

**SUBDIVISION**

Issued By:



Guarantee/Certificate Number:

**232911-SC  
Amendment : Third  
Guarantee**

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

**GUARANTEES**

MainVue Homes

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

**CHICAGO TITLE INSURANCE COMPANY**

ISSUING OFFICE:
Title Officer: Team Zeke Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Main Phone: (206)628-5610 Email: TeamZeke@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.88

Effective Date: March 25, 2024 at 12:00 AM

The assurances referred to on the face page are:

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

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

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

Mainvue WA LLC, a Delaware limited liability company

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

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

PARCEL A:

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;  
EXCEPT THE WEST 30 FEET FOR COUNTY ROAD, BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 978587 AND 2365388, IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

**SCHEDULE B**

## GENERAL EXCEPTIONS

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

## SPECIAL EXCEPTIONS

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

Purpose: Water pipeline  
Recording Date: December 3, 1964  
[Recording No.:](#) [1743768](#)  
Affects: As described therein

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Snohomish County Short Plat No. 210 (9-74):

[Recording No.:](#) [7601260226](#)

3. 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/or distribution line  
Recording Date: December 23, 1977  
[Recording No.:](#) [7712230151](#)  
Affects: As described therein

Amendment of Easement and Confirmation Agreement:

Executed by: Mainvue WA, LLC and Public utility District No. 1 of Snohomish County  
Recording Date: January 16, 2024  
[Recording No.:](#) [202401160293](#)

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

Purpose: Ingress and egress  
Recording Date: September 17, 2003  
[Recording No.:](#) [200309171333](#)  
Affects: As described therein

5. Reimbursement Agreement for Street and/or Utility Improvements including the terms, covenants and provisions thereof:

Recording Date: June 14, 2011  
[Recording No.:](#) [201106140107](#)

**SCHEDULE B**  
(continued)

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

Year: 2024  
Tax Account No.: 280636-001-003-00  
Levy Code: 00540  
Assessed Value-Land: \$315,000.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$2,105.81  
Paid: \$0.00  
Unpaid: \$2,105.81  
Affects: Parcel A

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

Year: 2024  
Tax Account No.: 280636-001-001-00  
Levy Code: 00540  
Assessed Value-Land: \$210,000.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,391.54  
Paid: \$0.00  
Unpaid: \$1,391.54  
Affects: Parcel B

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

Year: 2024  
Tax Account No.: 280636-001-006-00  
Levy Code: 00530  
Assessed Value-Land: \$275,000.00  
Assessed Value-Improvements: \$217,600.00

General and Special Taxes:

Billed: \$3,989.55  
Paid: \$0.00  
Unpaid: \$3,989.55  
Affects: Parcel C

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

10. 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)

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

Granted to: Puget Sound Energy, Inc.  
Purpose: Utility systems  
Recording Date: September 21, 2023  
[Recording No.:](#) [202309210003](#)

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: Distribution Easement  
Recording Date: March 5, 2024  
[Recording No.:](#) [202403050186](#)

END OF EXCEPTIONS

Note 1: The Public Records indicate that the address of the improvement located on said Land is as follows:

13325 191st Ave SE  
Monroe, WA 98272

Note 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. 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**



202209010279

DEEDS (EXCEPT QCDS)

Rec: \$206.50

9/1/2022 2:01 PM 1 of 4

SNOHOMISH COUNTY, WA

Electronically Recorded

When Recorded Return to:

Ryan White  
Cairncross & Hempelmann, P.S.  
524 Second Avenue, Suite 500  
Seattle, WA 98104-2323

Thank you for your payment.  
E192471 \$16,905.00  
AMANDA D. 09/01/2022

CTI214618-SC

**STATUTORY WARRANTY DEED**

**Reference Number(s) of Documents assigned or released:** None.

**Grantors:** Clayton L. Mattern and Gina M. Mattern, also appearing of record as Jean Marie Mattern, husband and wife

**Grantee:** MainVue WA LLC, a Delaware limited liability company

**Abbreviated**

**Legal:** PTN NE QTR NE QTR, SEC 36 TWP 28N, RGE 6E, W.M.

Situate in the County of Snohomish, State of Washington.

*Full Legal Description attached hereto as Exhibit A.*

**Tax Parcel Nos.:** 28063600100100; 28063600100300; 28063600100600

The undersigned grantor, Clayton L. Mattern and Gina M. Mattern, also appearing of record as Jean Marie Mattern, husband and wife (together, the "Grantor"), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys and warrants to MainVue WA LLC, a Delaware limited liability company ("Grantee"), all of that certain real property located in Snohomish County, State of Washington, legally described on Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, structures, fixtures and improvements thereon, if any, subject to those matters described on Exhibit B attached hereto and incorporated herein by this reference.

*[Remainder of page left blank. Signature and Acknowledgement page follows.]*

{04618056.DOCX:1}

Signature page to Statutory Warranty Deed

This Statutory Warranty Deed is executed as of the 30 day of August, 2022.

GRANTOR:

Clayton L. Mattern  
Clayton L. Mattern

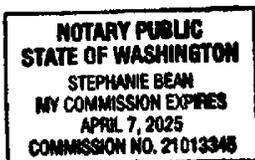
Gina M. Mattern  
Gina M. Mattern

STATE OF WASHINGTON )  
COUNTY OF Snohomish ) ss.

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

GIVEN under my hand and official seal this 30<sup>th</sup> day of August, 2022.

Stephanie Bean  
Stephanie Bean



(Print name of notary)  
NOTARY PUBLIC in and for the State of  
Washington, residing at Snohomish  
My commission expires 04/07/2025

{04618056.DOCX.1 }

**EXHIBIT A**

**Legal Description**

**PARCEL A:**

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY,  
WASHINGTON.

**PARCEL B:**

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;  
EXCEPT THE WEST 30 FEET FOR COUNTY ROAD, BY DEEDS RECORDED UNDER  
AUDITOR'S FILE NUMBER 978587 AND 2365388, IN SECTION 36, TOWNSHIP 28 NORTH,  
RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

**PARCEL C:**

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY,  
WASHINGTON.

{04618056.DOCX;1 }

**EXHIBIT B**

**Permitted Encumbrances**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Purpose: Water pipeline  
Recording Date: December 3, 1964  
Recording No.: 1743768  
Affects: As described therein
  
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Snohomish County Short Plat No. 210 (9-74):  
  
Recording No: 7601260226
  
3. 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/or distribution line  
Recording Date: December 23, 1977  
Recording No.: 7712230151  
Affects: As described therein
  
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
Purpose: Ingress and egress  
Recording Date: September 17, 2003  
Recording No.: 200309171333  
Affects: As described therein
  
5. Reimbursement Agreement for Street and/or Utility Improvements including the terms, covenants and provisions thereof:  
Recording Date: June 14, 2011  
Recording No.: 201106140107

{04618056.DOCX;1 }

NO SALES TAX  
REQUIRED  
DEC 3 - 1964

MIN. STATE DEPT. OF REVENUE  
BY *[Signature]*  
Deputy

70 C/B  
26 B

1773768

EASEMENT

THIS INDENTURE, made and entered into this 30 day of November, 1964, by and between FRANCES M. CAMPBELL, a widow, hereinafter referred to as Grantor, and MARGARET M. BARBER, a widow, hereinafter referred to as Grantee, WITNESSETH:

WHEREAS, the Grantor and the Grantee are each owners of certain property adjacent to and abutting each other, the Grantor's being described as follows:

The East half of the South Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter, Section 36, Township 28 North, Range 6 E.W.M., Snohomish County, Washington.

and the land of the Grantee being described as follows:

The West half of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter, Section 36, Township 28 North, Range 6 E.W.M., Snohomish County, Washington.

