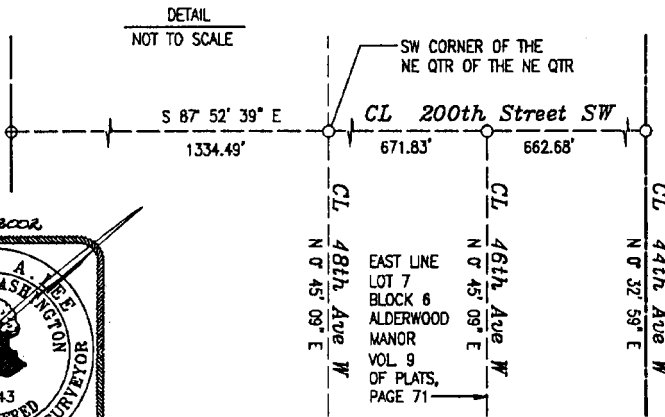
|   |                     |                    |   |            |
|---|---------------------|--------------------|---|------------|
| <b>INCA</b><br>INCA ENGINEERS INC.<br>400 112th Avenue NE<br>Bellevue, WA 98004<br>(425) 635-1000 | DATE:<br>Aug. 2001  | SCALE"<br>1" = 20' | <b>'EXHIBIT B'</b><br>City of Lynnwood<br>Sound Transit<br>200th Street SW Improvements | SHEET<br>1 |
|   | DRAWN:<br>DLT/M.LEE | JOB NO.<br>98011   |   | OF<br>2    |

200301220940

**SUBDIVISION OF  
SEC 21, T 27 N, R 4 E, WM  
SNOHOMISH COUNTY, WASHINGTON**



MERIDIAN:  
WASHINGTON  
NORTH ZONE,  
(NAD'83/91).



**INCA**  
INCA ENGINEERS INC.  
400 112th Avenue NE  
Bellevue, WA 98004  
(425) 835-1000

DATE: May 2002  
SCALE: NO SCALE  
DRAWN: DLT/M.LEE  
JOB NO. 98011A

**'EXHIBIT B'**  
City of Lynnwood  
Sound Transit  
200th Street SW Improvements

SHEET 2  
OF 2

**200301220940**

After recording please return to:  
PUD No. 1 of Snohomish County  
Attn: Real Estate Services - 04  
P.O. Box 1107  
Everett, WA 98206

**NO EXCISE TAX  
REQUIRED**

**MAY 30 2003**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200305301834 1 PG  
05-30-2003 04:11pm \$19.00  
SNOHOMISH COUNTY, WASHINGTON

REFERENCE NO.: AF# 2327079  
GRANTOR(S): Public Utility District No. 1 of Snohomish County  
GRANTEE(S): Phase Linear Corporation  
Q/S/T/R: NE ¼ 21 (27-4)  
PARCEL NO.: 00372600600800  
00372600600802

PUD EASEMENT NO.: E-7079

**NOTICE THAT ENTIRE EASEMENT IS EXTINGUISHED**

**Easement Granted.** Public Utility District No. 1 of Snohomish County (the "District"), or its assignor, was granted an easement for a distribution line by a document recorded under Snohomish County Auditor's File No. **2327079**. That document has a reversion clause which provides that the rights, title, privileges and authority granted shall terminate when the District permanently removes its facilities or permanently abandons the line.

**Entire Easement Extinguished.** Notice is hereby given that the District has permanently removed its facilities from the property and / or permanently abandoned all of the line located thereon. The District's action triggered the reversion clause and the entire easement has been extinguished pursuant to the terms of the grant. This Notice confirms that the District claims no right, title, privilege, authority or interest in any property by reason of the document identified above.

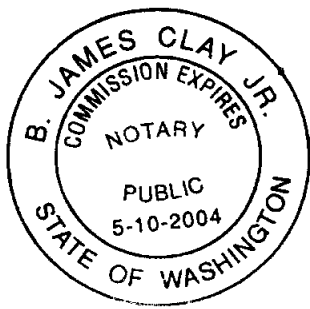
Public Utility District No. 1 of Snohomish County

By: *Ted Thompson*  
Ted Thompson, Manager, Real Estate  
Corporate Support Services Division

State of Washington )  
County of Snohomish )

I certify that I know or have satisfactory evidence that Ted Thompson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Real Estate Manager, Corporate Support Services Division of Public Utility District No. 1 of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

(Seal/Stamp Below)



Dated 5-30-2004  
Signature of *B. James Clay Jr.*  
Notary Public  
My appointment expires 5-10-2004

**NO EXCISE TAX  
REQUIRED**

JUL 21 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI**AFTER RECORDING RETURN TO:**

Public Utility District No. 1 of Snohomish County

Attn: Real Estate Services - 04

P.O. Box 1107

Everett, WA 98206

200307210905 3 PGS  
07-21-2003 02:27pm \$21.00  
SNOHOMISH COUNTY, WASHINGTON

1180 (Rev. 3/92)

**DISTRIBUTION EASEMENT  
Underground and/or Overhead**E- 45613  
NE 21(27-4)  
(334479-06)

THIS INDENTURE made this 14<sup>th</sup> day of JULY 2003, between  
Central Puget Sound Regional Transit Authority, a Regional Transit Authority organized under  
the laws of the State of Washington and authorized under RCW 81.112  
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and Verizon  
Northwest Inc., hereinafter referred to as Grantee; WITNESSETH:  
WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State  
of Washington, described as follows:

Lot 8, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71,  
records of Snohomish county, Washington;  
EXCEPT the East 30 feet for road conveyed by deed under Auditor's File No. 2308132.

Tax Parcel Nos. 00372600600800  
00372600600802

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:

That portion of Lot 8, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of  
Plats, Page 71, records of Snohomish County, Washington, being a strip of land ten (10') feet in width,  
lying five (5') feet on each side of the centerline of the electrical and telephone facilities situated  
therein, described as follows:

Commencing five (5') feet northerly of the southeast corner of said Lot 8, thence westerly and parallel  
to the south line of said Lot 8, forty seven (47') feet; thence northerly to a point fifty two (52') feet  
westerly from the east line of said Lot as measured at right angles, and one hundred sixty (160') feet  
northerly of the south line of said Lot and there terminating, as shown as the darkened area on  
EXHIBIT 'A' attached hereto and by reference made a part hereof;

TOGETHER WITH a strip of land ten (10') feet in width lying five (5') feet on each side of the centerline  
of the electrical and telephone facilities situated therein, described as follows:

Commencing at a point one hundred fifty (150') feet northerly of the southeast corner of said Lot as  
measured along the easterly line thereof; thence northwesterly fifty (50'+/-) feet, more or less, to a  
point on the south margin of Grantor's "Transit Center - North Plaza"; thence continuing parallel  
thereto six hundred ten (610'+/-) feet, more or less, to the easterly margin of 48<sup>th</sup> Avenue West as now  
situated and constructed, and there terminating, as shown as the darkened dashed line on said  
EXHIBIT 'A'.

Situate in the County of Snohomish, State of Washington.

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 approval of the District.

The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) 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 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.

*Please sign and have notarized below*

Central Puget Sound Regional Transit Authority

By: JKB for JOANN H. FRANCIS  
(JANICE K. BONDAR)  
ACTING CHIEF ADMINISTRATIVE OFFICER

Approved as to Form

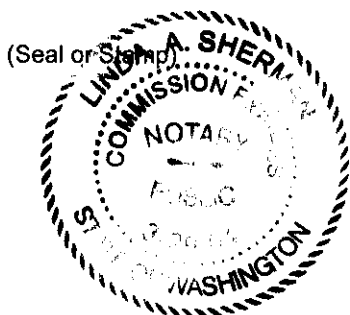
By Pellegrin  
Sound Transit Legal Counsel

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington  
County of King

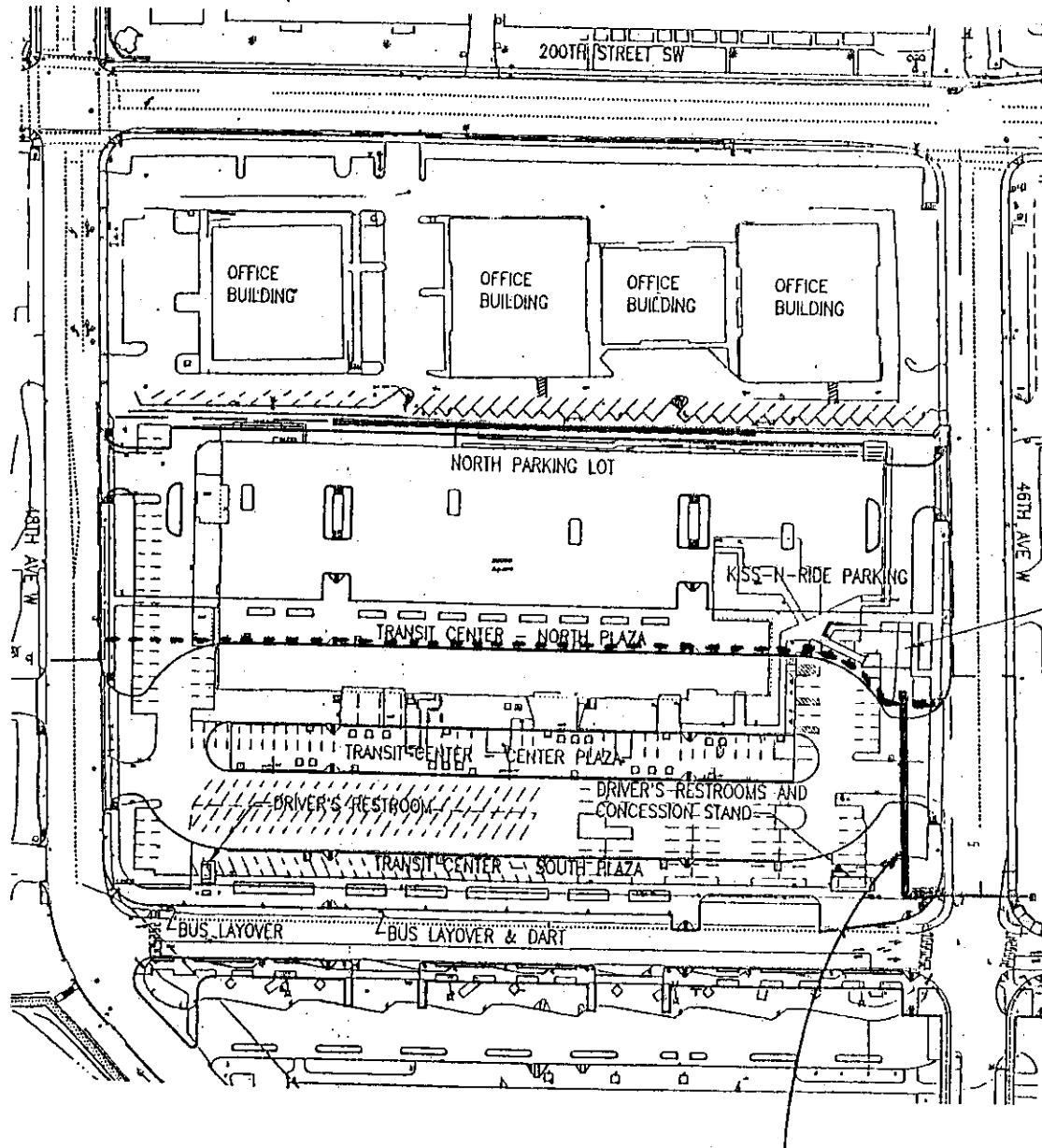
I certify that I know or have satisfactory evidence that Janice K Bondar and \_\_\_\_\_ signed this instrument, on oath stated that (he she, they) (was were) authorized to execute the instrument and acknowledged it as the Acting Chief Officer, Trustee, President, etc. ~~Administrative Officer~~ of Central Puget Sound Regional Transit Authority to be (Name of party on behalf of who instrument was executed)

the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 7-14-03  
Signature of Linda A. Sherman  
Notary Public  
Title Notary Public  
My appointment expires 3-29-04

# EXHIBIT 'A'



~~ELECTRICAL~~ FACILITIES LOCATED APPROXIMATELY AS SHOWN AS DARKENED AREA AND DASHED DARKENED AREA

↑  
NORTH  
NO SCALE

PAGE 3 OF 3

FORM 1024L Rev. 2/97

Lot 8, Block 6, Alderwood Manor, located in the Southeast quarter of the Northeast quarter of Section 21, Township 27 North, Range 4, EWM

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

Drawn

Date

*RUB*

4-7-03

287046

2.00

No. 2359438 4/13/2004 10:50 AM  
Thank you for your payment.  
GERI



200404130719 11 PGS  
04-13-2004 10:58am \$29.00  
SNOHOMISH COUNTY. WASHINGTON

After recording return document to:

Don Vogt  
Central Puget Sound Regional Transit Authority  
Union Station  
401 S Jackson St.  
Seattle, WA 98104-2826

*Document Title. Warranty Deed (Access Rights Only)*  
*Reference Number of Related Document: N/A*  
*Grantor(s): Blazen, LLC*  
*Grantee: Central Puget Sound Regional Transit Authority*  
*Legal Description: Ptn of Lots 13 & 14, Blk 6, Alderwood Manor, Snohomish County, Washington, which lies in the Northeast 1/4 of S21, T27N, R4E, W.M.*  
*Additional Legal Description is on Page(s) 6 of Document*  
*Assessor's Tax Parcel Number(s): 00372600601301 PTN OF*

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

Snohomish County Sundry Site Plans, Lynnwood Park and Ride Lot

The Grantor, BLAZEN, LLC, a Washington limited liability company, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and warrants to CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington and authorized under RCW 81.112, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between the following described property abutting thereon, further described on page 6 of this document, southerly of Highway Engineer's Station NS 13+14, situated in Snohomish County, Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington:

See Exhibit A attached hereto and made a part hereof.



**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

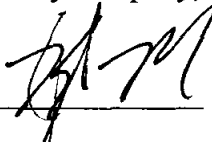
It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the Grantor, its successors and assigns.

FIRST MUTUAL BANK, A WASHINGTON CORPORATION, JOINS IN THE EXECUTION HEREOF SOLELY AS BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY JOINS IN THE EXECUTION HEREOF SOLELY AS TRUSTEE AND TOGETHER HEREBY AGREE THAT IN THE EVENT OF THE FORECLOSURE OF SUBJECT DEED OF TRUST (UNDER RECORDING NUMBER 200303260500) OR OTHER SALE OF SAID PROPERTY DESCRIBED IN SAID DEED OF TRUST UNDER JUDICIAL OR NON-JUDICIAL PROCEEDINGS, THE SAME SHALL BE SOLD SUBJECT TO THE ACCESS RESTRICTIONS DESCRIBED IN EXHIBIT A.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Central Puget Sound Regional Transit Authority unless and until accepted and approved hereon in writing for the Central Puget Sound Regional Transit Authority by its Chief Administrative Officer.

Dated 3/3/04, 2003

By: **BLAZEN, LLC**,  
a Washington limited liability company,

By: Member   
Kevin McDonald

Its: Member

By: **First Mutual Bank, a Washington Corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: **First American Title Company**

By: \_\_\_\_\_  
its: \_\_\_\_\_

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

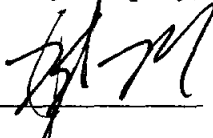
It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the Grantor, its successors and assigns.

FIRST MUTUAL BANK, A WASHINGTON CORPORATION, JOINS IN THE EXECUTION HEREOF SOLELY AS BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY JOINS IN THE EXECUTION HEREOF SOLELY AS TRUSTEE AND TOGETHER HEREBY AGREE THAT IN THE EVENT OF THE FORECLOSURE OF SUBJECT DEED OF TRUST (UNDER RECORDING NUMBER 200303260500) OR OTHER SALE OF SAID PROPERTY DESCRIBED IN SAID DEED OF TRUST UNDER JUDICIAL OR NON-JUDICIAL PROCEEDINGS, THE SAME SHALL BE SOLD SUBJECT TO THE ACCESS RESTRICTIONS DESCRIBED IN EXHIBIT A.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Central Puget Sound Regional Transit Authority unless and until accepted and approved hereon in writing for the Central Puget Sound Regional Transit Authority by its Chief Administrative Officer.

Dated 3/3/04, 2003

By: **BLAZEN, LLC**,  
a Washington limited liability company,

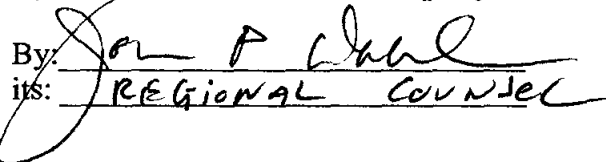
By: Member   
Kevin McDonald

Its: Member

By: **First Mutual Bank, a Washington Corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: **First American Title Company**

By:   
its: REGIONAL COUNSEL

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

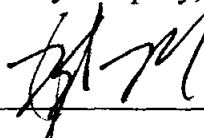
It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the Grantor, its successors and assigns.

FIRST MUTUAL BANK, A WASHINGTON CORPORATION, JOINS IN THE EXECUTION HEREOF SOLELY AS BENEFICIARY AND FIRST AMERICAN TITLE INSURANCE COMPANY JOINS IN THE EXECUTION HEREOF SOLELY AS TRUSTEE AND TOGETHER HEREBY AGREE THAT IN THE EVENT OF THE FORECLOSURE OF SUBJECT DEED OF TRUST (UNDER RECORDING NUMBER 200303260500) OR OTHER SALE OF SAID PROPERTY DESCRIBED IN SAID DEED OF TRUST UNDER JUDICIAL OR NON-JUDICIAL PROCEEDINGS, THE SAME SHALL BE SOLD SUBJECT TO THE ACCESS RESTRICTIONS DESCRIBED IN EXHIBIT A.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Central Puget Sound Regional Transit Authority unless and until accepted and approved hereon in writing for the Central Puget Sound Regional Transit Authority by its Chief Administrative Officer.