WHEREAS, the Grantee desires a certain easement for water purposes for the furnishing of water to the Grantee across the lands of the Grantor, now, therefore,

IN CONSIDERATION of love and affection between the parties hereto, who are sisters, the Grantor hereby grants, bargains, sells and conveys to the Grantee, her heirs, personal representatives, successors and assigns, forever, full and free right and authority to use and maintain the presently existing well in the north central portion of the Grantor's property above described, thence in a northwesterly direction therefrom along existing pipeline from said well to the above described property of the Grantee, together with the right and authority to go upon the said lands of the Grantor for said purposes, including maintenance, reconstruction and repair of the said well and pipeline, PROVIDED that any disturbance of or damage to the property of the Grantor by reason of the exercise of any of said easements rights shall be restored to its original condition insofar as possible and any and all damages occasioned to the Grantor by

RECORDED IN 871 PAGE 639

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



6.42

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS

7601260226

Know all men by these presents:

That we, the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number SP 210 (A. 74) on the 26<sup>th</sup> day of JANUARY, 1974, by the Planning Department of Snohomish County, subject to the following covenants and conditions:

- 1) That the land described by this declaration may not be further subdivided in any manner exceeding a total of four (4) parcels by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Ch. 58.17 RCW, and the resolutions of Snohomish County, and subject to the penalties attendant thereto.
- 2) That all subsequent deeds will contain provisions for private roads in the manner described herein.
- 3) That all maintenance of any private road described by this declaration shall be by the owners of the parcels having legal access therefrom or their heirs, assigns, or successors, unless and until such roads are improved to Snohomish County standards, and dedicated to and accepted by Snohomish County.
- 4) That any private road will be subject to a utilities easement in favor of the grantor or his successor and of any electric, telephone, television cable, gas, water, or sewer company, public or private, or their permittees or assigns to install, construct, operate, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes.
- 5) That with respect to any private road described by this declaration whether it remains private or becomes a dedicated county road, there is the additional right to make all necessary slopes for cuts and fills; and the right to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvement for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road rights-of-way or to hamper proper road drainage.
- 6) That the legal description and the illustrative map attached hereto of this short subdivision (are) (are not) based upon accurate surveys.
- 7) That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein.
- 8) That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, and his heirs, successors and assigns enforceable only by such persons, are attached hereto as exhibits and incorporated by reference as though fully set out herein.

Co Planning

OFFICIAL RECORDS  
 RECORDED  
 1976 JAN 26 PM 5 00  
 HENRY B. WHALEN, AUDITOR  
 SNOHOMISH COUNTY, WASH.  
*Dorothy Danilchikov*

6.60

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 SEP 6 1974  
 CO. PLANNING OFFICE

JAN 26 1976

7601260226

S OFFICIAL RECORDS VOL 938 PAGE 332

That, but for the exception contained in paragraph (8) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the county and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation

Dated this 5th day of September, 1974.

Larry B. Crosby  
(Grantor)

Bruce Mossford Barber  
(Grantor)

Sandra K. Crosby  
(Grantor)

Ann Marie Barber  
(Grantor)

Margaret Mossford Barber  
(Grantor)

Steven Ray Barber  
(Grantor)

Gary B. Barber  
(Grantor)

Joe R. Anderson, Jr.  
(Grantor)

Gary Bruce Barber  
(Grantor)

Muriel G. Anderson  
(Grantor)

Larry B. Crosby, Sandra K. Crosby, Margaret Mossford Barber, Gary B. Barber, Gary Bruce Barber, Bruce Mossford Barber, Ann Marie Barber and Steven Ray Barber

State of Washington )  
County of Snohomish ) ss.

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

Given under my hand and official seal this 5th day of September  
1974.

How B. Clough  
NOTARY PUBLIC in and for the state  
of Washington, residing in Monroe.



STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SA.

On this day personally appeared before me JOE R. ANDERSON &  
MURIEL G. ANDERSON, his wife, 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 & OFFICIAL SEAL this 7th day of January, 1976.

How B. Clough  
NOTARY PUBLIC in and for the State  
of Washington, residing at Monroe.



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CO. PLANNING OFFICE

SP210(74)  
OFFICIAL RECORDS  
VOL. 938 PAGE 333

JAN 26 1976

7601260226

SP 210 (9-74)

(3)

FILE NUMBER

SP 210 (9-74)

SHORT SUBDIVISION APPLICATION  
Snohomish County Planning Department  
Snohomish County Court House  
Everett, Washington 98201  
Phone: 259-9311

(Home) 794-8903

PHONE: (Business) 794-8040

NAME: Bruce Mossford Barber

ADDRESS: 17709 - 157th, Monroe, WA 98272

Sec. 36 Twp. 29N Range 6 E.W.M. Zoning of Property rural use

Source of Water Supply well

Name of Water District, if any \_\_\_\_\_

Method of Sewage Disposal septic tank and drainfield

NOTE: Health District signature does not indicate suitability of these lots for septic systems. This review applies only to the plat as a whole, and that sewage disposal requirements for each lot shall be subject to soil analysis as determined by tests performed on individual lots.

Name of Sewer District, if any \_\_\_\_\_

To be signed by the applicant:

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

(1) Name Bruce Mossford Barber Phone: 794-8903

Address 17709 - 157th, Monroe, WA 98272

(2) Name \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_

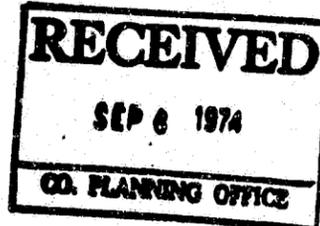
Bruce Mossford Barber  
(Signature of Applicant)

October 6, 1970  
(Date Property Acquired)

VICINITY MAP

(Please provide sufficient detail to allow field inspector to locate the site)

(See Exhibit "A" attached)



JAN 26 1976

7601260226

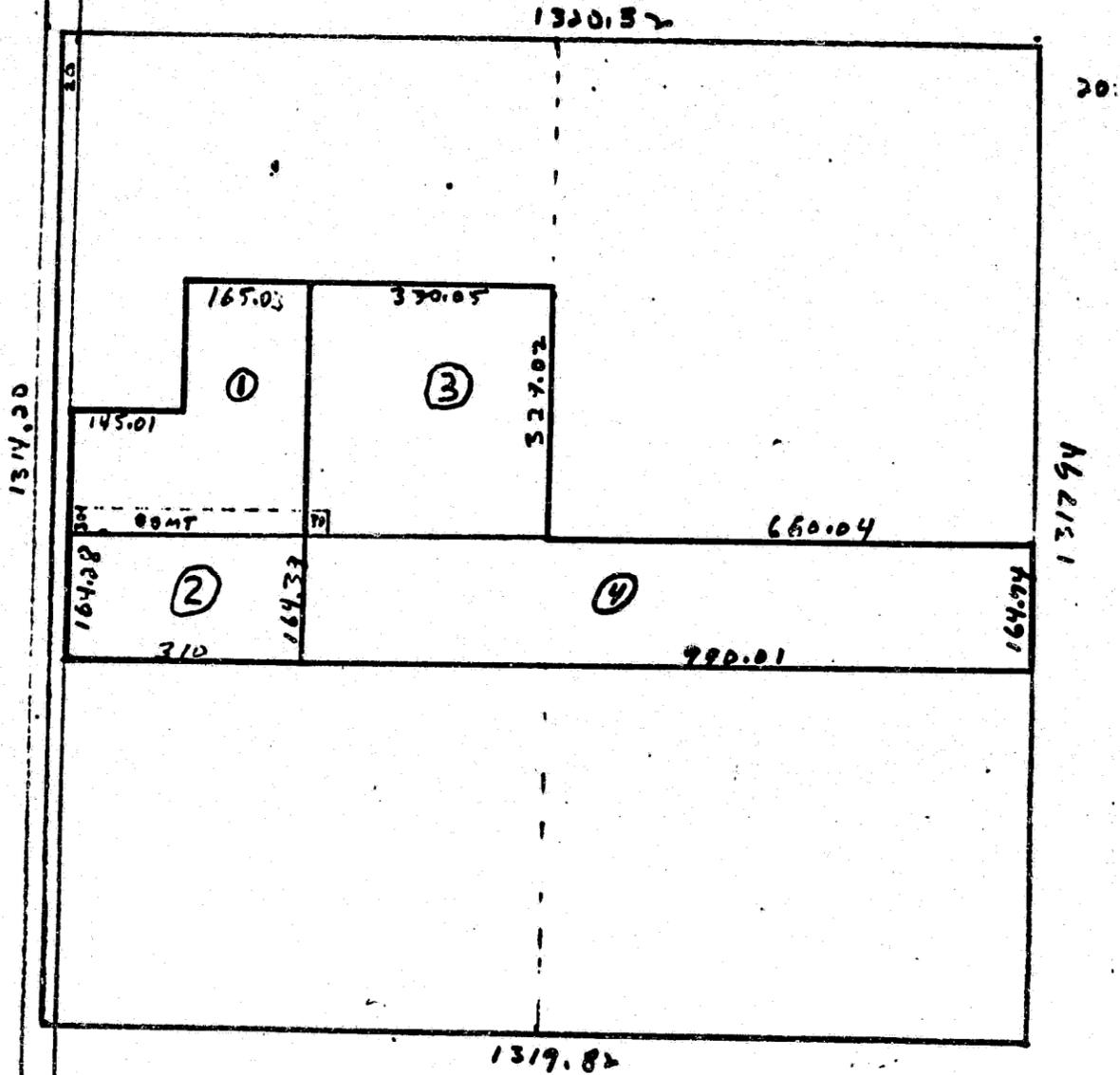
OFFICIAL RECORDS  
VOL. 938 PAGE 334

(4)  
FILE NUMBER SP 210 (9-74)

SHORT PLAT MAP

(A separate sheet may be used for the map, provided it is no larger than 8 1/2" x 14" in size and sufficient space is left vacant for inclusion of the certification appearing below.)

NE 1/4 NE 1/4 SEC 36 TWP 24 N R 6 E



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CO. PLANNING OFFICE

Do not write below this line

I hereby certify that this short subdivision complies with the conditions as set forth in the Snohomish County Short Subdivision Code, Title 20, and is approved this 26<sup>th</sup> day of JANUARY, 1976, subject to recording with the Auditor of Snohomish County and under the conditions set forth in the attached Declaration of Short Subdivision.

*James E. Dr. George SHERMAN Jr.*  
Director of Planning

JAN 26 1976

7601260220

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VOL. 938 PAGE 335

SP 210 (9-74)

FILE NUMBER SP. 210 (S 7) (5)

LEGAL DESCRIPTIONS

(A separate sheet may be used for the legal descriptions, provided they be no larger than 8 1/2" x 14" in size and provided the certification by the land surveyor or Title Company appears on each sheet.)

Describe entire contiguous ownership:

The South 1/2 of the NW 1/4 of the NE 1/4 of the NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; EXCEPT the NW 1/4 of the SW 1/4 of the NW 1/4 of the NE 1/4 of said Section; ALSO, the North 1/2 of the North 1/2 of the South 1/2 of the NE 1/4 of the NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; EXCEPT the West 20 feet of the NE 1/4 of the NE 1/4 of said Section 36 conveyed to Snohomish County, Washington for 191st Avenue; situate in the County of Snohomish, State of Washington.

Describe each lot and private road, if any: LOT 1: The SW 1/4 of the NW 1/4 of the NE 1/4 of NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; EXCEPT the NW 1/4 thereof and EXCEPT the West 20 feet of the SW 1/4 thereof conveyed to Snohomish County, Washington for 191st Avenue by deed recorded under Auditor's File No. 978587. Subject to easement for roadway and utility purposes over the South 30 feet thereof.

LOT 2: The North 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of the NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; EXCEPT the West 20 feet thereof conveyed to Snohomish County, Washington for 191st Avenue by deed recorded under Auditor's File No. 978589.

LOT 3: The SE 1/4 of the NW 1/4 of the NE 1/4 of the NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; TOGETHER WITH an easement for roadway and utility purposes over the South 30 feet of the SW 1/4 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 36; EXCEPT the West 20 feet thereof. Subject to an easement for roadway and utility purposes over the South 30 feet of the West 30 feet thereof.

LOT 4: The East 3/4 of the North 1/2 of the North 1/2 of the South 1/2 of the NE 1/4 of the NE 1/4 of Section 36, Township 28 N.R. 6 E.W.M.; TOGETHER WITH an easement for roadway and utility purposes over the South 30 feet of the West 30 feet of the SE 1/4 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 36; and over the South 30 feet of the SW 1/4 of the NW 1/4 of the NE 1/4 of the NE 1/4 of said Section 36; EXCEPT the West 20 feet thereof.

All situate in the County of Snohomish, State of Washington.

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SEP 6 1974  
CO. PLANNING OFFICE

CERTIFICATION OF SURVEYOR OR TITLE COMPANY

We certify that above "Entire Contiguous Ownership" comprises all the property contained in tract Nos. 1, 2, 3 and 4 and no other property.

JAN 26 1976

7601260226

TRANSAMERICA TITLE INSURANCE COMPANY

By:

*Clark Sabishiriz*

OFFICIAL RECORDS  
VOL 938 PG 336

EASEMENT FOR UNDERGROUND

E-10,059-  
36(28-6)

7712230151

THIS INDENTURE made this 12 day of December, 1977, between Joe R. Anderson and Muriel G. Anderson, 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:

The south half of the southwest quarter of the northwest quarter of the northeast quarter of the northeast quarter of Section 36, Township 28 North, Range 6 East, W.M.; EXCEPT the west 30 feet deeded for county road.

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 south 50 feet of the above described tract.

NO SALES TAX  
REQUIRED

DEC 23 1977

KIRKE SIEVERS, 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.

*[Signature]*  
*[Signature]*

DEC 23 1977

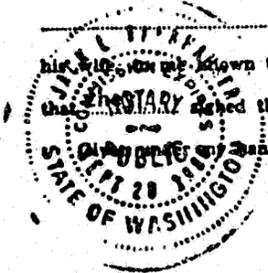
7712230151

VOL 1231 PAGE 727

STATE OF WASHINGTON,  
COUNTY OF SNOHOMISH } ss.

I, the undersigned, a Notary Public, do hereby certify that on this 12<sup>TH</sup> day of DECEMBER, 1977  
personally appeared before me Joe R. Anderson and Muriel G. Anderson

his wife, to me known to be the individual... 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.



Joe R. Anderson  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT SNOHOMISH

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 } ss.

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 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.

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

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

**EASEMENT**

FROM Joe R. Anderson, et ux

TO \_\_\_\_\_

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

VOL. OF \_\_\_\_\_  
PAGE \_\_\_\_\_  
REG. OF \_\_\_\_\_

977 OCT 23 AM 10 23

HENRY & SWAFFIN SYSTEMS  
SNOHOMISH COUNTY CLERK  
DEPUTY

*Muriel G. Anderson*

RECORDING DATA

RETURN TO

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

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

DEC 23 1977

7712230151

VOL 1231 PAGE 728

**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

JAN 16 2024



BRIAN SULLIVAN, Snohomish County Treasurer  
By BRIAN SULLIVAN *[Signature]*

### AMENDMENT OF EASEMENT AND CONFIRMATION AGREEMENT

REFERENCE #: 7712230151  
GRANTOR (Owner): MAINVUE WA, LLC  
GRANTEE (PUD): Public Utility District No. 1 of Snohomish County  
SHORT LEGAL: NE 36; 28N; 06E  
ASSESSOR'S PROPERTY TAX PARCEL: 28063600100100; 28063600100600

This Amendment of Easement and Confirmation Agreement ("Agreement" herein) is made and entered into this 28th of November 2023, by and between Mainvue WA, LLC ("Grantor"), and **Public Utility District No. 1 of Snohomish County**, a Washington municipal corporation ("PUD").

PUD is the holder of certain perpetual easement rights pursuant to those certain easements (the "Easement") from **JOE R. ANDERSON AND MURIEL ANDERSON**, dated **DECEMBER 12, 1977** and recorded under **SNOHOMISH** County Auditor File Number **7712230151**, in the Real Property Records of SNOHOMISH County, Washington. The Grantor herein is the present owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof which is a portion of the property encumbered by said easements. The Grantor herein and PUD wish to clarify certain matters regarding the above mentioned easements.

NOW, THEREFORE, for and in consideration of \$10.00 AND OTHER VALUABLE CONSIDERATION IN HAND PAID, the parties hereto confirm and agree as follows:

**Section 1. The Easement, as granted in 1977, as hereinafter amended, remains in full force and effect.**

**Section 2. The purpose of said easement is hereby amended to revise the legal description of the 1977 easement area as follows:**

**THE SOUTH 30 FEET OF THE ABOVE DESCRIBED REAL PROPERTY.**



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this 16<sup>th</sup> day of January, ~~2024~~<sup>2024</sup>, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Maureen Barnes, to me known to be the person who signed as Manager, Real Estate Services, of **Public Utility District No. 1 of Snohomish County, a Washington municipal corporation** that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of Public Utility District No. 1 of Snohomish County for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instruction on behalf of said Public Utility District No. 1 of Snohomish County.