Dated 3/3/04, 2003

By: **BLAZEN, LLC,**  
a Washington limited liability company,

By: Member   
Kevin McDonald

Its: Member

By: **First Mutual Bank, a Washington Corporation**

By: Sandy A. Jamini  
Its: Sr. Vice President

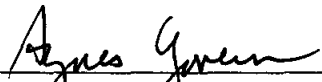
By: **First American Title Company**

By: \_\_\_\_\_  
its: \_\_\_\_\_

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

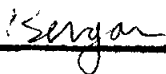
Accepted and Approved

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

  
\_\_\_\_\_  
Agnes Govern  
Acting Chief Administrative Officer

Dated: 3/9/04

**Office of Legal Counsel  
Approved as to Form:**

By: 

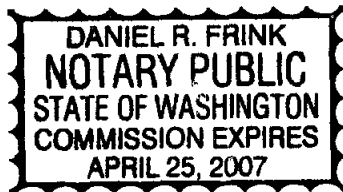
**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

STATE OF WASHINGTON            )  
  : ss.  
COUNTY OF Snohomish        )

On this 3<sup>rd</sup> day of March, 2004, before me personally appeared Kevin McDonald, to me known to be a Managing Member of BLAZEN, LLC, a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Daniel R. Frink  
Notary (print name) Daniel R. Frink  
Notary Public in and for the State of Washington,  
residing at Kenmore, WA  
My Appointment expires 4/25/07





**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

**EXHIBIT A**

**LIMITED ACCESS RIGHTS:**

THE GRANTOR HEREIN CONVEYS AND GRANTS TO THE GRANTEE, ALL RIGHTS OF INGRESS AND EGRESS (INCLUDING ALL EXISTING, FUTURE, OR POTENTIAL EASEMENTS OF ACCESS, LIGHT, VIEW AND AIR) TO, FROM AND BETWEEN THE FOLLOWING DESCRIBED EXISTING TAX LOT PARCEL NO. 00372600601301 AND THE NS LINE SURVEY AS SHOWN ON SHEET 14, 'SNOHOMISH COUNTY SUNDRY SITE PLANS, LIMITED ACCESS PLAN, FULL AND MODIFIED CONTROL, LYNNWOOD PARK AND RIDE LOT', APPROVED SEPTEMBER 29, 1978 AND REVISED JUNE 18, 2002, ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, ALONG A PORTION OF THE EASTERLY MARGIN OF SAID NS LINE (ALSO KNOWN AS 46TH AVENUE WEST), WHICH LIES SOUTH OF HIGHWAY ENGINEER'S STATION NS 13+14.

RESERVING UNTO SAID GRANTOR, ITS SUCCESSORS AND/OR ASSIGNS, A TYPE C OFF AND ON APPROACH, WHICH IS NOT TO EXCEED 36 FEET IN WIDTH. SAID APPROACH IS FOR COMMERCIAL TRUCK ACCESS ONLY, AND LIES ON THE EASTERLY SIDE, OPPOSITE HIGHWAY ENGINEER'S STATION NS 13+57 OF THE NS LINE SURVEY OF 'SNOHOMISH COUNTY SUNDRY SITE PLANS, LIMITED ACCESS PLAN, FULL AND MODIFIED CONTROL, LYNNWOOD PARK AND RIDE LOT', APPROVED SEPTEMBER 29, 1978 AND REVISED JUNE 18, 2002, ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON.

**EXISTING TAX LOT PARCEL NO. 00372600601301:**

THAT PORTION OF LOTS 13 AND 14 IN BLOCK 6 OF ALDERWOOD MANOR, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS AT PAGE 71, IN SNOHOMISH COUNTY, WASHINGTON, WHICH LIES IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 4 EAST, WM., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 87°47'40" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

DISTANCE OF 30.01 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 87°47'40" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 380.00 FEET; THENCE NORTH 0°30'22" EAST, A DISTANCE OF 118.00 FEET; THENCE SOUTH 89°29'38" EAST, A DISTANCE OF 172.46 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1-E, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1616068, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 15°41'11" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 7.31 FEET; THENCE NORTH 1°41'01" EAST ALONG SAID WESTERLY MARGIN, A DISTANCE OF 207.49 FEET; THENCE NORTH 0°18'10" EAST, ALONG SAID WESTERLY MARGIN, A DISTANCE OF 2.18 FEET TO AN INTERSECTION WITH THE LINE COMMON TO SAID LOTS 13 AND 14; THENCE NORTH 87°47'40" WEST ALONG SAID COMMON LINE, A DISTANCE OF 200.11 FEET; THENCE NORTH 0°18'10" EAST, A DISTANCE OF 23.20 FEET; THENCE NORTH 89°29'38" WEST, A DISTANCE OF 358.30 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND LYING 30.00 FEET EASTERLY OF THE WEST LINE OF SAID LOTS 13 AND 14; THENCE SOUTH 0°32'22" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 352.56 FEET TO THE TRUE POINT OF BEGINNING.

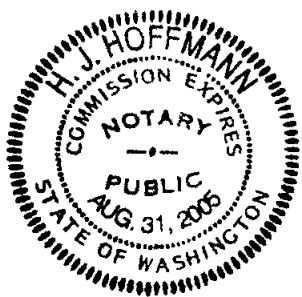


**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

STATE OF WASHINGTON )  
 )  
COUNTY OF King ) : ss.  
 )

On this 4th day of March, 2004, before me personally appeared Sandy L. Jamiesie, to me known to be Senior Vice President of First Mutual Bank, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



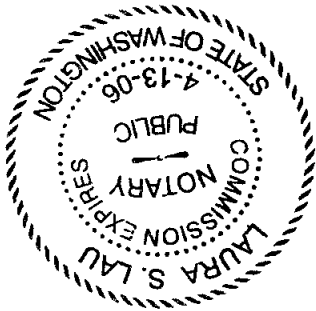
H. J. Hoffmann  
Notary (print name) H. J. Hoffmann  
Notary Public in and for the State of Washington,  
residing at Seattle WA  
My Appointment expires 8-31-2005

**WARRANTY DEED  
(ACCESS RIGHTS ONLY)**

STATE OF WASHINGTON )  
 )  
 ) : ss.  
COUNTY OF King )

On this 3<sup>rd</sup> day of March, 2003, before me personally appeared John P. Dahl, to me known to be Regional Counsel of First American Title Company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



[Signature]  
Notary (print name) Laura S. Lau  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 04/13/06

2.00

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:

**CITY OF LYNNWOOD  
PUBLIC WORKS DEPT.  
P.O. BOX 5008  
LYNNWOOD, WA 98046-5008**



200405190652 5 PGS  
05-19-2004 12:46pm \$23.00  
SNOHOMISH COUNTY, WASHINGTON

No. 2576974 5/19/2004 12:32 PM  
Thank you for your payment.  
KREC:1

---

**DEED AND ASSIGNMENT**

**Grantor:** Central Puget Sound Regional Transit Authority,  
a regional transit authority of the State of Washington

**Grantee:** City of Lynnwood,  
a municipal corporation of the State of Washington

**Legal Descriptions**  
**Abbreviated:** Ptn Lot 14, Blk 6, Alderwood Manor

**Full:** Exhibit A

**Tax Parcel Nos.** 3726-006-014-0602

GRANTOR, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, for and in consideration of good and valuable consideration, in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby bargains, sells, conveys, and assigns unto GRANTEE, CITY OF LYNNWOOD, a municipal corporation of the State of Washington, all of Grantor's right, title and interest to that certain real property situated in the County of Snohomish, State of Washington, legally described in Exhibit A attached hereto and made a part hereof; as such right, title and interest were conveyed to Grantor in that certain SIDEWALK and UTILITY EASEMENT dated January 28, 2002 and recorded on January 22, 2003 at No. 200301220940, records of Snohomish County, WA ("Acquisition Documents").

In consideration of the grant from Grantor, Grantee hereby accepts and assumes all rights and obligations of Grantor arising under the Acquisition Documents and agrees to be bound by

the terms and conditions contained therein. Grantee agrees to indemnify and hold harmless Grantor from all liability, loss, damage, and expenses, including costs and reasonable attorneys' fees incurred by the Grantor, its officers, employees and agents arising out of the Grantee's failure to perform the obligations of this assignment or the failure to perform the obligations of the Acquisition Documents.

This Deed and Assignment are made expressly subject to matters of record.

Grantor shall warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

DATED as of the 31<sup>st</sup> day of March, 2004.

**GRANTOR:**

Central Puget Sound Regional Transit Authority,  
a regional transit authority of the State of  
Washington

By Agnes Given  
Its CAO

Approved as to form:

By: Beth Ryan  
Sound Transit Legal Counsel

**GRANTEE:**

City of Lynnwood, a municipal corporation of the  
State of Washington

WAA By Mark [unclear] 5/7/04  
Its Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Agnes Govey, the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the acting Chief Administrative Officer of Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Mar. 31, 2004



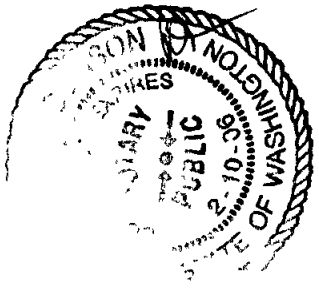
Don J. Vogt  
(Signature)  
Don J. Vogt  
(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at Harcer Island  
My commission expires Oct. 19, 2005

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Mike McKinnon, the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Lynnwood, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 5-7-04, 2004



Debbie Hodgson  
(Signature)  
Debbie Hodgson  
(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at 2-10-06  
My commission expires Mar. 17, 2006

**EXHIBIT A**

**TO**

**DEED AND ASSIGNMENT**

**SIDEWALK AND UTILITY EASEMENT**

**Existing Tax Lot Parcel No. 3726-006-014-0602**

That portion of Lot 14, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats at Page 71, records of Snohomish County, Washington, lying South of 200th Street Southwest, as conveyed to Snohomish County by deed recorded under Recording Number 1831291, located in the NE Quarter of Section 21, Township 27 North, Range 4 East, WM; except that portion thereof conveyed to the City of Lynnwood under Recording No. 2246136;

also except that portion of said Lot 14 described as follows. Commencing at the intersection of the South right-of-way line of 200th Street Southwest with the West right-of-way line of Primary State Highway No. 1; thence West along said South line 200 feet; thence South parallel to said West line 205 feet; thence East parallel to said South line 200 feet, thence North along said West line 205 feet to the true point of beginning ;

also except that portion conveyed to Levitz Furniture Company of Washington, Inc. by deeds recorded under Recording Nos. 7903230318, 7904050181 and 794050182;

also that portion condemned by the City of Lynnwood in Snohomish County Superior Court Case No. 80-2-01472-1.

**Permanent Sidewalk and Utility Easement**

Said Permanent Sidewalk and Utility Easement being a portion of the above described Existing Tax Lot Parcel No. 3726-006-014-0602, more particularly described as follows:

Commencing at the intersection of the Easterly margin of 46th Avenue West with the Southerly margin of 200th Street Southwest, (said point being 30 feet Easterly of the centerline of 46th Avenue West and 32 feet Southerly of the centerline of 200th Street Southwest), thence along said Southerly margin, South 87° 52' 39" East a distance of 12.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly margin, South 87° 52' 39" East a distance of 26.87 feet; thence at a right angle to said Southerly margin, South 2° 07' 21" West a distance of 6 00 feet, thence parallel with said Southerly margin, North 87° 52' 39" West a distance of 8 00 feet to the beginning of a curve, concave to the Southeast having a radius of 30 00 feet; thence Southwesterly along said curve through a central angle of 91° 22' 13" an arc length of 47.84 feet to a point of non-tangency on the Easterly margin of 46th Avenue West; thence along said Easterly margin,

North  $0^{\circ} 45' 09''$  East a distance of 26.73 feet, thence North  $51^{\circ} 45' 25''$  East a distance of 15.44 feet to the point of beginning.

Said described Permanent Sidewalk and Utility Easement containing 377 square feet, more or less.

**NO EXCISE TAX  
REQUIRED**

**JUN 29 2004**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

**AFTER RECORDING RETURN TO:**  
Public Utility District No 1 of Snohomish County  
Attn Real Estate Services - 04  
P.O. Box 1107  
Everett, WA 98206



200406290885 2 PGS  
06-29-2004 02:49pm \$20.00  
SNOHOMISH COUNTY, WASHINGTON



1180 (Rev 3/92)

**DISTRIBUTION EASEMENT**  
Underground and/or Overhead

E- 46499  
NE 21(27-4)  
(337557-01)

THIS INDENTURE made this 7<sup>th</sup> day of JUNE 2004, between Chevron U.S.A Inc, a Pennsylvania corporation, successor in interest to Chevron U S A. Inc, a California corporation

hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY, and Verizon Northwest Inc, hereinafter referred to as Grantee, WITNESSETH

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

That portion of Lot 14, Block 6, Alderwood Manor, according to the Plat thereof recorded in Volume 9 of Plats, Page 71, records of Snohomish County, Washington, lying south of 200<sup>th</sup> Street S. W , as conveyed to Snohomish County by Deed recorded under Auditor's File No. 1831291, described as follows

Beginning at the intersection of the south right-of-way line of 200<sup>th</sup> Street S W with the west right-of-way line of Primary State Highway No 1; thence west along said south line 200 feet, thence south parallel to said west line 205 feet, thence east parallel to said south line 200 feet; thence north along said west line 205 feet to the Point of Beginning.

EXCEPT the north 2 feet acquired by the City of Lynnwood in Snohomish County Superior Court Cause No 80-2-01472-1

ALSO EXCEPT additional right-of-way for 200<sup>th</sup> Street S W per Quit Claim Deed recorded under Auditor's File No. 9003200610.

TOGETHER WITH that portion of 44<sup>th</sup> Avenue West (Primary State Highway No 1) per City of Lynnwood ordinance No 1746 recorded under Auditor's File No 9003200609.

Situate in the County of Snohomish, State of Washington.

Tax Parcel No 00 3726 006 013 01

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

**Easement Parcel A**

The East 10 feet of the above-described property

**Easement Parcel B**

The North 10 feet of the West 15 feet of the East 25 feet of the above-described property

**Easement Parcel C**

The South 10 feet of the West 15 feet of the East 25 feet of the above-described property

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



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

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

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

*Please sign and have notarized below*

Chevron U.S.A. Inc.

By *Lawrence E Jones*  
Lawrence E Jones  
Attorney-in-fact

(REPRESENTATIVE ACKNOWLEDGMENT)

State of California  
County of Contra Costa

I certify that I know or have satisfactory evidence that Lawrence E Jones and \_\_\_\_\_ signed this instrument, on oath stated that (he she, they) (was were) authorized to execute the instrument and acknowledged it as the Attorney in fact Officer, Trustee, President, etc and \_\_\_\_\_ of Chevron to be (Name of party on behalf of who instrument was executed)

the free and voluntary act for the uses and purposes mentioned in the instrument

(Seal or Stamp)

Dated 6/27/04  
Signature of Susan R Weber  
Notary Public \_\_\_\_\_  
Title Notary Public  
My appointment expires 6/30/2007



NO EXCISE TAX REQUIRED

SEP 29 2004

JUN 29 2004

AFTER RECORDING RETURN TO  
Public Utility District No 1 of Snohomish County  
Attn: Real Estate Services - 04  
P O. Box 1107

BOB DANTINI, Snohomish County Treasurer  
By BOB DANTINI



200409290770 2 PGS  
09-29-2004 02:57pm \$20.00  
SNOHOMISH COUNTY, WASHINGTON

~~200406290005 2 PGS  
06-29-2004 02:49pm \$20.00  
SNOHOMISH COUNTY, WASHINGTON~~



1180 (Rev 3/92)

DISTRIBUTION EASEMENT  
Underground and/or Overhead

E- 46499  
NE 21(27-4)  
(337557-01)

THIS INDENTURE made this 7th day of JUNE 2004, between  
Chevron U S A Inc , a Pennsylvania corporation, successor in interest to Chevron U S A Inc.,  
a California corporation

hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY, and Verizon  
Northwest Inc, hereinafter referred to as Grantee, WITNESSETH

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

That portion of Lot 14, Block 6, Alderwood Manor, according to the Plat thereof recorded in Volume 9  
of Plats, Page 71, records of Snohomish County, Washington, lying south of 200<sup>th</sup> Street S W., as  
conveyed to Snohomish County by Deed recorded under Auditor's File No 1831291, described as  
follows:

Beginning at the intersection of the south right-of-way line of 200<sup>th</sup> Street S W with the west right-of-  
way line of Primary State Highway No 1; thence west along said south line 200 feet, thence south  
parallel to said west line 205 feet, thence east parallel to said south line 200 feet, thence north along  
said west line 205 feet to the Point of Beginning.

EXCEPT the north 2 feet acquired by the City of Lynnwood in Snohomish County Superior Court  
Cause No 80-2-01472-1

ALSO EXCEPT additional right-of-way for 200<sup>th</sup> Street S W. per Quit Claim Deed recorded under  
Auditor's File No. 9003200610.

TOGETHER WITH that portion of 44<sup>th</sup> Avenue West (Primary State Highway No. 1) per City of  
Lynnwood ordinance No. 1746 recorded under Auditor's File No. 9003200609

Situate in the County of Snohomish, State of Washington

Tax Parcel No.. ~~00-3726-006-013-01~~ <sup>but</sup> NOTE: This document is being re-recorded  
00 3726 006 014 01 to correct the Tax Parcel No.

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

Easement Parcel A:  
The East 10 feet of the above-described property.

Easement Parcel B  
The North 10 feet of the West 15 feet of the East 25 feet of the above-described property

Easement Parcel C  
The South 10 feet of the West 15 feet of the East 25 feet of the above-described property

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

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 approval of the District

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

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

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

*Please sign and have notarized below*

Chevron U.S.A. Inc.