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

Dated: 01/16/2024  
Signature: [Handwritten Signature]  
Notary Public  
Commission expires: 08/01/2026

NOTARY PUBLIC  
STATE OF WASHINGTON  
JACQUELINE M. ENGSTROM  
License Number 23035174  
My Commission Expires 08-01-2026

**EXHIBIT "A"**

**The South half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 36, Twp. 28 North, Range 06 East, W.M., except the West 30 feet deeded for County Road.**

**NO EXCISE TAX  
REQUIRED**

SEP 17 2003

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

After Recording Return To:

Daniel K. Roupe  
13405 191<sup>st</sup> Avenue SE  
Monroe, WA 98272200309171333 3 PGS  
09-17-2003 02:26pm \$21.00  
SNOHOMISH COUNTY, WASHINGTON**ACCESS EASEMENT**

For and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, Clayton L. and Gina M. Mattern, husband and wife, being owners of the servient estate hereafter described, hereby convey unto the Grantee, Daniel K. and Janet M. Roupe, husband and wife, their successors and assigns, a nonexclusive easement for ingress and egress upon the following described property of said Grantor:

A nonexclusive easement for ingress and egress, under and through the following described land:

The West 30 feet of the South 30 feet of the following described parcel:

The North half of the East half of the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 36, Township 28 North, Range 6 East, W.M.

Together with:

The West half of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter;  
Except the West 30 feet for county road, by deeds recorded under Auditor's File Numbers 978587 and 2365388, in Section 36, Township 28 North, Range 6 East, W.M.

Also together with:

The East half of the South half of the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 36, Township 28 North, Range 6 East, W.M..

Situate in the County of Snohomish, State of Washington.

Also known as Lot 1, Snohomish County Short Plat No. SP210(9-74), Recorded under No. 7601260226, Records of Snohomish County, Washington.

Tax Parcels: 3628-061-001-00-07; 3628-061-003-00-05; and  
3628-061-006-00-02

Said easement is appurtenant to the following described property owned by Grantee, and shall be construed as a covenant running with and for the benefit of said property:

The North half of the Northwest quarter of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 36, Township 28 North, Range 6 East, W.M., EXCEPT County Road.



**LEGAL DESCRIPTIONS**

Lot 1 of Snohomish County Short Plat No. SP210(9-74), Recorded under number 7601260226, Records of Snohomish County, Washington.

Parcel No's. 3628-061-001-00-07, 3628-061-003-00-05, & 3628-061-006-00-02.

AND

Lot 2 of Snohomish County Short Plat No. SP210(9-74), Recorded under number 7601260226, records of Snohomish County, Washington.

Parcel No. 3628-061-008-00-00.

Return Name & Address

Woods Creek Highlands / Darrell Paxman  
21423 NE 14th St.  
Sammamish, WA. 98074



201106140107 32 PGS  
06/14/2011 10:02am \$93.00  
SNOHOMISH COUNTY, WASHINGTON

Document Title(s)

Reimbursement Agreement For Street  
and/or Utility Improvements

Reference Number(s) of Related Document(s)

\_\_\_\_\_

Additional Reference #'s on Page \_\_\_\_\_

Grantor(s)

City of Monroe

Additional Grantors on Page \_\_\_\_\_

Grantee(s)

Woods Creek Highlands, LLC

Additional Grantees on Page \_\_\_\_\_

Legal Description (abbreviated form: ie Lot/Block/Plat or Section/Township/Range)

Reimbursement Agreement between City of Monroe and Woods Creek Highlands, LLC

Complete Legal on Page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

\_\_\_\_\_

Additional Parcel #'s on Page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

**REIMBURSEMENT AGREEMENT FOR STREET  
AND/OR UTILITY IMPROVEMENTS**

THIS AGREEMENT is made and entered into between the City of Monroe, hereinafter "the City", and Woods Creek Highlands, LLC, hereinafter "Owners".

WHEREAS, the City of Monroe is a Washington Municipal Corporation, and as such has the power, pursuant to RCW Chapters 35.72 and 35.91 and Monroe Municipal Code Chapter 13.20, to contract with Owners of real estate for the construction of street and utility improvements and to provide for partial reimbursement of the costs of such construction, and

WHEREAS, the Owners are developing said real estate and are constructing or have constructed street and/or utility improvements to serve that real estate and the public, and

WHEREAS, said facilities will benefit other properties and relieve the developers of those properties from the burden of construction of similar facilities, and Owners should therefore receive reimbursement from the owners of such other properties of a fair share portion of cost of construction of the facilities, and

WHEREAS, the requirements of Monroe Municipal Code Chapter 13.20 have been complied with, now, therefore,

IN CONSIDERATION OF THE MUTUAL BENEFITS and conditions hereinafter contained, the parties hereto agree as follows:

1. CONSTRUCTION OF PUBLIC IMPROVEMENTS. Owners agree to construct and install, or have constructed and installed, at Owners' expense the utility and/or street improvements described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, hereinafter the "Improvements" or "Facilities". Construction shall be done according to applicable City standards and according to plans approved by the City. All costs for engineering, design, construction and inspection of said facilities, whether incurred by the City or by the Owners, shall be paid by the Owners.

2. DEDICATION OF IMPROVEMENTS FOR PUBLIC USE/EASEMENT. Upon completion of the improvements and acceptance by the City, or prior to the execution of this Agreement, whichever is later, Owners agree to grant such facilities and the real property wherein they lie to the City for use by the public. Owners warrant that they have good title and the right to convey said improvements and lands to the City and shall transfer title free and clear of all encumbrances by statutory warranty deed or other instrument acceptable to the City and bill of sale. Owners shall guarantee the workmanship and material in the improvements for a period of two years after date of acceptance by the City through provision of a bond, cash deposit or other security acceptable to the City and approved by the City Attorney. Owner shall further warrant that there are no persons, firms, or corporations who have filed or have the right to file a lien against the improvements or real property which remain unsatisfied at the time of transfer. In the event any lien or other claim is asserted against the improvements or real property after

In the event any lien or other claim is asserted against the improvements or real property after conveyance, then Owners shall indemnify, defend and hold harmless the City from loss on account thereof, and in the event the City shall incur any expense in defense or resolution of such claim, then the City shall have a lien against any funds then or thereafter deposited pursuant to this Agreement for the satisfaction of such expense. Owners further agree that, if determined necessary by the City Engineer, they shall also grant to the City a permanent utility easement for the maintenance, replacement and repair of such facilities, the location and extent of which shall be determined by the City Engineer.

3. AS BUILT PLANS. Owner agrees to provide to the City, at Owners' expense, a complete set of as built plans for the facilities. Provision of said plans shall be a prerequisite to City acceptance and approval of the facilities.

4. BENEFITED AREA AND ASSESSMENTS. Owners and City agree that the facilities described herein will directly benefit certain property not owned by Owners which is legally described on Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full, by enabling or facilitating development thereof. Pursuant to Chapters 35.72 and/or 35.91 RCW, the City agrees to assess a share of the costs of constructing said facilities against those owners of real estate located in the area described on Exhibit B who did not contribute to the original cost of the facilities constructed by the Owners under this Agreement, as follows:

(1) In the case of a sewer and/or water facility, those Owners who tap into and/or connect to said facility after this Agreement is recorded in the Snohomish County Auditor's office as required by Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement;

(2) In the case of a street improvement, those Owners who apply for a building permit after this Agreement is recorded in the Snohomish County Auditor's office as required in Section 13.20.080 of the Monroe Municipal Code and during the term of this Agreement for construction which, had it not been for construction of the facilities provided for in this Agreement, would not have been permitted without construction of similar facilities. The share for each parcel of real estate contained within the area described on Exhibit B shall be as specified in, or calculated pursuant to the method set forth on, Exhibit C, which is attached hereto and incorporated herein by this reference as if set forth in full.

5. COSTS OF IMPROVEMENT. An itemized estimate of the costs of the improvements or a statement of the actual, final construction costs, which has been approved by the City Engineer is attached hereto as Exhibit D. Owners shall provide to the City Engineer documentation of the actual total costs of construction no later than thirty (30) days after completion of the improvements. In the event that the actual costs are less than the estimated costs by 10% or more, assessments shall be recalculated by the City Engineer using the actual cost figures and an amended schedule of assessments shall be recorded by the City Engineer. Owners agree that, due to public notice and hearing requirements, actual construction costs in excess of the estimated construction costs approved by the City Engineer shall not result in recalculation of the assessments.

6. REIMBURSEMENT TO OWNERS/ADMINISTRATIVE FEE. During the life of this Agreement, the City shall assess and use reasonable efforts to collect such fees as are provided for herein, and upon receipt of such fees shall deduct 5% for the City's costs of administration and remit the remainder to Owners within sixty (60) days after receipt of the reimbursement funds. Owners agree that the City shall not be liable for failing to collect any reimbursement payment called for by the terms of this Agreement and shall not be obligated to make any payment to Owners until the reimbursement fee has actually been received by the City. Owners agree to keep the City advised of Owners' current address, and agree that if the City is unable to make any reimbursement payment to Owners by forwarding the same to the last address on file with the City that, upon the expiration of 180 days from the receipt of such funds they may be returned to the party which paid them to the City and all further obligation of such party to pay reimbursement fees shall cease. The City shall not be responsible for locating any beneficiary or survivor entitled to benefits by or through this Agreement.