By *Lawrence E Jones*  
Lawrence E Jones  
Attorney-in-fact

(REPRESENTATIVE ACKNOWLEDGMENT)

State of California  
County of Contra Costa

I certify that I know or have satisfactory evidence that Lawrence E Jones and \_\_\_\_\_ signed this instrument, on oath stated that (he she, they) (was were) authorized to execute the instrument and acknowledged it as the Attorney-in-fact Officer, Trustee, President, etc and \_\_\_\_\_ of Chevron to be (Name of party on behalf of who instrument was executed)

the free and voluntary act for the uses and purposes mentioned in the instrument

(Seal or Stamp)

Dated 6/7/04  
Signature of Susan R Weber  
Notary Public  
Title Notary Public  
My appointment expires 6/30/2006



# 257,000

200411100178.001  
386878

2.00

AFTER RECORDING RETURN TO  
ATTN REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P O BOX 4 7338  
OLYMPIA, WA 98504-7338



200411100178 3 PGS  
11-10-2004 10:16am \$21.00  
SNOHOMISH COUNTY, WASHINGTON

No. 2882859 11/9/2004 10:15 AM  
Thank you for your payment.  
PAT

Document Title: Quitclaim Deed  
Reference Number of Related Document: N/A  
Grantor(s): State of Washington  
Grantee(s): Central Puget Sound Regional Transit Authority  
Legal Description Portion of Lot 9, Blk 6, Alderwood Manor, Volume 9 of Plats, page 71  
Additional Legal Description is on Page 1 and 2 of document  
Assessor's Tax Parcel Number Surplus Highway Right of Way

### QUITCLAIM DEED

Snohomish County Sundry Site Plans Lynnwood Park and Ride Lot

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in consideration of TWO HUNDRED FIFTY SEVEN THOUSAND AND NO/100 DOLLARS (\$257,000 00), hereby conveys and quitclaims unto the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in Snohomish County, State of Washington

That portion of Lot 9, Block 6, Alderwood Manor, as per plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington, described as follows

Beginning at the Northwest corner of said Lot 9, thence South 87° 47' 40" East a distance of 612 0 feet, thence South 0° 30' 22" West a distance of 28 feet, thence

North 87° 47' 40" West a distance of 612.0 feet; thence North 0° 30' 22" East to the point of beginning

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee, its successors or assigns, shall have no right of ingress and egress to, from, and between the lands conveyed herein and the Lynnwood Park and Ride Lot located adjacent thereto, nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view, and air occasioned by the location, construction, maintenance, or operation of a highway facility, EXCEPT that Grantee shall have the right of ingress and egress to, from and between the lands conveyed herein and the Lynnwood Park and Ride Lot by means of a Type C, OFF and ON APPROACH, not to exceed thirty (30) feet in width on the westerly side of the the PR Line connection, at Highway Engineer's Station PR 5+73. The use of this approach is limited to ingress and egress to, from and between the lands conveyed herein and the Lynnwood Park and Ride Lot by the Grantee, patrons of the Lynnwood Park and Ride Lot, and owners and/or transit agencies listed on the Access Approach Schedule found on sheet 14 of that certain plan entitled Snohomish County Sundry Site Plans Lynnwood Park and Ride Lot, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval September 29, 1978. The specific details concerning all of which may be found on sheet 14 of that certain plan entitled Snohomish County Sundry Site Plans Lynnwood Park and Ride Lot, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval September 29, 1978.

The Grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49 60 RCW as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47 12 063

Dated at Olympia, Washington, this 26<sup>th</sup> day of OCTOBER, 2004

STATE OF WASHINGTON

Douglas B. MacDonald  
Douglas B. MacDonald  
Secretary of Transportation

APPROVED AS TO FORM:

By Patrick Wyttenale  
Assistant Attorney General

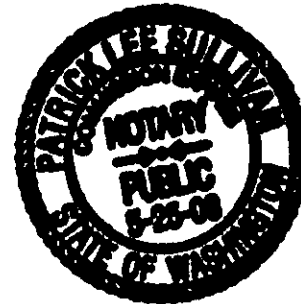
REVIEWED AS TO FORM:

By Bellington  
Central Puget Sound Regional Transit Authority

STATE OF WASHINGTON )

): ss

County of Thurston )



On this 26<sup>th</sup> day of OCTOBER, 2004, before me personally appeared Douglas B. MacDonald, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument

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

Patrick Lee Sullivan

Notary (print name) PATRICK LEE SULLIVAN Notary Public  
in and for the State of Washington, residing at Olympia

My Appointment Expires 5/25/06

**AFTER RECORDING RETURN TO:**  
Public Utility District No 1 of Snohomish County  
Attn Real Estate Services - 04  
P.O Box 1107  
Everett, WA 98206

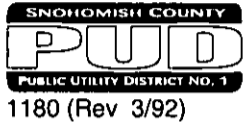
**NO EXCISE TAX  
REQUIRED**

**DEC 29 2004**

BOB DANTINI, Snohomish County Treasurer  
BOB DANTINI



200412290042 2 PGS  
12-29-2004 09:23am \$20.00  
SNOHOMISH COUNTY, WASHINGTON



1180 (Rev 3/92)

**DISTRIBUTION EASEMENT  
Underground**

E- 46797  
NE 21(27-4)  
(337557-01)

THIS INDENTURE made this 20th day of OCTOBER 2004, between  
Blazen, L. L. C, a Washington limited liability company  
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY, and Verizon  
Northwest, Inc hereinafter referred to as Grantee, WITNESSETH  
WHEREAS, Grantor is the owner of certain real property ("Property" herein) in the County of Snohomish,  
State of Washington, described as follows

**That portion of Lots 13 and 14 in Block 6 of Alderwood Manor, according to the Plat thereof recorded  
in Volume 9 of Plats, Page 71, records of Snohomish County, Washington, described as follows:**

COMMENCING at the Southwest corner of said Lot 13; thence South 87°47'40" East along the South  
line of said Lot 13, a distance of 30 01 feet to the TRUE POINT OF BEGINNING; thence continuing  
South 87°47'40" East along the South line of said Lot 13, a distance of 380 00 feet, thence North  
00°30'22" East, a distance of 118.00 feet; thence South 89°29'38" East, a distance of 172.46 feet to an  
intersection with the westerly margin of Primary State Highway No. 1-E, as conveyed to the State of  
Snohomish County, Washington; thence North 15°41'11" East, along said westerly margin a distance  
of 7.31 feet, thence North 01°41'01" East, along said westerly margin a distance of 207.49 feet, thence  
North 00°18'10" East, along said westerly margin a distance of 2.18 feet to an intersection with the line  
common to said Lots 13 and 14; thence North 87°47'40" West along said common line, a distance of  
200 11 feet, thence North 00°18'10" East, a distance of 23.20 feet, thence North 89°29'38" West, a  
distance of 358 30 feet to an intersection with a line parallel with and lying 30 00 feet easterly of the  
west line of said Lots 13 and 14, thence South 00°32'22" West along said parallel line, a distance of  
352.56 feet to the TRUE POINT OF BEGINNING.

**Situate in the County of Snohomish, State of Washington.**

**Tax Parcel No · 00 3726 006 013 01**

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, under and upon  
said Property

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 underground electric distribution line facilities consisting of conduits, cables,  
lines, vaults, switches and transformers, communication lines, fiber optic cables, semi-buried and ground mounted  
facilities and pads and any other necessary or convenient appurtenances, across, under and upon that portion of  
the Property ("Easement Area" herein) described as follows situated in the County of Snohomish, State of  
Washington, to-wit

**The East 10 feet of the above-described property**

Together with the right of ingress to and egress from said easement area across adjacent lands of the  
Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and  
operating said facilities, 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 property of Grantor which, in the opinion of Grantee, is necessary for the operation and maintenance of  
Grantee's facilities and/or constitute a menace or danger to said facilities 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 approval of the  
District

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

E-46797

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 facilities 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

In the event the Grantee causes any damage or disruption to the Grantor's property and/or landscaping, the Grantee agrees to restore the property and/or landscaping to a condition that existed prior to the damage or disruption

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

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

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

Please sign and have notarized below

BLAZEN, L.L.C.  
By [Signature]

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that Kevin McDonald and \_\_\_\_\_ signed this instrument, on oath stated that (he she, they) (was were) authorized to execute the instrument and acknowledged it as the Managing Member Officer, Trustee, President, etc of Blazen, LLC of \_\_\_\_\_ to be (Name of party on behalf of who instrument was executed)

the free and voluntary act for the uses and purposes mentioned in the instrument



Dated October 20 2004  
Signature of [Signature]  
Notary Public \_\_\_\_\_  
Title Notary Public  
My appointment expires 6-15-06

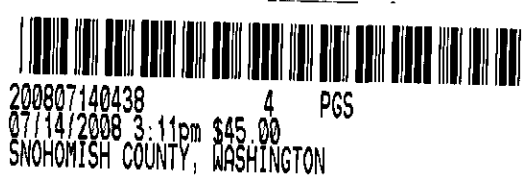


314498

1,000.00

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P.O. Box 47338  
Olympia, WA 98504-7338



PNWT W-109959

No. 4616729 5/9/2008 9:30 AM  
Thank you for your payment.  
LISA

|                                      |   |
|--------------------------------------|---|
| <i>Document Title:</i>               | <i>Quitclaim Deed</i>   |
| <i>Grantor(s):</i>                   | <i>Central Puget Sound Regional Transit Authority<br/>("Sound Transit")</i>   |
| <i>Grantee:</i>                      | <i>State of Washington Department of Transportation</i>   |
| <i>Legal Description:</i>            | <i>Ptn of Lots 13 &amp; 14, Blk 6, Alderwood Manor,<br/>Snohomish County, Washington, which lies in the<br/>Northeast 1/4 of S21, T27N, R4E, W.M.</i> |
| <i>Additional Legal Description:</i> | <i>Page 4</i>   |
| <i>Assessor's Tax Parcel Number:</i> | <i>003726-006-013-01</i>  |

**QUITCLAIM DEED**

Lynnwood Direct Access / HOV Access  
(Snohomish County Sundry Site Plans, Lynnwood Park & Ride Lot)

The GRANTOR, **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT")**, a regional transit authority organized under the laws of the State of Washington and authorized under RCW 81, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and quitclaims to the GRANTEE, **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**, all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between the following described property abutting thereon, southerly of Highway Engineer's Station NS 13+14, situated in Snohomish County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington:

Said lands being situated in Snohomish County, State of Washington, and described as follows:

See Exhibit A attached hereto and made a part hereof.

It is expressly intended that these covenants, burdens and restrictions shall run with the described land and shall forever bind the Grantor, its successors and assigns.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Dated June 5, 2006

**GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**



Phil O'Dell, Director  
Project Delivery Support Services Department

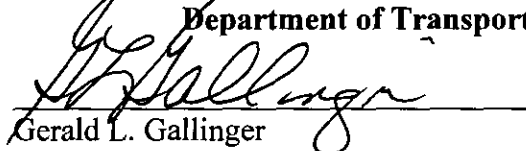
Approved as to form:

By: [Signature]  
Legal Counsel

Said document(s) were filed for record by Pacific N.W. Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

Accepted and Approved:

**GRANTEE: State of Washington  
Department of Transportation**



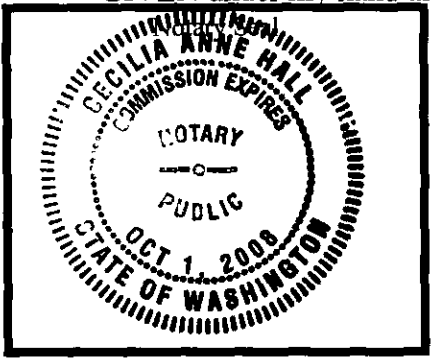
Gerald L. Gallinger  
Director, Real Estate Services

Dated July 10, 2006

STATE OF WASHINGTON )  
 )  
 ) : ss.  
County of King )

On this 5<sup>th</sup> day of June, 2006, before me personally appeared PHIL O'DELL, to me known to be the DIRECTOR, PROJECT DELIVERY SUPPORT SERVICES DEPARTMENT of the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

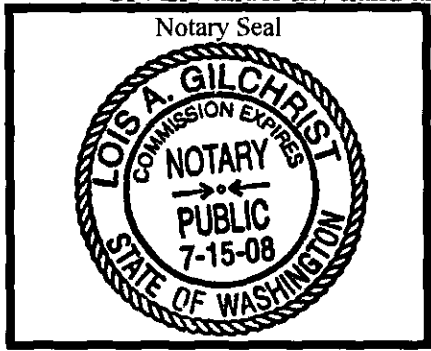


CECILIA ANNE HALL  
Notary (print name) Cecilia Anne Hall  
Notary Public in and for the State of Washington,  
residing at Seattle  
My Appointment expires 10/1/08

STATE OF WASHINGTON )  
 )  
 ) : ss.  
County of Thurston )

On this 10<sup>th</sup> day of July, 2008, before me personally appeared GERALD L. GALLINGER, to me known to be the DIRECTOR, REAL ESTATE SERVICES of the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said department, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Lois A. Gilchrist  
Notary (print name) Lois A. Gilchrist  
Notary Public in and for the State of Washington,  
residing at Shelton  
My Appointment expires 7-15-2008

## EXHIBIT A

### LIMITED ACCESS RIGHTS:

RESERVING unto said grantor, its successors and/or assigns, a Type C off and on approach, which is not to exceed 36 feet in width. Said approach is for commercial truck access only, and lies on the easterly side, opposite Highway Engineer's Station NS 13+57 of the NS line survey of 'Snohomish County Sundry Site Plans, Limited Access Plan, Full and Modified Control, Lynnwood Park and Ride Lot', approved September 29, 1978 and revised June 18, 2002, on file in the office of the Secretary of Transportation at Olympia, Washington.

### Existing Tax Lot Parcel No. 00372600601301:

That Portion of lots 13 and 14 in block 6 of Alderwood Manor, according to plat thereof recorded in Volume 9 of plats at page 71, in Snohomish County, Washington, which lies in the Northeast Quarter of Section 21, Township 27 North, Range 4 East, WM., described as follows:

Commencing at the southwest corner of said Lot 13; thence south  $87^{\circ}47'40''$  east along the south line of said Lot 13, a distance of 30.01 feet to the TRUE POINT OF BEGINNING of this description; thence continuing south  $87^{\circ}47'40''$  east along the south line of said Lot 13, a distance of 380.00 feet; thence north  $0^{\circ}30'22''$  east, a distance of 118.00 feet; thence south  $89^{\circ}29'38''$  east, a distance of 172.46 feet to an intersection with the westerly margin of Primary State Highway No. 1-E, as conveyed to the State of Washington by deed recorded under Auditor's File No. 1616068, records of Snohomish County, Washington; thence north  $15^{\circ}41'11''$  east, along said westerly margin, a distance of 7.31 feet; thence north  $1^{\circ}41'01''$  east along said westerly margin, a distance of 207.49 feet; thence north  $0^{\circ}18'10''$  east, along said westerly margin, a distance of 2.18 feet to an intersection with the line common to said Lots 13 and 14; thence north  $87^{\circ}47'40''$  west along said common line, a distance of 200.11 feet; thence north  $0^{\circ}18'10''$  east, a distance of 23.20 feet; thence north  $89^{\circ}29'38''$  west, a distance of 358.30 feet to an intersection with a line drawn parallel with and lying 30.00 feet easterly of the west line of said Lots 13 and 14; thence south  $0^{\circ}32'22''$  west along said parallel line, a distance of 352.56 feet to the true point of beginning.

ELECTRONICALLY RECORDED

201402260089

12

02/26/2014 09:26 AM

83.00

SNOHOMISH COUNTY, WASHINGTON

**AFTER RECORDING MAIL TO:**

Name Department of Transportation  
Address PO BOX 47338  
City/State Olympia, WA 98504-7338

**Document Title(s):**

- 1. Assignment and Assumption of Lease

1ST AM

**Reference Number(s) of Documents Assigned or released:**

017470 (12)

Lease dated June 16, 2007

**OF INTEREST RECORDING ONLY...  
NO LIABILITY FOR VALIDITY AND / OR  
ACCURACY ASSUMED BY FIRST AMERICAN  
TITLE INSURANCE COMPANY**

**Grantor(s):**

- 1. Levitz Center Associates

[ X ] Additional information on page 2 of document

**Grantee(s):**

- 1. K & F Chang LLC

[ X ] Additional information on page 2 of document

**Abbreviated Legal Description:**

Lots 13-14, Block 6, Alderwood Manor, V. 9, P. 71, Snohomish County

**Tax Parcel Number(s):**

003726-006-013-02 and 003726-006-014-06

[ X ] Complete legal description is on page Exhibit A of document

201402260089

After Recording, Return Document to:

State of Washington  
 Department of Transportation  
 Real Estate Services Office  
 PO Box 47338  
 Olympia, WA 98504-7338

**Document Title:** Assignment and Assumption of Lease  
**Reference Number of Related Documents:** 1  
**Landlord:** Washington State Department of Transportation and City of Lynnwood  
**Tenant(s):** Levitz Center Associates  
**Legal Description:** Identified as Leased Premises on **Exhibit A**  
**Assessor's Tax Parcel Number:** N/A

## **Assignment and Assumption of Lease**

**Rental Agreement No.:** AA 1-10860  
**Project:** Snohomish County Sundry Site Plan, Lynnwood Park & Ride Lot  
**Tenant/Assignor:** Levitz Center Associates  
**Assignee:** K & F Chang LLC

### **Assignment of Lease**

FOR VALUE RECEIVED, the LEVITZ CENTER ASSOCIATES (TENANT/ASSIGNOR) does hereby assign unto K & F CHANG LLC its heirs and assigns (ASSIGNEE), all of TENANT/ASSIGNOR's, rights, title and interest in and to that certain Lease numbered AA-01-10860, dated the 16<sup>th</sup> day of June, 2007, between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (STATE), the CITY OF LYNNWOOD (CITY) and the TENANT/ASSIGNOR, covering the following described property, situated in the city of Lynnwood, county of Snohomish, state of Washington to wit: The premises shown hachured identified as Leased Premises Parcel A and Parcel B on **Exhibit A**, with the CITY the fee owner of Parcel B and the STATE the fee owner of Parcel A, attached hereto and by this reference incorporation herein.

Upon the effective date of STATE's written Consent to Assignment and Assumption of the Lease, STATE releases and discharges the TENANT/ASSIGNOR of all obligations and responsibilities under the Lease occurring after the effective date of STATE's written Consent to Assignment and Assumption. This release expressly excludes obligations and liabilities under the Lease occurring prior to the effective date of STATE's written Consent to Assignment and

Assumption, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of this Assignment is the date of STATE's written Consent to Assignment and Assumption.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the TENANT/ASSIGNOR to the obligations set forth herein.

Dated at Lynnwood Washington, this 23 day of December, 2013

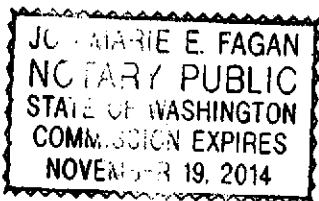
TENANT/ASSIGNOR:  
Barbara L Shaddock  
By Barbara L Shaddock  
Managing member  
Its: Combing Over Mests LLC

**Acknowledgment**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Snohomish )

On this 23rd day of December, 2013, before me personally appeared Barbara L Shaddock, to me known to be the Managing Member that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are/were authorized to execute said instrument.

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



[Signature]  
Notary Public in and for the State of Washington,

Residing at Snohomish

My appointment expires 11/19/14

Assumption, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of this Assignment is the date of STATE's written Consent to Assignment and Assumption.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the TENANT/ASSIGNOR to the obligations set forth herein.

Dated at Bellingham, Washington, this 27<sup>th</sup> day of December, 2013

TENANT/ASSIGNOR:

By: Frank Keeler, by Jani Schwenke  
POA.

Its: \_\_\_\_\_

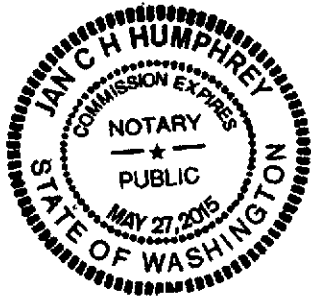
Jani Schwenke personal rep.  
for the estate of Shirley Keeler

Acknowledgment

STATE OF WASHINGTON )  
COUNTY OF Whatcom ) ss

On this 27 day of December, 2013, before me personally appeared Jani Schwenke POA for Frank Keeler, to me known to be the person that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are/were authorized to execute said instrument.

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



Jan C. H. Humphrey  
Notary Public in and for the State of Washington,

Residing at Bellingham

My appointment expires 05-27-15



Assumption, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of this Assignment is the date of STATE's written Consent to Assignment and Assumption.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the TENANT/ASSIGNOR to the obligations set forth herein.

Dated at RICHMOND, <sup>B.C. sm</sup> ~~Washington~~, this 28<sup>th</sup> day of DECEMBER, 2013

TENANT/ASSIGNOR:

By: STUART MICHELSON

Its: [Signature]

**Acknowledgment**

<sup>nc</sup> PROVINCE OF BRITISH COLUMBIA )  
~~STATE OF WASHINGTON~~ )  
<sup>nc</sup> CITY ) ss  
COUNTY OF RICHMOND. )

On this 24<sup>th</sup> day of DECEMBER, 2013, before me personally appeared STUART MICHELSON, to me known to be the INDIVIDUAL that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said STUART MICHELSON, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are/were authorized to execute said instrument.

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

[Signature]  
Notary Public in and for the ~~State of Washington,~~ <sup>nc</sup>  
PROVINCE OF BRITISH COLUMBIA

Residing at RICHMOND, BRITISH COLUMBIA

My appointment expires N/A

FA No. 005  
IC No. 1-31-04177  
Parcels: 1-1330 and 1-1331  
MICHAEL L. LIPTON  
Barrister & Solicitor  
270-10711 CAMBIE ROAD  
RICHMOND, BRITISH COLUMBIA  
V6X 3G5 604-270-9571

Assumption, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of this Assignment is the date of STATE's written Consent to Assignment and Assumption.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the TENANT/ASSIGNOR to the obligations set forth herein.

Dated at Bothell, Washington, this 26<sup>th</sup> day of December, 2013

TENANT/ASSIGNOR:

By: Patrick Echelbarger Marilyn Echelbarger

Its: joint venturers  
Echelbarger Family Partnership  
by Patrick Echelbarger Gen. Mgr.

Acknowledgment

STATE OF WASHINGTON )  
) ss  
COUNTY OF King )

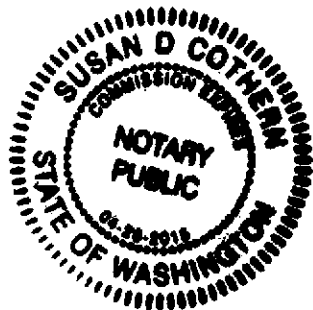
On this 26<sup>th</sup> day of December, 2013, before me personally appeared Patrick Echelbarger + Marilyn Echelbarger <sup>E. PATRICK ECHELBARGER AS GEN. MGR. FOR ECHELBARGER FAMILY LTD PRTN.</sup> known to be the Individuals that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Individuals + entity, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are/were authorized to execute said instrument.

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

Susan D Cothern  
Notary Public in and for the State of Washington,

Residing at Woodinville

My appointment expires 4-26-2015



Assumption, and TENANT/ASSIGNOR remains fully responsible for such obligations and liabilities.

The effective date of this Assignment is the date of STATE's written Consent to Assignment and Assumption.

The undersigned acknowledges that he/she is authorized to execute this Assignment and bind the TENANT/ASSIGNOR to the obligations set forth herein.

Dated at 23 Snohomish, Washington, this 23 day of December, 2013

TENANT/ASSIGNOR:

By: Scott A Gustafson

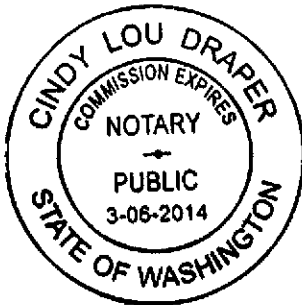
Its: \_\_\_\_\_

**Acknowledgment**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Snohomish )

On this 23 day of December, 2013, before me personally appeared Scott A Gustafson, to me known to be the partner that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he/~~she~~~~they~~ is/~~are~~~~were~~ authorized to execute said instrument.

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



Cindy Lou Draper Cindy Lou Draper  
Notary Public in and for the State of Washington,

Residing at Snohomish

My appointment expires 3-6-2014

**Assumption of Lease**

In consideration of the above Assignment and STATE's written Consent to Assignment and Assumption of the Lease, the ASSIGNEE hereby assumes and agrees to make all of the payments required by the Lease, and to perform all the covenants and conditions of the Lease required of the TENANT therein, to the extent arising after the effective date of STATE's written Consent to Assignment and Assumption. ASSIGNEE further warrants to hold STATE harmless from any and all liability by reason this Assignment and Assumption.

ASSIGNEE's address for the purpose of notification by STATE is as follows:

K & F Chang LLC  
12623 Southeast 301<sup>st</sup> Place  
Auburn, WA 98092

The undersigned acknowledges that he/she is authorized to execute this Assumption and bind the ASSIGNEE to the obligations set forth herein.

**ASSIGNEE:**

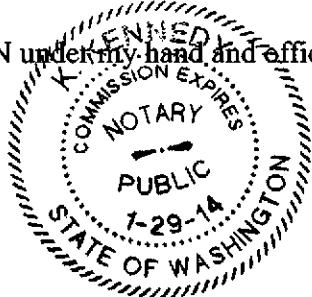
By: [Signature]  
Its: Managing Member.

**Acknowledgment**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF King )

On this 23<sup>rd</sup> day of December, 2013, before me personally appeared Kai Tsun Chang, to me known to be the Managing Member that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said K&F Chang LLC, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are/were authorized to execute said instrument.

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



M. Kennedy  
Notary Public in and for the State of Washington,  
Residing at Puyallup  
My appointment expires 01-29-14



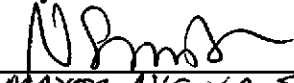
**City of Lynnwood Consent to Assignment and Assumption**

In consideration of the terms and conditions of the forgoing Assignment and Assumption, STATE hereby acknowledges and consents to the said Assignment and Assumption.

The effective date of the Consent to Assignment and Assumption shall be the date of execution by STATE as shown below.

The undersigned acknowledges that she is authorized to execute this Consent to Assignment and Assumption on behalf of STATE.

**City of Lynnwood**

By:   
MAYOR NICOLA SMITH  
Date: 2-5-14

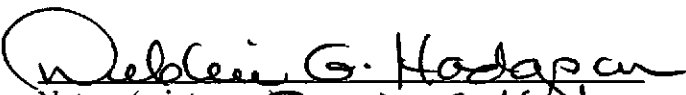
**Acknowledgment**

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SNOHOMISH )

On this 5<sup>th</sup> day of February, 201~~3~~<sup>4</sup> before me personally appeared Nicola Smith, to me known to be the duly appointed Mayor and that she/he executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein mentioned, and on oath stated that she/he is authorized to execute said instrument.

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



  
Notary (print name) Debbie G. Hodgson  
Notary Public in and for the State of Washington,  
Residing at Mukilteo  
My appointment expires 2-10-18

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Snohomish, State of Washington, described as follows:

**PARCEL A:**

**THAT PORTION OF LOT 13, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13;  
THENCE SOUTH 87°47'40" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 410.01 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUE SOUTH 87°47'40" EAST ALONG THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 140.40 FEET TO AN INTERSECTION WITH THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 1-E AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 1480106, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;  
THENCE NORTH 15°41'11" EAST ALONG WESTERLY MARGIN, A DISTANCE OF 126.32 FEET;  
THENCE NORTH 89°29'38" WEST, A DISTANCE OF 172.46 FEET;  
THENCE SOUTH 0°30'22" WEST, A DISTANCE OF 118.00 FEET TO THE TRUE POINT OF BEGINNING.**

**PARCEL B:**

**THAT PORTION OF LOT 14, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14;  
THENCE SOUTH 87°47'40" EAST ALONG THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 30.01 FEET;  
THENCE NORTH 0°30'22" EAST PARALLEL WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 12.56 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;  
THENCE CONTINUING NORTH 0°30'22" EAST A DISTANCE OF 189.94 FEET TO AN INTERSECTION WITH THE SOUTH MARGIN OF 200TH STREET SOUTHWEST;  
THENCE SOUTH 88°07'20" EAST ALONG SAID SOUTH MARGIN, A DISTANCE OF 357.75 FEET TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND LYING 200.00 FEET WEST OF THE WESTERLY MARGIN OF PRIMARY STATE HIGHWAY 1-E AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 1616068;  
THENCE SOUTH 0°18'10" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 181.37 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 89°29'38" WEST;  
THENCE NORTH 89°29'38" WEST A DISTANCE OF 358.30 FEET TO THE TRUE POINT OF BEGINNING;**

**EXCEPT THE NORTH 2 FEET THEREOF CONDEMNED BY THE CITY OF LYNNWOOD IN JUDGMENT AND DECREE OF APPROPRIATION ENTERED FEBRUARY 10, 1981 IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 80-2-01472-1;**

**AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF LYNNWOOD BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 8007250096.**

**EXCEPT THAT PORTION CONVEYED TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 200301220939, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.**

**PARCEL C:**

**TOGETHER WITH THOSE EASEMENT RIGHTS SET FORTH IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS RECORDED MARCH 23, 1979 AS RECORDING NO. 7903230319.**

Tax Parcel ID No. 003726-006-013-02 and 003726-006-014-06



ELECTRONICALLY RECORDED  
201707130700 13  
07/13/2017 02:55 PM 85.00  
SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED RETURN TO:

Real Estate Division  
Central Puget Sound Regional Transit Authority  
401 South Jackson Street  
Seattle, WA 98104-2826

201707130700

|  |   |
|--|---|
| <b>Document Title:</b>                     | Administrative Possession and Use Agreement                   |
| <b>Grantor:</b>                            | K & F Chang LLC   |
| <b>Grantee:</b>                            | Central Puget Sound Regional Transit Authority                |
| <b>Abbreviated Legal Description:</b>      | A Portion of Lot 13, Block 6, Alderwood Manor, Vol. 9, Pg. 71 |
| <b>Additional Legal Description Is on:</b> | Exhibit A   |
| <b>Assessor's Tax Parcel Number:</b>       | 00372600601302  |

R/W No. LL305

CHICAGO TITLE NCS  
REF# 38701-06(13)

**ADMINISTRATIVE POSSESSION AND USE AGREEMENT**

This Administrative Possession and Use Agreement (this "Agreement") is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns ("Sound Transit"), and K & F CHANG LLC, a Washington limited liability company ("Owner"). This Agreement is and shall be effective as of the date last signed below ("Effective Date"). Sound Transit and Owner may be referred to as "Party" or collectively as "Parties."

**RECITALS**

A. Owner is the owner of certain real property located in Lynnwood, Washington, including that property identified as Snohomish County Tax Parcel No. 00372600601302, having an

address of 20102 44<sup>th</sup> Avenue West, Lynnwood, Washington 98036 (the "Property"). The Property is legally described in **Exhibit A** hereto.

B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. R2015-31 to acquire the Property for its Lynnwood Link light rail project and its related facilities (the "Project").

C. Owner has agreed to convey the Property to Sound Transit under threat of condemnation, in consideration of Sound Transit's payment to Owner of \$2,750,000 (the "Purchase Price").

D. However, Sound Transit is only authorized to pay a maximum of \$2,490,000 (the "Deposit Amount") for the Property without the concurrence of the Federal Transit Authority ("FTA"). Sound Transit is in the process of seeking FTA concurrence for payment of the full Purchase Price.

E. In the interest of avoiding delay while Sound Transit seeks FTA concurrence, Owner is willing to grant Sound Transit immediate possession and use of the Property in exchange for Sound Transit's payment to Owner of the Deposit Amount in accordance with the terms of this Agreement.

#### **AGREEMENT**

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Deposit.** As soon as practicable after mutual execution of this Agreement but in no event later than July 13, 2017 (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company (the "Escrow Agent") the sum of Two-Million-Four-Hundred-Ninety Thousand Dollars (\$2,490,000), which shall be disbursed by the Escrow Agent the same day, or as soon thereafter as practicable, in accordance with the escrow instructions attached hereto as **Exhibit B**. The disbursement of the Deposit Amount shall be a credit against the Purchase Price for the Property.
2. **Use and Possession.** Upon deposit by Sound Transit of the Deposit Amount, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Property.
3. **Purchase and Sale.** Within fourteen (14) days of Sound Transit's receipt of the FTA's response to Sound Transit's request for concurrence with respect to payment of the Purchase Price, whether or not the FTA grants concurrence, Owner shall sell and Sound Transit shall acquire the Property pursuant to the terms of the purchase and sale agreement (the "PSA") attached hereto as **Exhibit C**. Owner shall convey the Property to Sound Transit via statutory warranty deed in substantially the form attached hereto as **Exhibit D**. The closing date for the sale of the Property as contemplated herein (the "Closing Date") shall be inserted by addendum to the PSA. Sound Transit shall pay interest at the rate of 12% per annum on the difference between the Deposit Amount and the Purchase Price from the Date of Deposit until the Closing

Date. Whether or not the FTA has responded to Sound Transit's request for concurrence, the Closing Date shall be no later than April 13, 2018.

4. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Property, and that Sound Transit is acquiring the Property under threat of condemnation pursuant to Washington state law.

5. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Property as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty. Without limiting the foregoing, Sound Transit shall bear all expenses related its use and possession of the Property from and after the Date of Deposit, including without limitation (i) all real property taxes and assessments pertaining to the Property, if any, assessed after the Date of Deposit; and (ii) all rent and other sums due under the Lease numbered AA-01-10860 dated June 16, 2007 by Washington State Department of Transportation, City of Lynnwood, and to Seller (as Lessee), as assigned to Seller by Assignment and Assumption of Lease dated February 8, 2014 and recorded under Snohomish County Recording number 201402230089.

6. **Risk of Loss and Condemnation.**

a. **Eminent Domain.** If at any time after the effective date of this Agreement, Owner receives any notice of condemnation proceedings or other proceedings in the nature of an eminent domain, from any entity other than Sound Transit, Owner shall promptly send a copy of such notice to Sound Transit. If all or any part of the Property is taken by condemnation or eminent domain by any entity other than Sound Transit, Sound Transit shall be entitled to all proceeds of such condemnation.

b. **Casualty Loss.** Following the occurrence of any event prior to the Closing Date, which event causes damage or destruction of the Property or any portion thereof being conveyed to Sound Transit hereunder, Owner shall promptly notify Sound Transit of such occurrence. The rights to all insurance proceeds, if any, by reason of such loss and not collected by Owner prior to the Closing Date shall be assigned to Sound Transit and the Purchase Price shall not be reduced by reason of such loss. Owner and Sound Transit will in such circumstance cooperate in settlement of such claims.

7. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii)

when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

Owner: K & F Chang LLC  
Attn: Kai (Jack) Chang  
12623 SE 301<sup>st</sup> Place  
Auburn, WA 98082

*with a copy to:*

Montgomery Purdue Blankinship & Austin PLLC  
Attn: Inger C. Brockman  
701 Fifth Avenue, Suite 5500  
Seattle, WA 98104

Sound Transit: Real Property Division  
401 S. Jackson  
Seattle, WA 98104

*w/ a copy to:*

Sound Transit Legal Department  
401 S. Jackson  
Seattle, WA 98104

8. **Miscellaneous.**

a. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of King County.

b. **Merger.** All understandings and agreements heretofore between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.

c. **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

d. **Recording.** This Agreement shall be recorded in the real property records of King County.


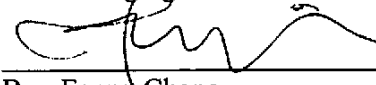
e. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f. **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this

Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

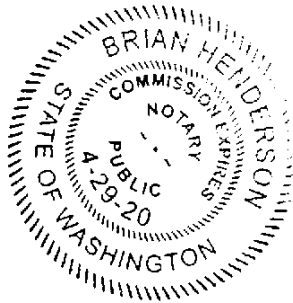
g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

| GRANTOR:   | GRANTEE:   |
|--|--|
| <p>K &amp; F Chang LLC</p>  <p>By: Kai (Jack) Chang<br/>Its: Managing Member</p>  <p>By: Fenny Chang<br/>Its: Member</p> | <p>Central Puget Sound Regional Transit Authority</p> <hr/> <p>By: Peter Rogoff<br/>Its: Chief Executive Officer</p> |

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

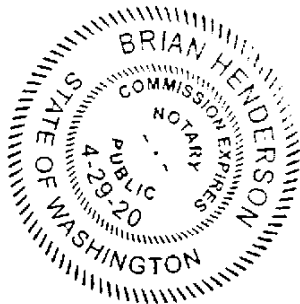
I certify that I know or have satisfactory evidence that Ka: Chang is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Managing Member of K & F Chang LLC, a Washington limited liability, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: 7/13/17  
Signature: [Signature]  
Notary Public in and for the State of Washington  
Notary (print name): Brian Henderson  
Residing at: Summish  
My appointment expires: 4/29/20

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Fenny Chang is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Member of K & F Chang LLC, a Washington limited liability, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.