7. LOCAL IMPROVEMENT DISTRICT. If this Agreement provides for construction of sewer or water facilities, the City agrees that, during the term of this Agreement, if a Local Improvement District or Utility Local Improvement District is established to construct sewer or water improvements which will be connected into or will make use of the facilities constructed under the provisions of this Agreement and which includes real estate whose owners did not contribute to the Owners' cost of constructing the facilities constructed under this Agreement, the City will include, in the cost of construction of the improvements financed by the Local Improvement District or Utility Local Improvement District and in the assessments on noncontributing property, a fair pro rata share of the cost of the facilities constructed by Owners.

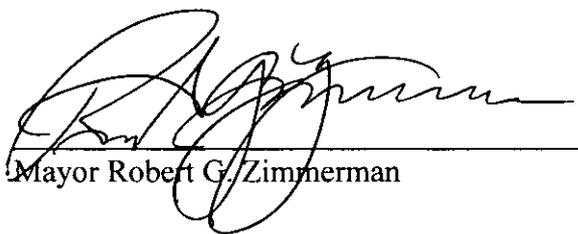
8. TERM OF AGREEMENT. The Latecomer fees provided for in this Agreement shall be due and collected until JUNE 5, 2022 (insert date), which is not more than twenty (20) years from final acceptance of the improvements by the City. If the improvements are not yet completed, the Latecomer fees shall be due and collected for a period of twenty (20) years from the date of final acceptance by the City. Upon the expiration of said period this Agreement shall terminate and no obligation to pay Latecomers fees shall thereafter arise by virtue of this Agreement.

9. INDEMNIFICATION. Owners agree to indemnify and hold the City harmless from any liability for damages of any kind or nature whatsoever arising out of claims filed against the City as the result of any action taken pursuant to this Agreement, and shall defend the City whenever the City is named in a lawsuit in which this Agreement is at issue and pay all costs of such defense, including but not limited to, attorney's fees and expert witness fees. At the City's option, the City may elect to be defended in any such litigation by the City Attorney's office, and in such event Owners agree to reimburse the City for all costs of such defense, including attorney's fees and expert witness fees.

10. RECORDING. This Agreement shall be recorded with the Snohomish County Auditor within thirty (30) days of the date hereof as required by RCW Chapter 35.72 and/or 35.91. Responsibility for recording and for payment of the costs thereof shall rest with the Owners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this  
13<sup>th</sup> day of June, 2011.

CITY OF MONROE:

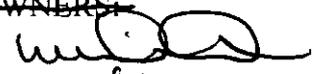
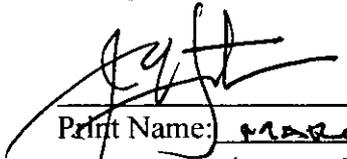
  
\_\_\_\_\_  
Mayor Robert G. Zimmerman

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Deputy City Clerk Eadye Martinson

MANAGING MEMBERS

OWNERS:

  
  
\_\_\_\_\_  
Print Name: MARC D. WILSON  
JAMES W. HOUSTON  
\_\_\_\_\_  
Title (if signing for corporation)

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title (if signing for corporation)

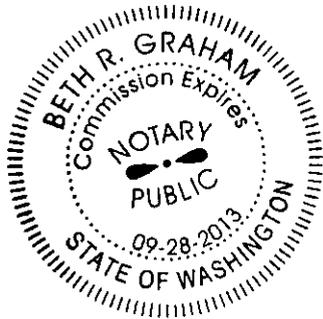
ACKNOWLEDGEMENT IF OWNER IS A CORPORATION ~~LLC~~

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

Jim Hunter

I certify that I know or have satisfactory evidence that MARC WILSON are the person who appeared before me, and said persons acknowledged that they were authorized to execute the instrument and acknowledged it as MANAGING MEMBERS of WOODS CREEK HIGHWOODS, LLC to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: MAY 25, 2011.



(Signature)

BETH R. GRAHAM

(Print Name)

NOTARY PUBLIC

Residing at BOTHELL, WA

My commission expires: 9-28-2013

- Attachments: Ex. A - Description of Improvements  
Ex. B - Benefited Area  
Ex. C - Assessments or Method of Calculating Assessments  
Ex. D - Estimated Costs of Improvements

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

The Owners have designed and installed 3,676 feet of off-site sanitary sewer main from an existing sanitary sewer main in Old Owen Road to Ambers Place SE to serve the Farm at Woods Creek and other properties as shown in Exhibit B. The route of the sanitary sewer is generally described as beginning at the intersection of Oaks Street with Old Owen Road, then following Oaks Street northwest to Woods Creek Road, then within the right-of-way of Woods Creek Road northeast to the trail system serving the Farm at Woods Creek, then generally north along the trail to Ambers Place SE. The engineering plans are on file with the City of Monroe.

**EXHIBIT B**  
**REVISION 1**  
 (Page 1 of 20)

**RECOVERY AREA:**

The following list of Snohomish County Tax Parcel numbers and/or Legal Descriptions are representative, as of June 2005, of those parcels included within the boundaries, as delineated on the attached Exhibit B of the Reimbursement Agreement for The Farm At Woods Creek over-sized water line and sewer extension.

SINCLAIR HEIGHTS, Lots 1 thru 68 inclusive, as recorded under Snohomish County Auditor's File No. 200405075141

**Tax Parcels:**

28 0731 002 010 00 -	28 0731 003 041 00 -
28 0731 002 023 00 -	28 0731 003 042 00 -
28 0731 002 033 00 -	00 7883 000 001 00 -
28 0731 002 011 00 -	00 7883 000 002 00 -
28 0731 002 013 00 -	00 7883 000 003 00 -
28 0731 002 024 00 ✓	00 7883 000 004 00 -
28 0731 002 002 00 ✓	28 0731 003 024 00 -
28 0731 002 005 00 -	28 0731 003 023 00 -
28 0731 002 035 00 ✓	28 0731 003 008 00 -
28 0731 002 034 00 -	28 0731 003 036 00 -
28 0731 002 008 00 -	28 0731 003 026 00 -
28 0731 002 001 00 -	28 0731 003 027 00 -
28 0731 002 021 00 -	28 0731 003 028 00 -
28 0731 002 019 00 -	28 0731 003 022 00 -
28 0731 002 020 00 -	28 0731 002 015 00 -
28 0731 002 007 00 -	28 0731 002 012 00 -
28 0731 002 009 00 -	28 0731 002 006 00 -
28 0731 002 038 00 -	28 0731 002 026 00 -
28 0731 002 032 00 -	28 0731 002 025 00 -
28 0731 002 040 00 -	28 0731 002 027 00 -
28 0731 002 016 00 -	28 0731 002 004 00 -
28 0731 002 039 00 -	28 0731 002 003 00 -
28 0731 002 028 00 -	28 0731 001 003 00 -
28 0731 002 029 00 -	28 0731 001 015 00 -
28 0731 002 030 00 -	28 0731 001 016 00 -
28 0731 002 042 00 -	28 0731 001 005 00 -
28 0731 002 041 00 -	28 0731 001 013 00 -
28 0731 003 040 00 -	28 0731 003 005 00 -
28 0731 002 017 00 -	00 7883 000 008 00 -

**EXHIBIT B**  
**REVISION 1**  
 (Page 2 of 20)

Tax  
 cont.:

28 0731 002 018 00 -	00 7883 000 006 00 -
28 0731 003 004 00 -	00 7883 000 005 00 -
28 0731 003 003 00 -	28 0636 001 004 00 -
28 0731 003 030 00 -	28 0636 001 005 00 -
28 0731 003 033 00 -	28 0636 001 007 00 -
00 7883 000 007 00 -	28 0636 001 008 00 -
28 0636 001 002 00 -	28 0636 001 009 00 -
28 0636 001 001 00 -	28 0636 001 010 00 -
28 0636 001 003 00 -	28 0636 001 011 00 -
28 0636 001 006 00 -	28 0636 001 022 00 -
28 0636 001 038 00 -	28 0636 001 039 00 -
28 0636 001 042 00 -	28 0636 001 045 00 -
28 0636 001 041 00 -	28 0636 001 037 00 -
28 0636 001 044 00 -	28 0636 001 030 00 -
28 0731 002 044 00 LOT 1 -	28 0731 002 044 00 LOT 2 -
28 0731 002 044 00 LOT 3 -	28 0731 002 044 00 LOT 4 -

Parcels

Additional Legal Descriptions for the preceding tax parcels are provided on the following eighteen pages.