Dated: 7/13/17  
Signature: [Signature]  
Notary Public in and for the State of Washington  
Notary (print name): Brian Henderson  
Residing at: Summish  
My appointment expires: 4/29/20

Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

|  |   |
|--|---|
| <b>GRANTOR:</b>                              | <b>GRANTEE:</b>   |
| K & F Chang LLC                              | Central Puget Sound Regional Transit Authority  |
| By: Kai (Jack) Chang<br>Its: Managing Member | <br>By: Mike Harbour<br>Its: Deputy Chief Executive Officer |
| By: Fenny Chang<br>Its: Member               |   |





# Exhibit A

**-Legal Description-**

Lynnwood Link Extension  
Parcel No: 00372600601302  
RW No: LL305

## EXHIBIT A – LEGAL DESCRIPTION

That portion of Lot 13, Block 6, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, Records of Snohomish County, Washington, described as follows:

Beginning at the southwest corner of said Lot 13;

Thence South  $87^{\circ}47'40''$  east along the south line of said Lot 13, a distance of 410.01 feet to the true point of beginning of this description;

Thence continue South  $87^{\circ}47'40''$  East along the south line of said Lot 13, a distance of 140.40 feet to an intersection with the westerly margin of Primary State Highway No. 1-E as conveyed to the State of Washington by deed recorded under recording number 1480106, records of Snohomish County, Washington;

Thence North  $15^{\circ}41'11''$  East along westerly margin, a distance of 126.32 feet;

Thence North  $89^{\circ}29'38''$  West, a distance of 172.46 feet;

Thence South  $0^{\circ}30'22''$  West, a distance of 118.00 feet to the true point of beginning;

TOGETHER WITH those easement rights set forth in the declaration of covenant and restrictions and grant of easements recorded March 23, 1979 under recording number 7903230319.

# Exhibit B

-Escrow Instructions-

NOT INCLUDED FOR RECORDING PURPOSES, BUT  
RETAINED IN THE FILES OF GRANTOR AND GRANTEE

# Exhibit C

**-Purchase and Sale Agreement-**

**NOT INCLUDED FOR RECORDING PURPOSES, BUT  
RETAINED IN THE FILES OF GRANTOR AND GRANTEE**

# Exhibit D

-Statutory Warranty Deed-

**NOT INCLUDED FOR RECORDING PURPOSES, BUT  
RETAINED IN THE FILES OF GRANTOR AND GRANTEE**

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

LEGAL DESCRIPTION

LL-302

(ACCORDING TO CHICAGO TITLE COMMITMENT NUMBER 0076832-06, DATED JULY 29, 2016, PARCEL # 0037260060900)

THAT PORTION OF LOTS 9, 10, 11 AND 12, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SR 5, EAST 200TH STREET TO SWAMP CREEK, AND NORTHEASTERLY AND NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 9, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 10 BEARS SOUTH 00°30'22" WEST, 586.12 FEET; THENCE SOUTH 43°42'55" EAST 526.72 FEET TO A POINT; THENCE SOUTH 60°06'38" EAST 291.86 FEET TO A POINT; THENCE SOUTH 88°25'33" EAST 80 FEET TO A POINT; THENCE SOUTH 88°09'11" EAST 134.82 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID SR 5 RIGHT-OF-WAY AND THE END OF THIS LINE DESCRIPTION;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 87°47'40" EAST A DISTANCE OF 612.00 FEET; THENCE SOUTH 0°30'22" WEST A DISTANCE OF 28 FEET; THENCE NORTH 87°47'40" WEST A DISTANCE OF 612.00 FEET; THENCE NORTH 0°30'22" EAST TO THE POINT OF BEGINNING.

SPECIAL EXCEPTIONS: EASEMENTS AND RESTRICTIONS

- 1 REC NO. 1480105: RELINQUISHMENT OF ACCESS TO STATE HIGHWAY NUMBER 1 AND OF LIGHT, VIEW AND AIR BY DEED TO THE STATE OF WASHINGTON.
2 REC NOS. 7912280315 & 8003310324: THESE DOCUMENTS ARE IDENTICAL. A 10 FOOT WIDE UTILITY EASEMENT AND A 15 FOOT WIDE UTILITY EASEMENT GRANTED TO THE CITY OF LYNNWOOD. AND THE CITY CONVEYS AND QUIT CLAIMS ITS EASEMENT INTERESTS AS ACQUIRED BY REC NOS. 1658397, 1658398 AND 1809565.
3 REC NO. 200303060384: THIS IS THE VACATION OF A PORTION OF S 204TH ST AS SET FORTH IN CITY OF LYNNWOOD ORDINANCE NO. 2439. IT VACATES S 204TH ST WITHIN AN AIRSPACE CORRIDOR WHICH IS 60' WIDE, BEING 30' ON BOTH SIDES OF WSDOT'S PR-LINE BETWEEN STATIONS 11+50 AND 14+00, AND LYING BETWEEN ELEVATION 360 FEET AND ELEVATION 420 FEET. SURVEYOR'S NOTE: THIS STREET VACATION IS SOUTH OF AND NOT WITHIN THE ALTA SITE.
4 REC NO. 200411100178: THIS IS A SALE TO SOUND TRANSIT OF THE NORTH 28 FEET OF LOT 9 (BORDERING BUT OUTSIDE THE ALTA SITE). IT ESTABLISHES THE RIGHT OF SAID 28' PARCEL TO INGRESS AND EGRESS THE LYNNWOOD PARK AND RIDE "BY MEANS OF A TYPE C, OFF AND ON APPROACH, NOT TO EXCEED 30 FEET ON THE WESTERLY SIDE OF THE PR LINE AT STATION PR 5+73". SURVEYOR'S NOTE: THE SUNDRY SITE PLAN (S) FOR THE PARK & RIDE LOT LISTS ALLOWED ACCESS APPROACHES AT PR 5+73 BY THE CITY OF LYNNWOOD, WSDOT, METRO KING COUNTY TRANSIT, COMMUNITY TRANSIT AND SOUND TRANSIT.

LOT DATA

SOUND TRANSIT R/W NO. LL-302: TAX ACCT #0037260060900. AREA = 513,148 S.F. SITE ADDRESS: NOT ASSIGNED, LYNNWOOD, WA 98036. CURRENT OWNER: STATE OF WASHINGTON.

BASIS OF BEARINGS

NAD83/2011 WASHINGTON COORDINATE SYSTEM GRID, ACCORDING TO RTK GPS OBSERVATIONS ON THE MONUMENTS SHOWN HEREON, CONSTRAINED TO WSDOT CONTROL, AS PART OF THE SOUND TRANSIT LYNNWOOD LINK PRELIMINARY ENGINEERING PROJECT.

SURVEY DATA

EQUIPMENT USED: TRIMBLE S8 1-SECOND TOTAL STATION, AND TRIMBLE R8 AND R10 GPS RECEIVERS. METHOD: CLOSED GROUND TRAVERSE WITH ACCURACIES OR CLOSURES EXCEEDING THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-090(1)(A), AND THE 2016 ALTA SURVEY STANDARDS ESTABLISHED BY THE AMERICAN LAND TITLE ASSOCIATION.

LEGEND

- LOT LINE
STREET R/W LINE
SITE BOUNDARY
EASEMENT LINE
PLAT LOT LINE
LIMITED ACCESS
SECTION LINE

- LL-302 SOUND TRANSIT PARCEL IDENTIFICATION NO.
R/W RIGHT-OF-WAY
FOUND SURVEY MONUMENT
FOUND PROPERTY CORNER
CALC'D PROPERTY CORNER

- (C) CALC'D DATA, THIS SURVEY.
(M) MEASURED DATA THIS SURVEY.
(W) WSDOT DATA PER SR5 E. 200TH ST. TO SWAMP CREEK.
(R1) DATA PER ALDERWOOD MANOR VOL 9, PG 71.
(X) DATA PER SURVEY REC NO. 201605025002.
(S) DATA PER SNOHOMISH COUNTY SUNDRY SITE PLAN, LIMITED ACCESS PLAN FULL AND MODIFIED CONTROL, LYNNWOOD PARK AND RIDE LOT.

FEATURES AND ITEMS

- 1 FOUND CONCRETE MONUMENT WITH PUNCHED 2.5" BRASS DISK, DOWN 0.4' IN MONUMENT CASE, AUGUST 2014.
2 FOUND CONCRETE MONUMENT WITH NAIL, DOWN 1.0' IN MONUMENT CASE, AUGUST 2014.
3 FOUND CONCRETE MONUMENT WITH 2" BRASS DISK WITH "X", DOWN 0.9' IN MONUMENT CASE, AUGUST 2014.
4 FOUND CONCRETE MONUMENT WITH 3" BRASS DISK WITH "X", DOWN 0.6' IN MONUMENT CASE, AUGUST 2014.
5 FOUND CONCRETE MONUMENT WITH PUNCHED 2.5" BRASS DISK, DOWN 0.3' IN MONUMENT CASE, AUGUST 2014.
6 CALCULATED EAST QUARTER CORNER, CW 19+19.83 (C,W,S).
7 FOUND REBAR WITH UNREADABLE CAP, 0.3"N. X 0.1"W. OF R/W CORNER CW 28+00, 80' LT (C,W,S). SEPTEMBER 2016.
8 FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "PARAMETRIX LS 51801", 0.3"N. X 0.1"W. OF R/W CORNER, JUNE 2016.
9 CALCULATED 1/16TH COR, INTERSECTION.
10 CALCULATED 1/16TH COR, INTERSECTION.
11 CALCULATED 1/16TH COR, INTERSECTION.
12 CALCULATED 1/16TH COR, INTERSECTION.
13 NORTH LINE OF THE SOUTH 80 FEET OF LOTS 10 AND 11.
14 WSDOT 60' LIMITED ACCESS CORRIDOR (S & C).
15 INTERSECTION. CW 20+00 (W, S & C) = L' 474+68.43 (W, S & C).
16 LOT FRONTAGE PRORATION VALUE = 2661.45/2661.83 = 0.999857.
17 LOT FRONTAGE PRORATION VALUE = 2647.52/2647.39 = 1.000049.
18 PR 15+55.31 = LL 469+43.50 (C); PR 15+55.09 = LL 469+43.07 (S).
19 FOUND REBAR WITH CAP STAMPED "KA 11033", 0.0'S X 0.1'E OF PROP COR.

LINE & CURVE DATA

Table with columns: LINE, BEARING, DISTANCE. Contains data for lines L1 through L17 and curve C1.

ALTA/NSPS LAND TITLE SURVEY CERTIFICATION

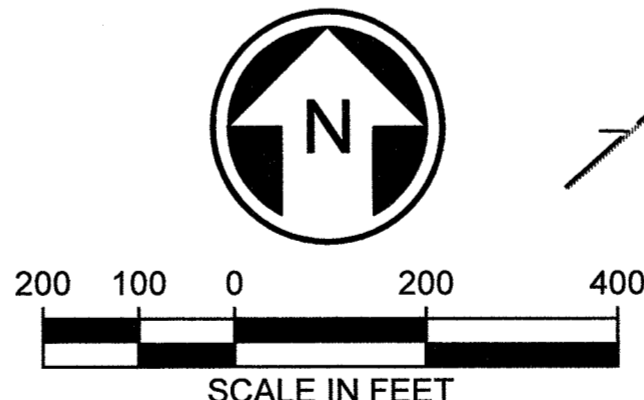
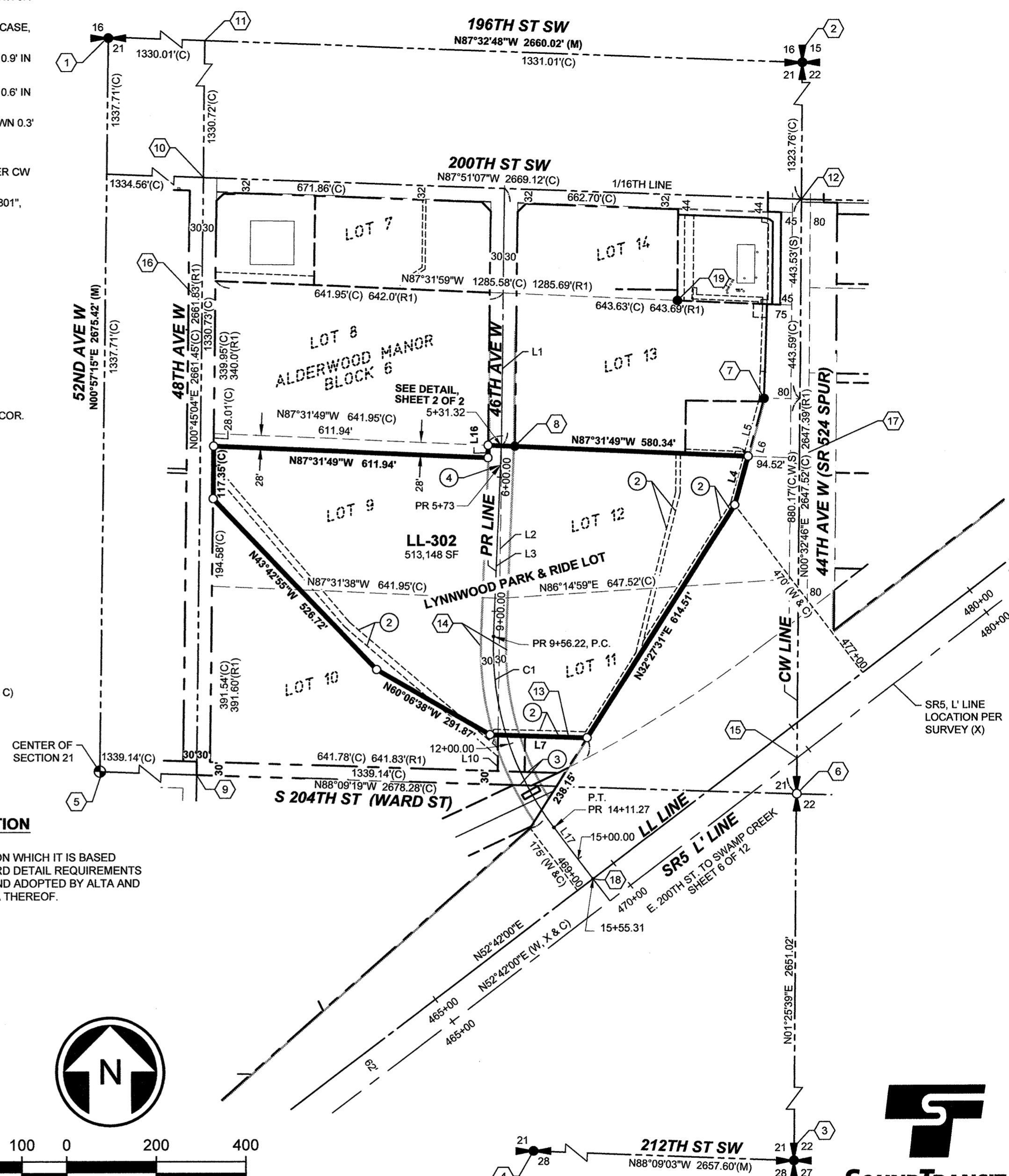
TO SOUND TRANSIT AND CHICAGO TITLE INSURANCE COMPANY: THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 4, 10A, 10B, 11 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED IN NOVEMBER, 2018.

DATE OF PLAT OR MAP: FEB. 1, 2019

BY: Earl J. Bone

REGISTRATION NO. 19429

PORTION SE 1/4, NE 1/4 SEC 21, T 27 N, R 4 E, W.M.



RECORDING CERTIFICATE 201902065009

RECORDING NO. FILED FOR RECORD THIS 6 DAY OF February, 2019, AT 2:41 P.M. IN BOOK OF SURVEYS AT PAGE AT THE REQUEST OF EARL J. BONE SURVEYOR'S NAME Carolyn Weikel Manager, Jeremy Reed Supt. of Records

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE SURVEY RECORDING ACT FOR SOUND TRANSIT IN NOVEMBER, 2018. Earl J. Bone 2/1/19 REGISTERED PROFESSIONAL LAND SURVEYOR DATE: CERTIFICATE NUMBER 19429



L & A LIN & ASSOCIATES Consulting Engineers 901 5TH AVE., SUITE 2710 SEATTLE, WA. 98164 PHONE (206) 621-1218 LINADMIN@LINASSOCIATES.COM JOB NO. 1518 FILE: ALTA SURVEY LL302.DWG

"ALTA/NSPS LAND TITLE SURVEY" LINK LIGHT RAIL PROJECT

SURVEY OF LYNNWOOD LINK EXTENSION R/W PARCEL LL-302 CITY OF LYNNWOOD, SNOHOMISH COUNTY, WASHINGTON. Drawn By: D. SMITH Date: 2/1/2019 Job No: 1518. Checked By: E. J. BONE Scale: 1"=200' Sheet No: 1 OF 2

PORTION SE 1/4 NE 1/4 SEC 21, T 27 N, R 4 E, W.M.

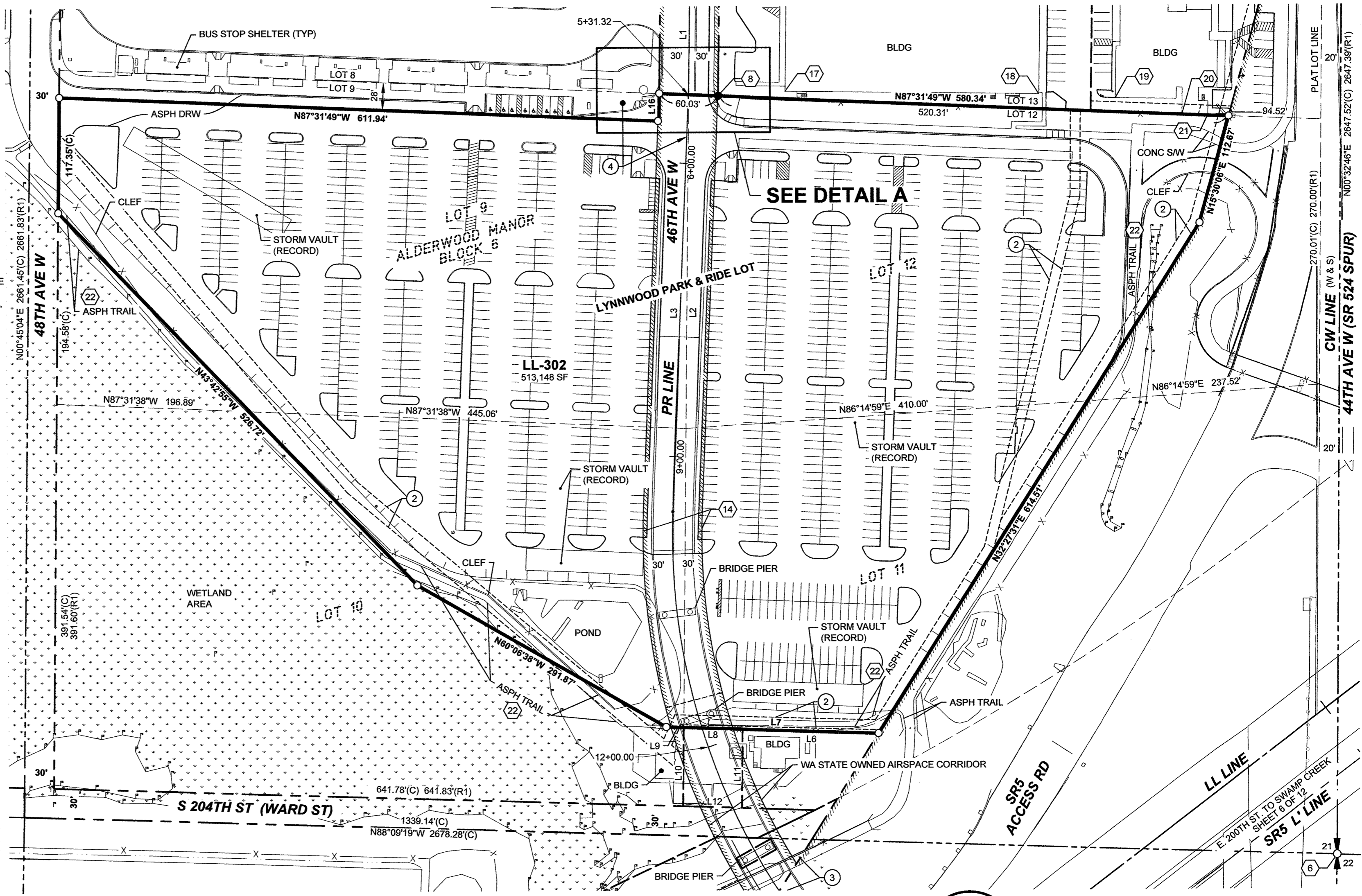
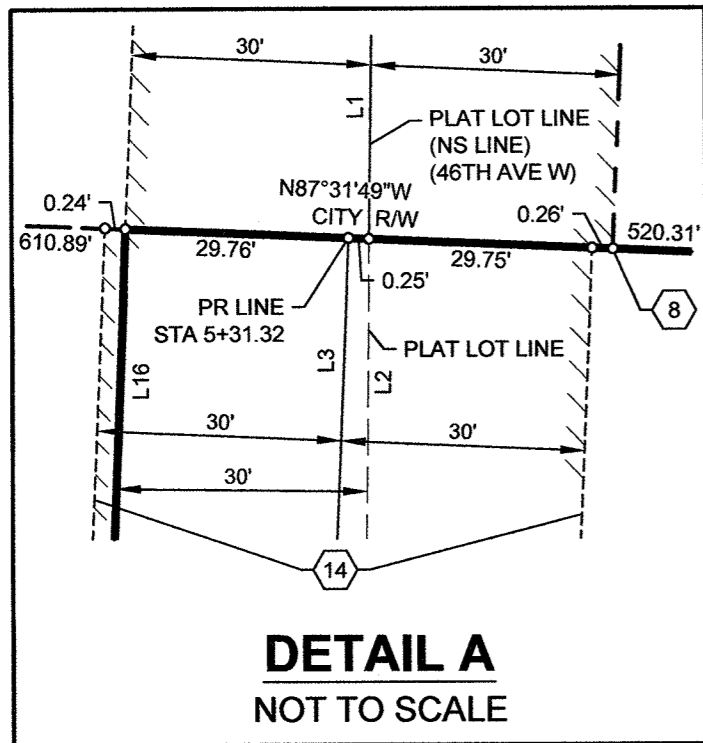
# SEE TITLE REPORT SPECIAL EXCEPTIONS, SHT 1 OF 2.

FEATURES AND ITEMS

- 6 CALCULATED EAST QUARTER CORNER, CW 19+19.83 (C,W,S).
- 8 FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "PARAMETRIX LS 51801", 0.4"N. X 0.3"W. OF R/W CORNER.
- 14 WSDOT LIMITED ACCESS CORRIDOR (S & C).
- 17 BLDG CORNER IS 7.5"N., FENCE IS 1.8"S. OF PROP LINE.
- 18 BLDG CORNER IS 15.4"N., FENCE IS 1.3"S. OF PROP LINE.
- 19 BLDG CORNER IS 19.3"N., FENCE IS 1.4"S. OF PROP LINE.
- 20 BLDG CORNER IS 0.1"N., FENCE IS 1.2"S. OF PROP LINE.
- 21 BLDG CORNER IS 0.2"N., FENCE IS 1.5"S. OF PROP LINE.
- 22 THE TITLE REPORTS DOES NOT INDICATE A KNOWN EXISTING EASEMENT FOR THE PUBLIC PATH THAT RUNS IN SEVERAL LOCATIONS WITHIN THE ALTA SITE. HOWEVER, THE SUNDRY SITE PLAN (S) STATES, "THE CITY OF LYNNWOOD IS GRANTED PERMISSION TO CONSTRUCT, OPERATE AND MAINTAIN A 12' BICYCLE/PEDESTALIAN TRAIL ALONG THE EASTERLY BOUNDARY OF THE LYNNWOOD PARK AND RIDE LOT PER LETTER OF UNDERSTANDING BETWEEN WSDOT AND CITY (DATED NOV. 8, 1993) AND THE AGREEMENT BETWEEN COMMUNITY TRANSIT AND THE CITY OF LYNNWOOD (DATED NOV. 9, 1993)".

LINE AND CURVE DATA

| LINE | BEARING     | DISTANCE        |
|------|-------------|-----------------|
| L1   | N00°45'04"E | 572.69'         |
| L2   | N00°45'04"E | 724.48'         |
| L3   | N02°25'35"E | 424.90' PR-LINE |
| L6   | N88°09'19"W | 138.44' (C)     |
| L7   | N88°09'19"W | 216.22' (C)     |
| L8   | N88°09'19"W | 60.01' (C)      |
| L9   | N88°09'19"W | 17.77' (C)      |
| L10  | N00°45'04"E | 80.01'          |
| L11  | N00°45'04"E | 80.01'          |
| L12  | N88°09'19"W | 60.01'          |
| L16  | N00°45'04"E | 28.01'          |



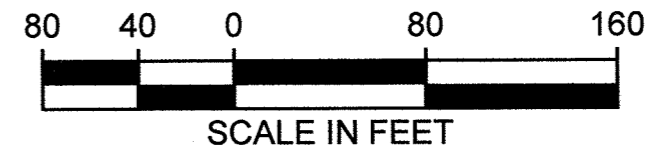
LEGEND

- LOT LINE
- STREET R/W LINE
- SITE BOUNDARY
- EASEMENT LINE
- PLAT LOT LINE
- LIMITED ACCESS
- SECTION LINE

- LL-302 SOUND TRANSIT PARCEL IDENTIFICATION NO.
- R/W RIGHT-OF-WAY
- CLEF CHAIN LINK FENCE
- DRW DRIVEWAY
- S/W SIDEWALK
- ASPH ASPHALT
- BLDG BUILDING
- CONC CONCRETE

- FOUND SURVEY MARKER
- CALC'D PROPERTY CORNER
- UTILITY POLE W/ LIGHT
- ⊞ WATER METER
- ⊞ CATCH BASIN
- ⊞ STORM DRAIN MANHOLE
- SEWER MANHOLE

# SEE TITLE REPORT SPECIAL EXCEPTIONS, SHT 1 OF 2.



- (C) CALC'D DATA, THIS SURVEY.
- (M) MEASURED DATA THIS SURVEY.
- (W) WSDOT DATA PER SR5 E. 200TH ST. TO SWAMP CREEK.
- (R1) DATA PER ALDERWOOD MANOR VOL 9, PG 71.
- (X) DATA PER SURVEY REC NO. 201605025002.
- (S) DATA PER WSDOT SUNDRY SITE PLAN, LIMITED ACCESS PLAN FULL AND MODIFIED CONTROL, LYNNWOOD PARK AND RIDE LOT.

201902065009

RECORDING NO.



**LIN & ASSOCIATES**  
**Consulting Engineers**  
 901 5TH AVE., SUITE 2710  
 SEATTLE, WA. 98164  
 PHONE (206) 621-1218  
 LINADMIN@LINASSOCIATES.COM  
 JOB NO. 1518  
 FILE: ALTA SURVEY LL302.DWG

"ALTA/NSPS LAND TITLE SURVEY"  
 LINK LIGHT RAIL PROJECT

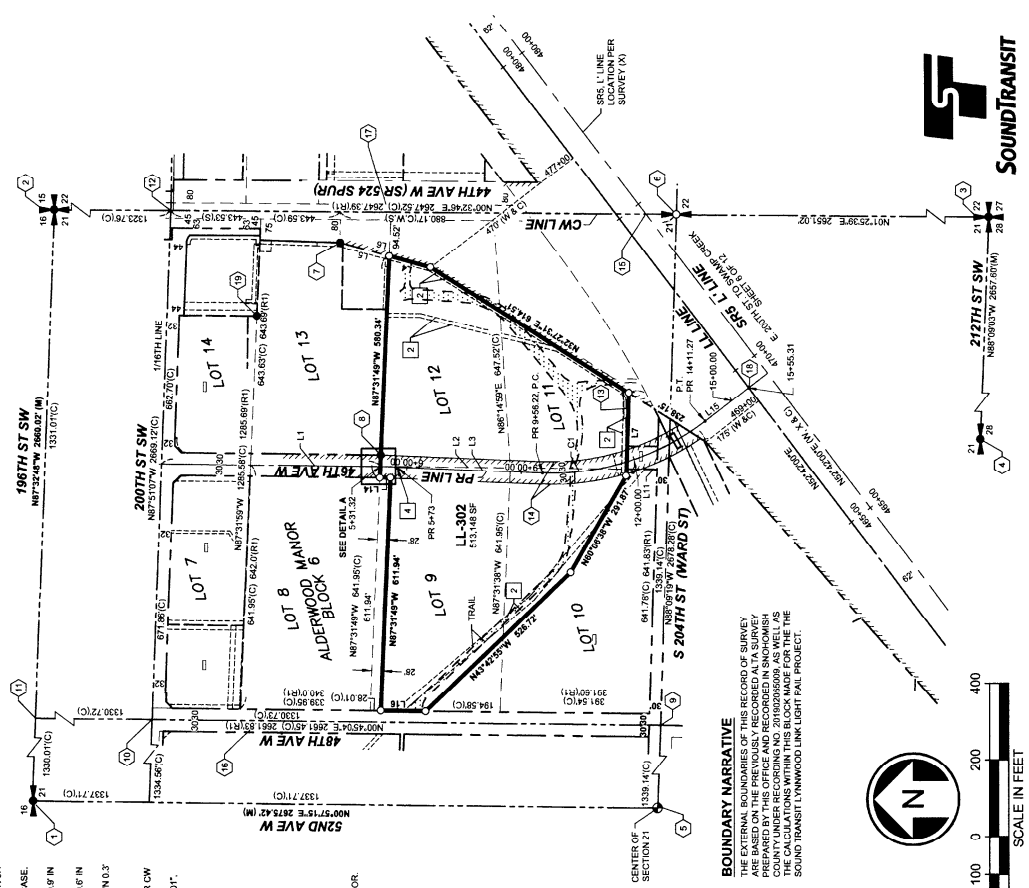
SURVEY OF LYNNWOOD LINK EXTENSION  
 R/W PARCEL LL-302  
 CITY OF LYNNWOOD, SNOHOMISH COUNTY, WASHINGTON

|                           |                   |                      |
|---------------------------|-------------------|----------------------|
| Drawn By:<br>D. SMITH     | Date:<br>2/1/2019 | Job No.:<br>1518     |
| Checked By:<br>E. J. BONE | Scale:<br>1"=80'  | Sheet No.:<br>2 OF 2 |



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

**PORTION SE 1/4, NE 1/4 SEC 21, T 27 N, R 4 E, W.M.**



**"RECORD OF SURVEY"**  
 LINK LIGHT RAIL PROJECT  
 SURVEY FOR LYNNWOOD LINK EXTENSION  
**RAW PARCEL LL-302**  
 CITY OF LYNNWOOD, SNOHOMISH COUNTY, WASHINGTON  
 Drawn By: N. JONES  
 Date: 09/06/2022  
 Job No: 1518  
 Checked By: J. BECKER  
 Scale: 1"=200'  
 Sheet No: 1 OF 2

**F & A**  
**FURTADO & ASSOCIATES**  
 Consulting Engineers  
 901 5TH AVE, SUITE 2710  
 SEATTLE, WA 98164  
 ADMIN@FURTADOASSOCIATES.COM  
 FILE LL302 ROS.DWG  
 5 Sept. 06, 2022

**SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY THE SURVEYOR IN CONFORMANCE WITH THE SURVEYING ACT FOR SNOHOMISH COUNTY, WA IN AUGUST, 2022.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 DATE: 5 Sept. 06, 2022  
 CERTIFICATE NUMBER 41277

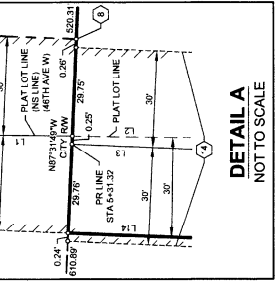
**RECORDING CERTIFICATE**  
 RECORDING NO. 202209135002  
 FILED FOR RECORD THIS 13th DAY OF September, 2022.  
 AT 11:33 A.M. IN BOOK OF SURVEYS AT PAGE \_\_\_\_\_  
 AT THE REQUEST OF JONATHAN M. BECKER  
 SURVEYOR'S NAME *Geetha Fell*  
 Manager  
*John Foxson*  
 Supt. of Records

**FEATURES AND ITEMS**

- FOUND CONCRETE MONUMENT WITH PUNCHED 2.5" BRASS DISK DOWN 0.4' IN MONUMENT CASE, AUGUST 2014.
- FOUND CONCRETE MONUMENT WITH PUNCHED 2.5" BRASS DISK DOWN 0.52' IN MONUMENT CASE, AUGUST 2014.
- FOUND CONCRETE MONUMENT WITH 2" BRASS DISK WITH "X" DOWN 0.52' IN MONUMENT CASE, AUGUST 2014.
- FOUND CONCRETE MONUMENT WITH 3" BRASS DISK WITH "X" DOWN 0.62' IN MONUMENT CASE, AUGUST 2014.
- FOUND CONCRETE MONUMENT WITH PUNCHED 2.5" BRASS DISK DOWN 0.3' IN MONUMENT CASE, AUGUST 2014.
- CALCULATED EAST QUARTER CORNER, CW (94-93.02' C.W.S.).
- FOUND REBAR WITH UNREADABLE CAP, 0.3N, 0.1W, OF RW CORNER CW 28+00.87 LT (C.W.S.), SEPTEMBER 2016.
- FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "PARAMETER L3.51801". 0.3N, 0.1W, OF RW CORNER JUNE 2016.
- CALCULATED 1/8" RH COR. INTERSECTION.
- CALCULATED 1/8" RH COR. INTERSECTION.
- CALCULATED 1/8" RH COR. INTERSECTION.
- FOUND 6" UNLIMITED ACCESS CORRIDOR, S.L. AND 11.
- WROTE 6" UNLIMITED ACCESS CORRIDOR, S.L. AND 11.
- LOT INTERSECTION, CW 20+00.00, S.L. 0.1 = 12+24.48 (4.5' W, S.E.C.).
- LOT FRONTAGE PROPORTION VALUE = 2661.52/2662.39 = 1.00049.
- PR 15+45.31 = 11.46+43.50 (C.I. PR 15+50.00 = 11.46+43.07 (S)).
- FOUND REBAR WITH CAP STAMPED "A 110337", 0.2S, 0.1E OF PROP. COR.

**BOUNDARY NARRATIVE**

THE CALCULATIONS AND BEARINGS OF THIS SURVEY ARE BASED ON THE PREVIOUSLY RECORDED ALTA SURVEY PREPARED BY THIS OFFICE AND RECORDED IN SNOHOMISH COUNTY, WA, FILE LL 302 ROS.DWG. THE CALCULATIONS WITHIN THIS BLOCK MADE FOR THE SOUND TRANSIT LYNNWOOD LINK LIGHT RAIL PROJECT.



**LEGAL DESCRIPTION**

**LL-302**  
 PARCEL ACCORDING TO CHICAGO TITLE COMMITMENT NUMBER 214775-52;  
 DATED DECEMBER 21, 2011; PARCEL # 693-2006069580)  
 THAT PORTION OF LOTS 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 18

SEE TITLE REPORT SPECIAL EXCEPTIONS, SHEET 1 OF 2.

**FEATURES AND ITEMS**

- ③ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "PHARMETRA L3 5160" DATA X, Y, W, OF ROW CORNER.
- ④ WSDOT 60' LIMITED ACCESS CORRIDOR (S & C).
- ⑤ THE TITLE REPORTS DOES NOT INDICATE A KNOWN EXISTING SANDY SITE PLAN (S) STATES, THE CITY OF LYNNWOOD IS MAINTAINING A 12' BICYCLED TRAIL ALONG THE EASTERN BOUNDARY OF THE LYNNWOOD PARK AND RIDE LOT PER AGREEMENT DATED NOV. 5, 1983 AND THE AGREEMENT BETWEEN COMMUNITY TRANSIT AND THE CITY OF LYNNWOOD (DATED NOV. 5, 1983).