**EXHIBIT B (REV. 1)**

(Page 3 of 20)

ADDITIONAL LEGAL DESCRIPTIONS

Parcel # 28 0731 002 010 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT-6) THAT PTN OF NW1/4 NW1/4 KNOWN AS LOT 9 OF SURVEY FILED IN VOL 2 OF SURVEYS PG 254 REC NO 2396007 EXC A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SAID SURVEY

Parcel # 28 0731 002 023 00

**13202 CHAIN LAKE ROAD ---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 N 726FT AS MEAS ALG W LN TH PTN OF E 660FT GOVT LOT 1 LY SWLY OF TROMBLEY CO RD EXC W 30FT AND E 96FT OF THAT PTN OF THAT N 660FT LYING SW OF TROMBLEY CO RD

Parcel # 28 0731 002 033 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 PTN NW1/4 NW1/4 KNOWN AS LOT 8 OF SURVEY IN VOL 2 PG 254 REC NO 2396007

Parcel # 28 0731 002 011 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 W 30FT OF N 726FT AS MEAS ALG W LN OF E 660FT & E 660FT LESS N 726FT ALL OF GOVT LOT 1 SEC31 TWP 28N RGE 7E EXC ANY PTN LYING WITHIN THE FOLLOWING DESCRIBED PARCEL: TH PTN GOVT LOT 1 COMM AT THE INT OF THE S BDY OF THE CO RD WTH THE E LN OF SAID GOVT LOT 1 THN S ALG SAID E LN 660FT TO TPOB THN W 96FT THN N 341FT THN E TO PT WCH IS 341FT N OF TPOB THN S TO TPOB ALSO W 30FT TO PTN OF THE E 660FT OF GOVT LOT 4 LYING SW OF TROMBLEY CO RD

Parcel # 28 0731 002 013 00

**13230 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-6C) TH PTN GOVT LOT 1 DAF BEG INT S BDY CO RD WTH E LN OF SAID LOT 1 THN S ALG E LN THN W 96FT THN N TO S BDY LN OF CO RD THN SE ALG S BDY LN TO POB EXC S 378.6FT

Parcel # 28 0731 002 024 00

**13232 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 DAF- LOT 1 OF SP NO SP337 (9-76) REC NO 7611150335 BEING A PTN OF NE1/4 NW1/4 AND GOVT LOT 1

**EXHIBIT B (REV. 1)**

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel #28 0731 002 002 00

**13232 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 E 149.99FT OF W 209.99FT OF TH PTN N1/2 NE1/4 NW1/4

Parcel # 28 0731 002 005 00

**13304 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 E 179.99FT OF W 389.98FT OF NE1/2 NE1/4 NW1/4 LY S  
OF CO RD

Parcel # 28 0731 002 035 00

**13316 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 N1/2 NE1/4 NW1/4 LY SLY OF CO RD LESS W 389.98FT

Parcel # 28 0731 002 034 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 PTN NW1/4 NW1/4 KNOWN AS LOT 7 OF SURVEY IN  
VOL 2 PG 254 REC NO 2396007

Parcel # 28 0731 002 008 00

**13424 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-5B-1) TH PTN S1/2 NE1/4 NW1/4 DAF-CAAP ON N  
LN SUB 700FT W OF W ROW LN OF CO RD THN S AT R/A TO N LN 185FT TO  
TPOB OF THIS DESCRIPTION THN N ALG THE FOREGOING HEADING 185FT  
TO N LN THN W ALG N LN 230FT MOL TO W LN OF SUB THN S ALG W LN  
660FT MOL TO SW COR OF NE1/4 NE1/4 NE1/4 OF SEC 31 THN E ALG S LN OF  
SUB 570FT MOL TAP WCH LIES 150FT W OF W ROW LN OF CO RD THN NE  
PARALLEL WTH W ROW LN 380FT MOL TAP 300FT S OF N LN OF S 1/2 OF  
NE1/4 OF NW1/4 SEC 31 THN E PARALLEL WTH THE N LN OF SUB 150FT TO W  
ROW LN OF CO RD THN NE ALG W ROW LN 180FT MOL TO SE COR OF TR  
CONVEYED TO LARRY JO KORSLUND BY INSTRUMENT REC CO AUD NO  
2157891 THN W ALG S LN OF KORSLUND TRACT 410FT MOL TO SW COR OF  
KORSLUND TRACT THN S 25FT THN W PARALLEL WTH TH N LN OF SUB  
30FT THN S 65FT THN NW 280FT MOL TO TPOB EXC N 25FT OF SAID  
PREMISES LYING ADJ TO AND S OF SAID KORSLUND TRACT CONVEYED BY  
INSTRUMENT REC AUD FILE NO 2157891 ALSO EXC E 10FT THOF AS  
CONVEYED TO THE CO BY INSTRUMENT REC AUD FILE NO 7801160226 AKA  
LOT 2 SP REC AUD FILE NO 7801110253

**EXHIBIT B (REV. 1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 001 00

**13414 CHAIN LAKE ROAD--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-5) PTN OF S1/2 NE1/4 NW1/4 DAF-COMM AT A PT ON THE N LN OF SD SUB 700FT W OF THE W R/W LN OF CO RD THN S AT R/A TO SD N LN 185FT TO THE TPOB OF THIS DESC THN N ALG THE FOREGNG HEADING 185FT TO SD N LN THN E ALG SD N LN 300FT TO THE NW COR OF A TR CONVD TO LARRY J KORSLUND THN S ALG THE W LN OF SD KORSLUND TR AND SD W LN PROJECTED S 175FT THN W PARALLEL WITH THE N LN OF SD SUB 30FT THN S 65FT THN NWLY 280FT MOL TO THE POB TGW CAAP ON THE N LN OF SD SUB 400FT W R/W LN OF CO RD BEING THE NW COR OF A TR CONVD TO LARRY J KORSLUND THN S ALG THE W LN OF SD KORSLUND TR AND SD W LN PROJECTED S 176FT THN E DISTANT 25FT S OF SD KORSLUND TR 410FT MOL TO THE W R/W LN OF CO RD THN NELY ALG SD WLY R/W LN TO THE SE COR OF SD KORSLUND TR THN W ALG THE S LN OF SD KORSLUND TR 410FT MOL TAP 25FT N OF THE POB THN S 25FT TO THE POB

**EXHIBIT B (REV. 1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 021 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT-5B-4) THAT PTN FDP LY WHN SW1/4 NE1/4 NW1/4  
DAF

Parcel # 28 0731 002 019 00

**13410 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT5B-2) THAT PTN FDP LY WHN SE1/4 NE1/4 NW1/4  
DAF

Parcel # 28 0731 002 007 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT-5B) TH PTN S1/2 NE1/4 NW1/4 DAF BAAP ON WLY  
BDY OF CO RD 300FT S OF N LN OF ABOVE DESC TR RUNNING THN W 150FT  
THN S PARALLEL WTH CO RD TO S LN OF TR THN E 150FT TO W LN OF RD  
THN N ALG RD TO POB

**EXHIBIT B (REV. 1)**

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 009 00

**13407 CHAIN LAKE ROAD--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-5B-1A) ALL TH PTN S1/2 NE1/4 NW1/4 LY ELY OF  
CO RD

Parcel # 28 0731 002 038 00

**13604 197<sup>TH</sup> AVE SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 N 690FT OF GOVT LOT 2 LESS E 659.98FT THOF AKA  
PARCEL D OF SURV FILE NO 7705190202

Parcel # 28 0731 002 032 00

**13611 197<sup>TH</sup> AVE SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 QUARTER NW- N 330.01FT OF E 659.98FT OF GOVT  
LOT 2

Parcel # 28 0731 002 040 00

**13824 CHAIN LAKE ROAD--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 E 659.98FT OF N 690FT OF GOVT LOT 2 LESS N 330.01FT  
THOF AKA PAR B OF SURV REC IN VOL 5 OF SURVEYS PG 165 AUD FILE NO  
7705190292

Parcel # 28 0731 002 016 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT-8A) BEG NW COR W1/2 SE1/4 NW1/4 TH S ALG W LN  
300FT THN S 87\*51 40E 618.04FT TAP W LN OF CO RD THN N ALG CO RD  
217.80FT TO E LN OF W1/2 THN N ALG E LN 137.37FT TO NE COR OF SUB THN  
S 88\*29 32W TO POB EXC S 150 FT AS MEAS AT R/A TO S LN THOF