**CURVE DATA**

| LINE | BEARING          | DISTANCE                    |
|------|------------------|-----------------------------|
| C1   | A=37°49'44"      | R=556.17' L=455.05' (S & C) |
| C2   | A=56°40'47"      | R=516.07' L=401.16'         |
| C3   | A=50°12'27"W (R) | R=179.920'E (R)             |
| C4   | A=50°42'46"      | R=68.89' L=58.87'           |
| C5   | A=22°24'42"      | R=402.00' L=383.34'         |
| C6   | A=11°20'07"W (R) | R=118.922'E (R)             |
| C7   | A=11°20'07"W     | R=200.00' L=47.72'          |
| C8   | A=11°20'07"W (R) | R=307.300"W (R)             |
| C9   | A=58°52'52"E (R) | R=580.034'E (R)             |
| C10  | A=38°11'05"      | R=400.00' L=33.81'          |
| C11  | A=88°19'05"      | R=400.00' L=33.81'          |
| C12  | A=88°19'05"      | R=400.00' L=33.81'          |
| C13  | A=107°39'03"     | R=400.00' L=49.28'          |
| C14  | A=11°20'07"W (R) | R=118.922'E (R)             |
| C15  | A=41°10'31"      | R=138.00' L=98.17'          |
| C16  | A=50°12'27"W (R) | R=179.920'E (R)             |
| C17  | A=20°35'15"      | R=80.00' L=48.75'           |
| C18  | A=70°09'35"      | R=150.00' L=91.635'         |
| C19  | A=107°39'03"     | R=400.00' L=113.40'         |
| C20  | A=69°29'28"      | R=80.00' L=101.11'          |
| C21  | A=88°19'05"      | R=400.00' L=33.81'          |
| C22  | A=88°19'05"      | R=400.00' L=33.81'          |
| C23  | A=88°19'05"      | R=400.00' L=33.81'          |
| C24  | A=107°39'03"     | R=400.00' L=49.28'          |
| C25  | A=50°12'27"W (R) | R=179.920'E (R)             |
| C26  | A=20°35'15"      | R=80.00' L=48.75'           |
| C27  | A=70°09'35"      | R=150.00' L=91.635'         |

**LINE DATA**

| LINE | BEARING     | DISTANCE | PR STA  | OFFSET |
|------|-------------|----------|---------|--------|
| L1   | N87°14'59"E | 424.89'  | 0+00.00 | 0.00   |
| L2   | N87°14'59"E | 724.48'  | 0+00.00 | 0.00   |
| L3   | N87°14'59"E | 127.89'  | 0+00.00 | 0.00   |
| L4   | N87°14'59"E | 98.89'   | 0+00.00 | 0.00   |
| L5   | N87°14'59"E | 117.39'  | 0+00.00 | 0.00   |
| L6   | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L7   | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L8   | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L9   | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L10  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L11  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L12  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L13  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L14  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L15  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L16  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L17  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L18  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L19  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L20  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L21  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L22  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L23  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L24  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L25  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L26  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L27  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L28  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L29  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L30  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |
| L31  | N87°14'59"E | 5.00'    | 0+00.00 | 0.00   |

**LEGEND**

- LOT LINE
- STREET ROW LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- PLAT LOT LINE
- SECTION LINE
- LIMITED ACCESS
- SECTION LINE
- ① FOUND SURVEY MARKER
- CALC'D PROPERTY CORNER
- TRAIL
- ASPHALT

LL-302 SOUND TRANSIT PARCEL IDENTIFICATION NO.

RAW RIGHT-OF-WAY

ASPH

ASPH TRAIL

SCALE: 1"=20'

SCALE: 1"=20'

SCALE: 1"=20'

SCALE: 1"=20'

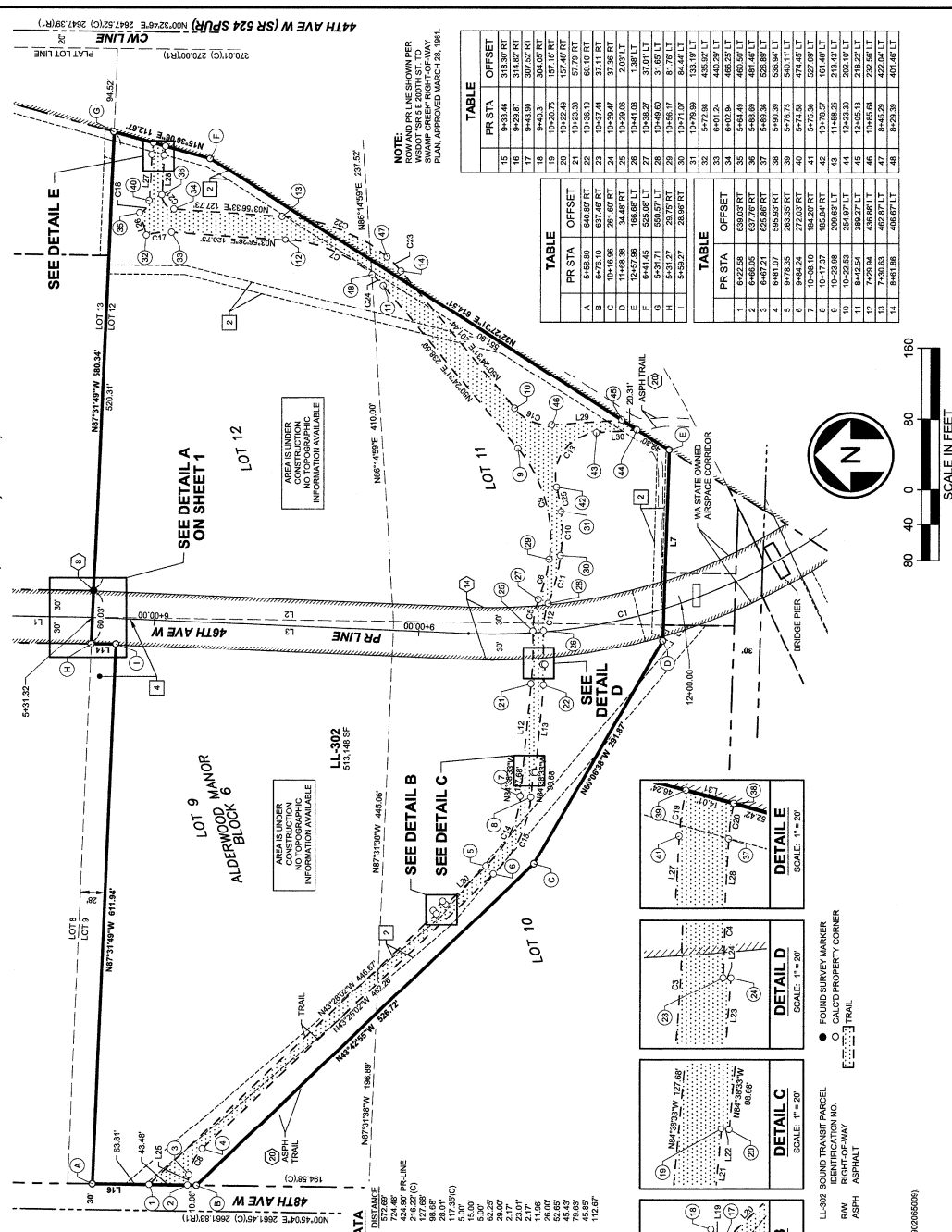
SCALE: 1"=20'

SCALE: 1"=20'

SCALE: 1"=20'

SCALE: 1"=20'

**PORTION SE 1/4 NE 1/4 SEC 21, T 27 N, R 4 E, W.M.**



| TABLE | PR STA  | OFFSET |
|-------|---------|--------|
| 1     | 0+00.00 | 0.00   |
| 2     | 0+00.00 | 0.00   |
| 3     | 0+00.00 | 0.00   |
| 4     | 0+00.00 | 0.00   |
| 5     | 0+00.00 | 0.00   |
| 6     | 0+00.00 | 0.00   |
| 7     | 0+00.00 | 0.00   |
| 8     | 0+00.00 | 0.00   |
| 9     | 0+00.00 | 0.00   |
| 10    | 0+00.00 | 0.00   |
| 11    | 0+00.00 | 0.00   |
| 12    | 0+00.00 | 0.00   |
| 13    | 0+00.00 | 0.00   |
| 14    | 0+00.00 | 0.00   |
| 15    | 0+00.00 | 0.00   |
| 16    | 0+00.00 | 0.00   |
| 17    | 0+00.00 | 0.00   |
| 18    | 0+00.00 | 0.00   |
| 19    | 0+00.00 | 0.00   |
| 20    | 0+00.00 | 0.00   |
| 21    | 0+00.00 | 0.00   |
| 22    | 0+00.00 | 0.00   |
| 23    | 0+00.00 | 0.00   |
| 24    | 0+00.00 | 0.00   |
| 25    | 0+00.00 | 0.00   |
| 26    | 0+00.00 | 0.00   |
| 27    | 0+00.00 | 0.00   |
| 28    | 0+00.00 | 0.00   |
| 29    | 0+00.00 | 0.00   |
| 30    | 0+00.00 | 0.00   |
| 31    | 0+00.00 | 0.00   |
| 32    | 0+00.00 | 0.00   |
| 33    | 0+00.00 | 0.00   |
| 34    | 0+00.00 | 0.00   |
| 35    | 0+00.00 | 0.00   |
| 36    | 0+00.00 | 0.00   |
| 37    | 0+00.00 | 0.00   |
| 38    | 0+00.00 | 0.00   |
| 39    | 0+00.00 | 0.00   |
| 40    | 0+00.00 | 0.00   |
| 41    | 0+00.00 | 0.00   |
| 42    | 0+00.00 | 0.00   |
| 43    | 0+00.00 | 0.00   |
| 44    | 0+00.00 | 0.00   |
| 45    | 0+00.00 | 0.00   |
| 46    | 0+00.00 | 0.00   |
| 47    | 0+00.00 | 0.00   |
| 48    | 0+00.00 | 0.00   |

NOTE: ROW AND PRLINE SHOWN PER WSDOT SR 5 E 200TH ST. TO PLAN APPROX/ED MARCH 28, 1981.

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

AREA IS UNDER CONSTRUCTION NO TOPOGRAPHIC INFORMATION AVAILABLE

**"RECORD OF SURVEY"**  
 LINK LIGHT RAIL PROJECT  
 SURVEY FOR LYNNWOOD LINK EXTENSION  
 RW PARCEL LL-302  
 CITY OF LYNNWOOD, SNOHOMISH COUNTY, WASHINGTON

Drawn By: N. JONES  
 Checked By: J. BECKER

Date: 09/06/2022  
 Scale: 1"=80'

Job No: 1518  
 Sheet No: 2 OF 2

**F & A**  
 FURTADO & ASSOCIATES  
 Consulting Engineers  
 10000 1st Ave. S  
 SEATTLE, WA 98148  
 PHONE (206) 621-1218  
 ADMIN@FURTADOASSOCIATES.COM  
 FILE: LL302 ROS.DWG



RECORDING NO.

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P.O. BOX 47338  
OLYMPIA, WA 98504-7338

**NO EXCISE TAX  
REQUIRED**

JAN 04 2024

Document Title: Trail Easement

Reference Number of Related Document:

Grantor: State of Washington

Grantee: City of Lynnwood

Legal Description: Ptn. Lts 9- 12, Blk 6, Alderwood Manor, Vol 9 of Plats, pg 71, Snohomish County

Additional Legal Description is on Pages 8-12 of document

Assessor's Tax Parcel Number: 003726-006-009-00

BRIAN SULLIVAN, Snohomish County Treasurer  
By BRIAN SULLIVAN *ASST*

**T R A I L E A S E M E N T**

(Non-Exclusive)

Snohomish County Sundry Site Plans

**CHICAGO TITLE INSURANCE COMPANY HAS PLACED  
THE DOCUMENT OF RECORD AS A CUSTOMER COURTESY  
AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR  
VALIDITY OF THE DOCUMENT.**

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, as the owner of the real property legally described on **Exhibit A** attached hereto and incorporated by this reference (the "Property") hereby grants and conveys unto the CITY OF LYNNWOOD, a municipal corporation of the State of Washington, Grantee, a non-exclusive easement for public trail purposes ("Trail Easement") subject to the following terms and conditions:

**Section 1. Legal Description.** This Trail Easement is granted on, over, under, across, and upon the portion of the Property legally described on **Exhibit B**, attached hereto and incorporated by this reference (the "Easement Area").

The specific details concerning all of which may be found on sheet 14 of that certain plan entitled Snohomish County Sundry Site Plans, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval September 29, 1978,

revised October 7, 2022, and as shown on the Record of Survey recorded with the Snohomish County Auditor's Office under Recording No. 202209135002.

**Section 2.**     **Authorized Use.** This Trail Easement authorizes use of the Easement Area for the construction, reconstruction, operation, use (including use by the public), maintenance and repair of a public pedestrian, bicycle, and other non-motorized vehicle trail; provided, that Grantee may also use the Easement Area for Grantee's maintenance vehicles and emergency vehicles responding to an emergency (collectively, the "Authorized Uses"). In using the Easement Area, Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force during the term of the Trail Easement. Grantee shall not allow third parties to use the Trail Easement access to private property or improvements.

**Section 3.**     **Consideration.** The consideration for this Trail Easement is Grantee's construction, operation, maintenance and repair of a public pedestrian, bicycle, and other non-motorized vehicle trail which is deemed a highway benefit because it separates motor vehicle traffic from pedestrians and cyclists which will materially increase motor vehicle safety and increase highway efficiency.

**Section 4.**     **Reservations.** Grantor reserves for itself, its successors and assigns, the following rights:

- (a) To grant additional privileges and rights within the Easement Area to third parties that do not unreasonably interfere with Grantee's rights under this Trail Easement;
- (b) To use the Property for any lawful use that does not unreasonably interfere with Grantee's rights under this Trail Easement, including without limitation highway and transit uses;
- (c) To construct, install, maintain, repair, replace, and use roadways, sidewalks, and trail crossings within the Property in such locations as Grantor may desire in its discretion and that do not unreasonably interfere with Grantee's rights under this Trail Easement;

(d) To construct and maintain storm water management and utility facilities within the Property within such locations as Grantor may desire in its discretion.

(e) All easement rights of access, light, view, and/or air in the Property to the extent that the Trail Easement abuts the state highway right of way; therefore, the Grantee, including its heirs, successors, or assigns, shall have no right of ingress and egress to, from, or between SR 5 and the Easement Area, nor shall the Grantee, its successors, or assigns, be entitled to compensation for any loss of access, light, view, and/or air occasioned by the location, construction, reconstruction, maintenance, or operation of said highway, except pedestrian and bicycle traffic will be permitted to cross limited access and use of the trail designated at CW STA. 23+55 RT. and CW STA. 26+20 LT. and PR STA 10+32 RT., PR STA 10+42 LT and PR STA 12+14 LT.

**Section 5. Use of Easement Area.** The following conditions apply to Grantee's occupancy, use, and operations in the Easement Area:

(a) Grantee shall not interfere with Grantor's operations on the Property, nor with Grantor's contractors, agents, employees, representatives, customers, invitees, or permittees.

(b) Grantee shall comply with all applicable Grantor rules, safety protocols, and standard operating procedures during its use and occupancy of the Property and Easement Area. Grantee shall further comply with all applicable federal, state, and local laws and regulations.

(c) Grantee shall not construct or maintain any permanent structures upon or within the Easement Area other than improvements associated with the Authorized Uses.

(d) Grantee shall not park or operate construction vehicles or trucks, or store materials or equipment on the Property in or adjacent to the Easement Area, except as may be

reasonably necessary for the construction, maintenance, repair, inspection, and replacement of the trail improvements.

(e) Grantor's vehicular and pedestrian access/egress to and from the Property shall be maintained at all times during use of the Easement Area by Grantee or its representatives or invitees.

(f) Grantee shall conduct its activities on the Easement Area in a safe manner and shall be solely responsible for the safety of all persons and property during its use of the Easement Area.

(g) Grantee shall be responsible for any damage done to the Property by Grantee or its employees, agents, representatives, contractors, licensees, or invitees and shall promptly repair such damage at its sole cost.

(h) Grantee shall be responsible to clean up any spills, fuel or leaks arising out of its use of the Easement Area.

(j) Grantee shall in no event dispose of hazardous materials on or under the ground surface of the Property.

**Section 6. Exceptions.** This Trail Easement is granted subject to all existing encumbrances, including easements, restrictions and reservations, if any.

**Section 7. Maintenance.** Grantee, its heirs, successors, or assigns, agrees to and shall maintain the Easement Area for the Authorized Uses in good, sanitary, and safe repair.

**Section 8. Reversion.** Should this Trail Easement cease to be used for the Authorized Uses this non-exclusive easement shall automatically terminate and all rights shall revert to Grantor, or Grantor's successors or assigns. Upon such termination, Grantee, its heirs, successors, or assigns, agrees to execute a Release of Easement releasing all rights granted herein immediately upon Grantor's written notice.

**Section 9.** **Indemnification.** The Grantee, its heirs, successors, or assigns, shall protect, save, indemnify, and hold harmless the Grantor, its agents, and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities related to this Trail Easement. The Grantee, its successors, or assigns, further agrees to defend the Grantor, its agents, or employees in any litigation, including payment of any judgments, costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this Trail Easement. This obligation shall not include such claims, costs, damages (both to persons and/or property), or expenses which may be caused by the sole negligence of the Grantor, or its agents, and/or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents, or employees and (b) the Grantee, its agents, contractors, licensees, invitees, employees, and/or any other person, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents, contractors, licensees, invitees, employees, and/or any other person.

**Section 10.** **Miscellaneous.** This Trail Easement is also subject to the following:

- (a) The Grantee, on behalf of itself and its heirs, successors, or assigns, as part consideration herein, agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed;
- (b) The real property burdened by this Trail Easement is the Property. The Trail Easement shall benefit Grantee as an easement in gross. The terms and conditions of this Trail Easement shall be binding upon and shall inure to the benefit of Grantor, Grantee, and their respective successors and assigns;
- (c) No person or organization except Grantor, Grantor's successors or assigns, and Grantee is intended to be a beneficiary of this Trail Easement. The foregoing shall not restrict the right of Grantee to permit the public and Grantee's permittees to use the Trail Easement;



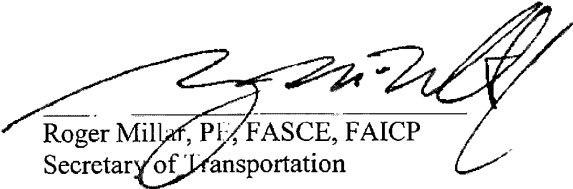
(d) Grantee shall not assign any of its rights or obligations under this Trail Easement without the prior written consent of Grantor, provided, however, that Grantee may permit the public to use the Trail Easement;

(e) All rights of Grantee herein may be terminated due to Grantee's unauthorized assignment of this Trail Easement or Grantee's use of the Easement Area for any purposes other than the Authorized Uses. Termination of this Trail Easement shall not prejudice Grantor's right to collect damages accrued theretofore or thereafter accruing, on account of Grantee's breach of any term of this Trail Easement or to enforce the indemnity provisions contained in Section 9. Any failure of Grantor to exercise the right to terminate this Trail Easement in case of default shall not constitute a waiver of Grantee's obligation to use the Trail Easement strictly in accordance with the terms set forth herein.

**Section 11. Authority For Conveyance of Trail Easement.** The Easement Area herein described is not required exclusively for state highway purposes and is conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this 13 day of October, 2023

STATE OF WASHINGTON,  
DEPARTMENT OF TRANSPORTATION -  
GRANTOR

  
\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM GRANTEE:

By: Lisa Marshall  
\_\_\_\_\_

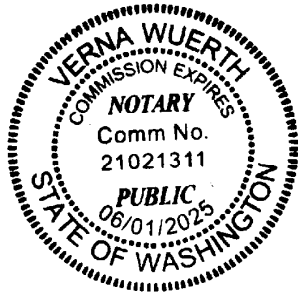
STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this 13<sup>th</sup> day of October, 2023, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



Verna Wuertth  
Notary (print name) Verna Wuertth  
Notary Public in and for the State of Washington,  
residing at Olympia  
My Appointment Expires 6/1/25

**EXHIBIT "A"**

**Grantor's Parcel:**

THAT PORTION OF LOTS 9, 10, 11 AND 12, BLOCK 6, ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SR 5, EAST 200TH STREET TO SWAMP CREEK, AND NORTHEASTERLY AND NORTHERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 9, FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 10 BEARS SOUTH 00°30'22" WEST, 586.12 FEET;  
THENCE SOUTH 43°42'55" EAST 526.72 FEET TO A POINT;  
THENCE SOUTH 60°06'38" EAST 291.86 FEET TO A POINT;  
THENCE SOUTH 88°25'33" EAST 80 FEET TO A POINT;  
THENCE SOUTH 88°09'11" EAST 134.82 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID SR 5 RIGHT-OF-WAY AND THE END OF THIS LINE DESCRIPTION;

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9;  
THENCE SOUTH 87°47'40" EAST A DISTANCE OF 612.00 FEET;  
THENCE SOUTH 0°30'22" WEST A DISTANCE OF 28 FEET;  
THENCE NORTH 87°47'40" WEST A DISTANCE OF 612.00 FEET;  
THENCE NORTH 0°30'22" EAST TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT "B"**

**Trail Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE WEST MARGIN OF SR5, AS SHOWN ON SHEET 6 OF 12 OF THE "E 200TH ST. TO SWAMP CREEK" RIGHT-OF-WAY PLANS THEREOF, APPROVED MARCH 28, 1961, SAID POINT BEING OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) PR 5+76.75 ON THE PR LINE SURVEY OF SAID "SR5, E 200TH ST. TO SWAMP CREEK" AND 540.11 FEET EASTERLY THEREFROM;  
THENCE ALONG SAID WEST MARGIN AND SOUTHWESTERLY TO A POINT OPPOSITE HES PR 5+90.39 ON SAID LINE SURVEY AND 536.94 FEET EASTERLY THEREFROM;  
THENCE LEAVING SAID WEST MARGIN AND WESTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 58.00 FEET AND AN ARC LENGTH OF 10.11 FEET, TO A POINT OPPOSITE HES PR 5+89.36 ON SAID PR LINE SURVEY AND 526.89 FEET EASTERLY THEREFROM;  
THENCE WESTERLY TO A POINT OPPOSITE HES PR 5+88.69 ON SAID LINE SURVEY AND 481.46 FEET EASTERLY THEREFROM;  
THENCE SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 23.04 FEET, TO A POINT OPPOSITE HES PR 6+02.94 ON SAID LINE SURVEY AND 466.25 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES PR 7+30.63 ON SAID LINE SURVEY AND 462.87 FEET EASTERLY THEREFROM;  
THENCE SOUTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 196.00 FEET AND AN ARC LENGTH OF 123.76 FEET, TO A POINT OPPOSITE HES PR 8+45.29 ON SAID LINE SURVEY AND 422.04 FEET EASTERLY THEREFROM;  
THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 126.00 FEET AND AN ARC LENGTH OF 22.63 FEET, TO A POINT OPPOSITE HES PR 8+61.86 ON SAID LINE SURVEY AND 406.67 FEET EASTERLY THEREFROM;  
THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES PR 10+22.53 ON SAID LINE SURVEY AND 254.97 FEET EASTERLY THEREFROM;  
THENCE SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 47.27 FEET, TO A POINT OPPOSITE HES PR 10+85.64 ON SAID LINE SURVEY AND 232.56 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES PR 12+05.13 ON SAID LINE SURVEY AND 218.22 FEET EASTERLY THEREFROM, SAID POINT BEING ALSO ON SAID WEST MARGIN OF SR5;

THENCE ALONG SAID WEST MARGIN, SOUTHWESTERLY TO A POINT OPPOSITE HES PR 12+23.30 ON SAID LINE SURVEY AND 202.10 FEET EASTERLY THEREFROM;

THENCE LEAVING SAID WEST MARGIN, NORTHERLY TO A POINT OPPOSITE HES PR 11+58.25 ON SAID LINE SURVEY AND 213.43 FEET EASTERLY THEREFROM;

THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 87.83 FEET, TO A POINT OPPOSITE HES PR 10+78.57 ON SAID LINE SURVEY AND 161.48 FEET EASTERLY THEREFROM;

THENCE WESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 276.34 FEET AND AN ARC LENGTH OF 28.33 FEET, TO A POINT OPPOSITE HES PR 10+79.99 ON SAID LINE SURVEY AND 133.19 FEET EASTERLY THEREFROM;

THENCE WESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.78 FEET AND AN ARC LENGTH OF 49.49 FEET, TO A POINT OPPOSITE HES PR 10+71.07 ON SAID LINE SURVEY AND 84.44 FEET EASTERLY THEREFROM;

THENCE NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 212.00 FEET AND AN ARC LENGTH OF 56.46 FEET, TO A POINT OPPOSITE HES PR

10+49.60 ON SAID LINE SURVEY AND 31.65 FEET EASTERLY THEREFROM;

THENCE WESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 80.00 FEET AND AN ARC LENGTH OF 31.60 FEET, TO A POINT OPPOSITE HES PR 10+41.08 ON SAID LINE SURVEY AND 1.38 FEET EASTERLY THEREFROM;

THENCE WESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 596.69 FEET AND AN ARC LENGTH OF 38.67 FEET, TO A POINT OPPOSITE HES PR 10+37.44 ON SAID LINE SURVEY AND 37.11 FEET WESTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES PR 10+39.47 ON SAID LINE SURVEY AND 37.36 FEET WESTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES PR 10+36.19 ON SAID LINE SURVEY AND 60.10 FEET WESTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES PR 10+22.49 ON SAID LINE SURVEY AND 157.48 FEET WESTERLY THEREFROM;

THENCE NORTHERLY TO A POINT OPPOSITE HES PR 10+20.76 ON SAID LINE SURVEY AND 157.16 FEET WESTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES PR 10+17.37 ON SAID LINE SURVEY AND 185.84 FEET WESTERLY THEREFROM;

THENCE NORTHWESTERLY, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 138.00 FEET AND AN ARC LENGTH OF 99.17 FEET, TO A POINT OPPOSITE HES PR 9+84.24 ON SAID LINE SURVEY AND 272.03 FEET WESTERLY THEREFROM;

THENCE NORTHWESTERLY TO A POINT OPPOSITE HES PR 6+81.07 ON SAID LINE SURVEY AND 595.93 FEET WESTERLY THEREFROM;

THENCE NORTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 33.61 FEET, TO A POINT OPPOSITE HES PR 6+67.21 ON SAID LINE SURVEY AND 625.86 FEET WESTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES 6+66.05 ON SAID LINE SURVEY AND 637.76 FEET WESTERLY THEREFROM, SAID POINT BEING ON THE EAST MARGIN OF 48TH AVENUE WEST AND LYING 30.00 FEET EAST, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE THEREOF;  
THENCE NORTHERLY ALONG SAID EAST MARGIN TO A POINT OPPOSITE HES PR 6+22.58 ON SAID LINE SURVEY AND 639.03 FEET WESTERLY THEREFROM;  
THENCE LEAVING SAID EAST MARGIN SOUTHEASTERLY TO A POINT OPPOSITE HES PR 9+33.46 ON SAID LINE SURVEY AND 318.30 FEET WESTERLY THEREFROM;  
THENCE NORTHEASTERLY TO A POINT OPPOSITE HES PR 9+29.87 ON SAID LINE SURVEY AND 314.82 FEET WESTERLY THEREFROM;  
THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES PR 9+40.31 ON SAID LINE SURVEY AND 304.05 FEET WESTERLY THEREFROM;  
THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES PR 9+43.90 ON SAID LINE SURVEY AND 307.52 FEET WESTERLY THEREFROM;  
THENCE SOUTHEASTERLY TO A POINT OPPOSITE HES PR 9+78.35 ON SAID LINE SURVEY AND 263.35 FEET WESTERLY THEREFROM;  
THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 126.00 FEET AND AN ARC LENGTH OF 90.55 FEET, TO A POINT OPPOSITE HES PR 10+08.10 ON SAID LINE SURVEY AND 184.20 FEET WESTERLY THEREFROM;  
THENCE EASTERLY TO A POINT OPPOSITE HES PR 10+23.33 ON SAID LINE SURVEY AND 57.79 FEET WESTERLY THEREFROM;  
THENCE EASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 516.00 FEET AND AN ARC LENGTH OF 60.16 FEET, TO A POINT OPPOSITE HES PR 10+29.06 ON SAID LINE SURVEY AND 2.03 FEET EASTERLY THEREFROM;  
THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 92.00 FEET AND AN ARC LENGTH OF 36.34 FEET, TO A POINT OPPOSITE HES PR 10+38.27 ON SAID LINE SURVEY AND 37.01 FEET EASTERLY THEREFROM;  
THENCE EASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET AND AN ARC LENGTH OF 47.72 FEET, TO A POINT OPPOSITE HES PR 10+56.17 ON SAID LINE SURVEY AND 81.76 FEET EASTERLY THEREFROM;  
THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 162.61 AND AN ARC LENGTH OF 134.03 FEET, TO A POINT OPPOSITE HES PR 10+23.98 ON SAID LINE SURVEY AND 209.63 FEET EASTERLY THEREFROM;  
THENCE NORTHEASTERLY TO A POINT OPPOSITE HES PR 8+42.54 ON SAID LINE SURVEY AND 389.27 FEET EASTERLY THEREFROM;  
THENCE NORTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS 100.00 FEET AND AN ARC LENGTH OF 17.96 FEET, TO A POINT OPPOSITE HES PR 8+29.39 ON SAID LINE SURVEY AND 401.46 FEET EASTERLY THEREFROM;  
THENCE NORTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET AND AN ARC LENGTH OF 107.34 FEET, TO A POINT OPPOSITE HES PR 7+29.94 ON SAID LINE SURVEY AND 436.88 FEET EASTERLY THEREFROM;

THENCE NORTHERLY TO A POINT OPPOSITE 6+01.24 ON SAID LINE SURVEY AND 440.29 FEET EASTERLY THEREFROM;  
THENCE NORTHERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS 80.00 FEET AND AN ARC LENGTH OF 28.75 FEET, TO A POINT OPPOSITE HES PR 5+72.98 ON SAID LINE SURVEY AND 435.92 FEET EASTERLY THEREFROM;  
THENCE EASTERLY TO A POINT OPPOSITE 5+64.49 ON SAID LINE SURVEY AND 460.50 FEET EASTERLY THEREFROM;  
THENCE SOUTHEASTERLY, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND AN ARC LENGTH OF 18.35 FEET, TO A POINT OPPOSITE HES PR 5+74.58 ON SAID LINE SURVEY AND 474.45 FEET EASTERLY THEREFROM;  
THENCE EASTERLY TO A POINT OPPOSITE 5+75.36 ON SAID LINE SURVEY AND 527.09 FEET EASTERLY THEREFROM;  
THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 72.00 FEET AND AN ARC LENGTH OF 13.10 FEET, TO A POINT ON THE WEST MARGIN OF SR5 AND THE **POINT OF BEGINNING**.

CONTAINING 31,187 SQUARE FEET, MORE OR LESS.

**AFTER RECORDING RETURN TO:**  
**Public Utility District No. 1 of Snohomish County**  
**Attn: Real Estate Services - 04**  
**P.O. Box 1107**  
**Everett, WA 98206**

**NO EXCISE TAX  
 REQUIRED**

**DEC 29 2004**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200412290009 2 PGS  
 12-29-2004 09:11am \$20.00  
 SNOHOMISH COUNTY, WASHINGTON



1180 (Rev 3/92)

**DISTRIBUTION EASEMENT**  
**Underground and/or Overhead**

E- 46593  
 NE 21(27-4)  
 (337557-01)

THIS INDENTURE made this 24<sup>th</sup> day of NOVEMBER 2004, between  
Levitz Center Associates, a joint venture  
 hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY, and Verizon  
Northwest Inc, hereinafter referred to as Grantee, and \_\_\_\_\_,  
 hereinafter referred to as Mortgagee, WITNESSETH

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

**That portion of Lot 13, Block 6, Alderwood Manor, according to the plat thereof, recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington, described as follows:**

**Beginning at the Southwest corner of said Lot 13; thence South 87°47'40" East along the South line of Said Lot 13, a distance of 410 01 feet to the True Point of Beginning of this description, thence continuing South 87°47'40" East along the South line of said Lot 13, a distance of 140.40 feet to an intersection with the westerly margin of Primary State Highway No. 1-E as conveyed to the State of Washington by deed recorded under Auditor's File No. 1480106 records of Snohomish County, Washington; thence North 15°14'11" East along said westerly margin a distance of 126.32 feet; thence North 89°29'38" West a distance of 172.46 feet; thence South 0°30'22" West a distance of 118 00 feet to the True Point of Beginning.**

**Tax Parcel No 00 3726 006 013 02**

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 Easterly 10 feet of the above-described property.**

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

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

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



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

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

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

*Please sign and have notarized below*

Levitz Center Associates

By Patrick Echelbarger General Partner

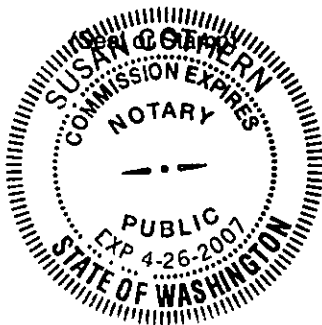
(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington  
County of Snohomish

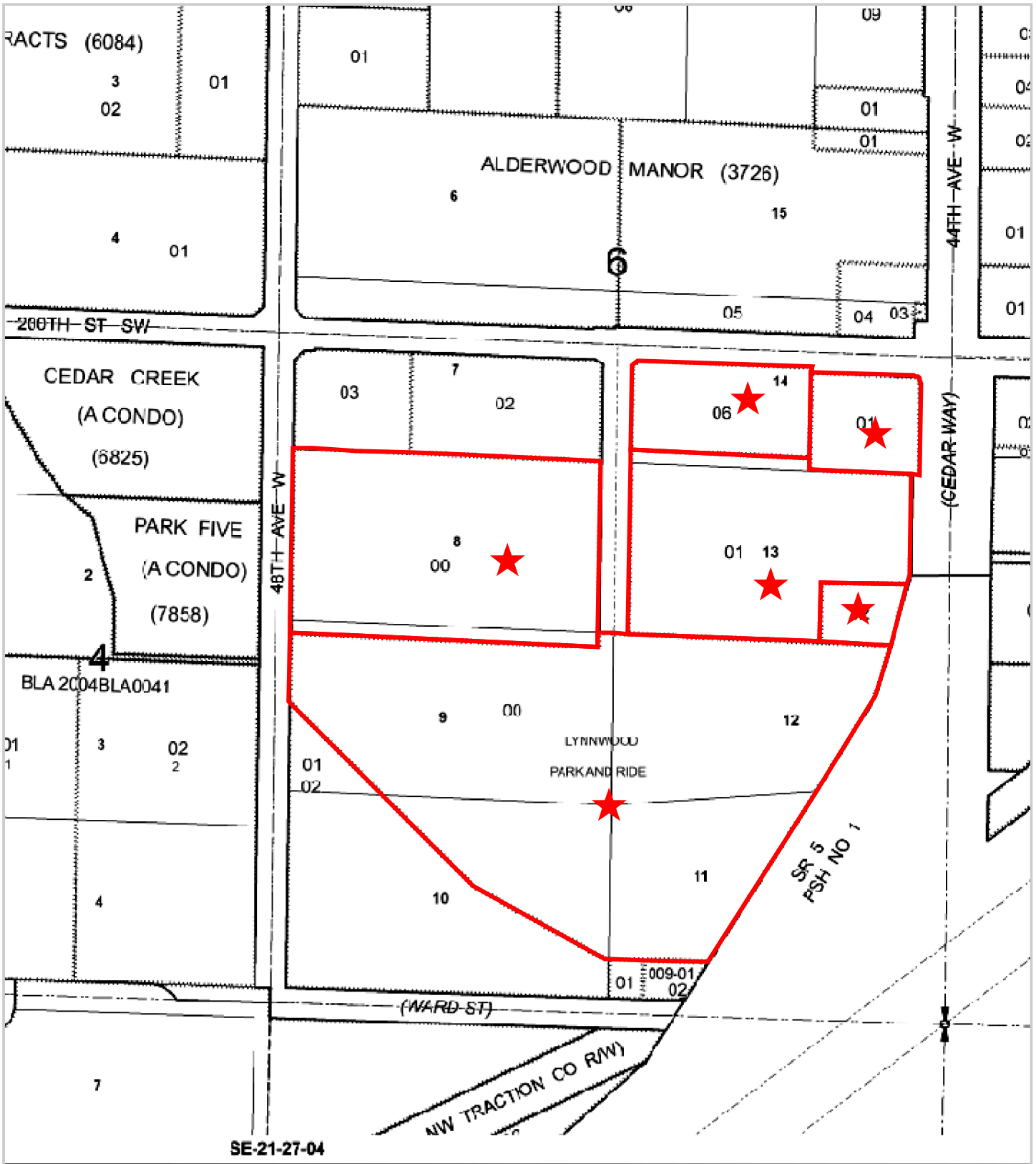
I certify that I know or have satisfactory evidence that Patrick T Echelbarger and \_\_\_\_\_ signed this instrument, on oath stated that ~~(he she, they)~~ (was were) authorized to execute the instrument and acknowledged it as the General Partner  
Officer, Trustee, President, etc  
and \_\_\_\_\_ of Levitz Center Associates to be  
(Name of party on behalf of who instrument was executed)

the free and voluntary act for the uses and purposes mentioned in the instrument

Dated November 24, 2004  
Signature of Susan Cochran  
Notary Public  
Title Notary Public  
My appointment expires 4-26-2007



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



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