Parcel # 28 0731 002 039 00

**13624 CHAIN LAKE ROAD--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 S 150FT AS MEAS AT R/A TO S LN OF THAT PTN W1/2  
OF SE1/4 OF NW1/4 DAF-BEG AT NW COR OF W1/2 THN S ALG W LN THOF  
300FT THN S 87\*51 40E 618.04FT TAP ON W LN OF CO RD AKA TROMBLEY RD  
THN N ALG W LN TO E LN OF W1/2 THN N ALG E LN TO N LN OF W1/2 THN W  
ALG N LN TO POB

**EXHIBIT B (REV.1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 028 00

**13704 CHAIN LAKE ROAD—MONROE, WA**

SEC 31 TWP 28 RGE 07 TH PTN W1/2 SE1/4 NW1/4 DAF COM NW COR SD SUB  
THN S00\*57 33E ALG W LN OF SD SUB 300.00FT TO TPOB THN CONT  
S00\*57 33E 150.00FT THN S87\*51 40E 543.12FT TAP ON W LN OF CO RD THN  
NE ALG A CURVE CONCAVE TO W HAVING A RAD OF 543.70FT THRGH A C/A  
OF 14\*03 26 AN ARC LNTH OF 133.39FT(THE INITIAL RAD OF WHCH BEARS  
N 55\*27 34W) THN N 20\*29 W 31.14FT THN N 87\*51 40W 618.04FT TO TPOB

Parcel # 28 0731 002 029 00

**13802 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 THAT PTN OF W1/2 SE1/4 NW1/4 DAF COM NW 1/4 COR  
SD SUB TH S00\* 57 33W ALG W LN SD SUB 450FT TO TPOB THN S 87\*51 40E  
543.12FT TAP ON W LN OF CO RD THN SW ALG SD W LN 406.10FT TAP  
389.98FT AS MEAS ALG CO RD FROM W LN OF SD W1/2 OF SE1/4 OF NW1/4  
THN NW TO POB

Parcel # 28 0731 002 030 00

**13826 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 THAT PTN W1/2 SE1/4 NW1/4 DAF COM NW COR SD  
SUB TH S00\* 57 33W ALG W LN SD SUB FOR 450.0FT TO TPOB THN  
S87\* 51 40E 543.12FT TAP ON THE W LN OF CO RD THN SW ALG SD W LN TAP  
ON THE W LN OF SD SUB THN N00\*57 33W ALG SD W LN 648.55FT TO POB

Parcel # 28 0731 002 042 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 LOT 3 OF ZA8812544SP REC AF NO 9105210643 & CORR

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 041 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 LOT 2 OF ZA8812544SP REC AF NO 9008210023 & REV  
UNDER REC NO 9105210643 AND AMENDED UNDER REC NO 9202270656

Parcel # 28 0731 003 040 00

**19604 143<sup>RD</sup> ST SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 LOT 2 OF ZA8804169SP REC AF NO 9110150258 BEING A  
PTN OF THE SW1/4

Parcel # 28 0731 003 041 00

**19612 143<sup>RD</sup> ST SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 LOT 3 OF ZA8804169SP REC AF NO 9110150258 BEING  
A PTN OF LOT 1 OF SURV REC UNDER REC NO 7905290258 WHICH IS A PTN OF  
THE 20 ACRES OF GOVT LOT 3

Parcel # 28 0731 003 042 00

**19626 143<sup>RD</sup> ST SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 LOT 4 OF ZA8804169SP REC AF NO 9110150258

Parcel # 00 7883 000 001 00

**19732 143<sup>RD</sup> ST SE--MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-00 LOT 1 TGW 1/8 INT IN TR 999

Parcel # 00 7883 000 002 00

**19810 143<sup>RD</sup> ST SE--MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-00 LOT 2 TGW 1/8 INT IN TR 999

Parcel # 00 7883 0000 003 00

**19824 143<sup>RD</sup> ST SE--MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-0 LOT 3 TGW 1/8 INT IN TR 999

Parcel # 00 7883 000 004 00

**19832 143<sup>RD</sup> ST SE--MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-0 LOT 4 TGW 1/8 INT IN TR 999

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 003 024 00

**19609 144<sup>TH</sup> PL SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 BEG NW COR GOVT LOT 4 TH N88\*22 51E ALG N LN THOF 260.01FT TO THE TPOB THN CONT N 88\*22 51E 230.02FT THN S 00\*58 35E 171.70FT THN S 89\*11 40W 230.00FT THN N 00\*58 35W 168.43FT TO THE TPOB TGW AND SUBJ TO AN EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND 60.00FT IN WIDTH THE C/L BEING DAF-BEG THE NW COR OF SD GOVT LOT 4 THN S 00\*58 35E ALG THE W LN THOF 164.74FT TO THE TPOB OF THIS C/L DESC THN N 88\*11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND THE END OF THIS C/L DESC EXC THAT PTN THOF LYING IN THE CO RD ALG THE W END OF THE ABOVE DESC EASEMENT

Parcel # 28 0731 003 023 00

**19621 144<sup>TH</sup> PL SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 PTN N1/2 N1/2 GOVT LT 4 DAF BEG NW COR SD GOVT LT 4 THN N88\*22 51E ALG THE N LN THOF 490.03FT TO THE TPOB THN CONT N 88\*22 51E 230.01FT THN S 00\*58 35E 174.96FT THN S 89\*11 40W 230.00FT THN N 00\*58 35W 171.70FT TO THE TPOB TGW AN EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND 60.00FT IN WIDTH THE C/L BEING DAF-BEG AT THE NW COR OF SD GOVT LOT 4 THN S 88\* 58 35E ALG THE W LN THOF 164.74FT TO THE TPOB OF THIS C/L DESC THN N 89\*11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND THE END OF THIS C/L DESC EXC ANY PTN THOF LYING WITHIN THE MAIN TR AND EXC THAT PTN THOF LYING IN THE CO RD ALG THE W END OF THE ABOVE DESC EASEMENT

Parcel # 28 0731 003 008 00

**19723 144<sup>TH</sup> PL SE--MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 N1/2 N1/2 GOVT LOT 4 DAF - BEG NW COR SD GOVT LOT 4 THN N 88\*22 51E ALG THE N LN THOF 720.04FT TO THE TPOB THN CONT N 88\*22 51E 230.02FT THN S00\*58 35E 178.23FT THN S 90\*11 40W 230.00FT THN N 00\*58 35W 174.96FT TO THE TPOB TGW AN EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND 60.00FT IN WIDTH THE C/L BEING DAF-BEG AT THE NW COR OF SD GOVT LOT 4 THN S 00\*58 35E ALG THE W LN THOF 164.74FT TO THE TPOB OF THIS C/L DESC THN N89\* 11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND THE END OF THIS C/L DESC EXC TH PTN THOF LYING WITHIN THE MAIN TR DESC HEREIN AND EXC TH PTN CONYVED TO STATE OF WA FOR ST HWY PURPOSES

**EXHIBIT B (REV. 1)**

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 003 036 00

**19827 144<sup>TH</sup> PL SE---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 PTN N1/2 N1/2 GOVT LOT 4 DAF BEG NW COR GOVT LOT 4 THN N 88\*22 51E ALG THE N LN THOF 950.00FT TO THE TPOB THN CONT N 88\*22 51E 232.71FT TO THE NE COR OF SD GOVT LOT 4 THN S00\*52 51E ALG THE E LN THOF 181.53FT THN S89\*11 40W 232.39FT THN N 00\*58 35W 178.23FT TO THE TPOB TGW AN EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND 60.00FT IN WIDTH THE C/L BEING DAF-BEG AT THE NW COR OF SD GOVT LOT 4 THN S00\*58 35E ALG THE W LN THOF 164.74FT TO THE TPOB OF THIS C/L DESC THN N89\*11 40E 1182.39FT TO E LN OF SD GOVT LOT 4 AND THE END OF THIS C/L DESC EXC THAT PTN THOF LYING IN THE CO RD ALG THE W END OF THE ABOVE DESC EASEMENT

Parcel # 28 0731 003 026 00

**19604 144<sup>TH</sup> PL SE---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 BEG NW COR GOVT LOT 4 TH N88\*22 51E ALG N LN THOF 260.01FT THN S 00\*58 35E 168.83FT TO THE TPOB THN CONT S 00\*58 35E 160.27FT TO THE S LN OF SD SUB THN N 88\*19 11E ALG SD S LN 230.02FT THN N 00\*58 35W 157.25FT THN S89\*11 40W 230.00FT TO THE TPOB TGW AN EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND 60.00FT IN WIDTH THE C/L BEING DAF- BEG AT THE NW COR OF SD GOVT LOT 4 THN S00\*58 35E ALG THE W LINE THOF 164.74FT TO THE POB OF THIS C/L DESC THN N 89\*11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND THE END OF THIS C/L DESC EXC THAT PTN THOF LYING IN THE CO RD ALG THE W END OF THE ABOVE DESC EASEMENT

**EXHIBIT B (REV. 1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 003 027 00

**19612 144<sup>TH</sup> PL SE---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 BEG NW COR GOVT LOT 4 TH N88\*22 51E 490.03FT  
THN S 00\*58 35E 171.70FT TO THE TPOB THN CONT S00\*58 35E 157.26FT TO  
THE S LN OF SD SUB THN N88\*19 11E ALG SD S LN 230.02FT THN N 00\*58 35W  
153.75FT THN S89\* 11 40W 230.00FT TO THE TPOB TGW AN NON-EXCLUSIVE  
EASEMENT FOR INGRESS EGRESS AND UTILITIES OVER A STRIP OF LAND  
60.00FT IN WIDTH THE C/L BEING DAF-BEG AT THE NW COR OF SD GOVT  
LOT 4 THN S00\*53 35E ALG THE W LN THOF 164.74FT TO THE TPOB OF SD C/L  
THN N89\*11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND END OF SD  
C/L EXC CO RD ON W END ALSO EXC ALL THAT PTN THOF LYING WITHIN  
THE ABOVE DESC PARCEL

Parcel # 28 0731 003 028 00

**19800 144<sup>TH</sup> PL SE---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-11N) BEG NW COR GOVT LT 4 TH N88\*22 51E ALG  
N LN 720.04FT TH S00\*58 35E 174.96FT TPB 96FT TPB TH CONT S00\*58 35E  
153.75FT TO S LN N1/2 N1/2 SD N1/2 SD GOVT LOT TH N88\*19 11E ALG SD S  
LN 230.02FT

Parcel # 28 0731 003 022 00

**19824 144<sup>TH</sup> PL SE---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT -11G) TH PTN N1/2 N1/2 GOVT LT 4 DAF BEG NW  
COR OF SD GOVT LOT 4 THN N88\* 22 51E ALG TH N LN THOF 950.06FT THN  
S00\* 58 35E 178.23FT TO TH TPOB THN CONT S00\* 58 35E 150.24FT TO THE S  
LN OF SD SUB THN N88\* 19 11E ALG SD S LN 232.16FT TO THE E LN OF SD  
GOVT LOT 4 THN N00\* 52 51W ALG SD E LN TO THE TPOB TGW AN  
EASEMENT FOR INGRESS EGRESS AND UTILS OVER A STRIP OF LAND  
60.00FT IN WIDTH THE C/L BEING DAF-BEG AT THE NW COR OF SD GOVT  
LOT 4 THN S00\* 58 35E ALG TH W LN THOF 164.74FT TO THE TPOB OF THIS  
C/L DESC THN N89\* 11 40E 1182.39FT TO THE E LN OF SD GOVT LOT 4 AND  
THE END OF THIS C/L DESC EXC THAT PTN LYING OF THE CO RD ALG THE  
W END OF THE ABOVE DESC EASEMENT

**EXHIBIT B (REV. 1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 015 00

**20119 WOODS CREEK ROAD---MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 E1/2 SE1/4 NW1/4 OSA-83

Parcel # 28 0731 002 012 00

**13205 CHAIN LAKE ROAD---MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 TH PTN GOVT LOT 1 LY NELY CO RD

Parcel # 28 0731 002 006 00

**13217 CHAIN LAKE ROAD---MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 A PTN OF N1/2 NE1/4 NW1/4 DAF - BEG NW COR SD  
N1/2 TH N88\*21 52E ALG N LN SD N1/2 434.68FT THN S13\*09W 353.35FT TAP  
ON THE N LN OF CO RD THN N76\*51W ALG SD N LN 66.09FT THN NW ALG A  
CURVE CONCAVE TO THE NE HAVING A RAD OF 686.80FT THRU A CENTRAL  
ANGLE OF 24\*06 AN ARC DIST OF 34.40FT TAP ON THE W LN OF SD N1/2 THN  
N00\* 57 33W ALG SD W LN 173.75FT TO THE POB

Parcel # 28 0731 002 026 00

**13305 CHAIN LAKE ROAD---MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 COM NW COR N1/2 NE1/4 NW1/4 TH N88\*21 52E ALG N  
LN OF SD N1/2 434.68FT THN S13\*09W 148.31FT TO THE TPOB THN S13\*09W  
205.04FT TO THE N LN OF CO RD THN S76\*51E ALG SD N LN 208FT THN  
N4\* 26 50E 207.43FT THN N76\*51W 176.61FT TO THE TPOB

Parcel # 28 0731 002 025 00

**13305 CHAIN LAKE ROAD---MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 COM NW COR N1/2 NE1/4 NW1/4 TH N88\*21 52E  
ALG THE N LN OF SD N1/2 434.68FT TO THE POB THN S13\*09W 148.31FT THN  
S76\*51E 176.61FT THN S4\* 26 50E 207.43FT TAP ON THE N LN OF THE CO RD  
THN S76\*51E ALG SD N LN 228.21FT THN N14\* 12 45E 470.87FT TAP ON THE N  
LN OF SD N1/2 THN S88\* 21 52W ALG SD N LN 460.18FT TO THE POB

**EXHIBIT B (REV. 1)**

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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 002 027 00

**13323 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC31 TWP28 RGE07 TH PTN N1/2 NE1/4 NW1/4 DAF COM NW COR SD N1/2 THN N88\* 21 52E ALG THE N LN OF SD N1/2 894.86FT TO THE TPOB THN S14\* 12 45W 470.87FT TAP ON THE N LN OF THE CO RD AKA CHAIN LAKE RD THN E ALG THE N LN OF SD RD ON A CURVE CONCAVE TO THE S HAVING A RAD OF 317.93FT THRU AN INITIAL RADIAL OF WHCH BEARS S13\* 09 00W THN N36\* 37 41E 650.49FT TAP ON THE N LN OF SD N1/2 THN S88\* 21 52W ALG THE N LN 390.00FT TO THE TPOB

Parcel # 28 0731 002 004 00

**13327CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 RT-5A-1A-5A-2A) ALL TH PTN NE1/4 NE1/4 NW1/4 LY NE OF CO RD EXC THE S MOST 60FT THOF AND EXC THAT PTN LY W OF THE FOLLOWING DESC LN – BAAP ON THE N LN OF SD SUB1284.86FT NE OF THE NW COR THN S36\* 37 41W 650.49FT MOL TO THE N LN OF THE CO RD AND THE TERM OF SD LN

Parcel # 28 0731 002 003 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT – 5A-1-5A-2B) S 60FT OF N1/2 NE1/4 NW1/4 LY E OF

Parcel # 28 0731 001 003 00

**\*no Site Address\***

SEC 31 TWP 28 RGE 07 RT – 2) N1/2 SW1/4 NW1/4 NE1/4

Parcel # 28 0731 001 015 00

**13422 205<sup>TH</sup> AVE SE—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 W1/2 S1/2 SW1/4 NW1/4 NE1/4 ALSO W1/2 N1/2 NW1/4 SW1/4 NE1/4

Parcel # 28 0731 001 016 00

**13424 205<sup>TH</sup> AVE SE—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 E1/2 S1/2 SW1/4 NW1/4 NE1/4 ALSO E1/2 N1/2 NW1/4 SW1/4 NE1/4

**EXHIBIT B (REV. 1)**  
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ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 001 005 00  
**13724 205<sup>TH</sup> AVE SE--MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 RT-3) S1/2 NW1/4 SW1/4 NE1/4 & W1/2 SW1/4 SW1/4  
NE1/4

Parcel # 28 0731 001 013 00  
**\*no Site Address\***  
SEC 31 TWP 28 RGE 07 E1/2 SW1/4 NE1/4 & E1/2 SW1/4 SW1/4 NE1/4 AKA  
PARCELS 3 4 5 AND 6 OF CO 5 ACRE PARCEL MAP NO S-193-78

Parcel # 28 0731 003 005 00  
**14204 197<sup>TH</sup> AVE SE--MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 LOT 1 OF ZA8804169SP REC AF NO 9110150258 BEING  
A PTN OF THE E 20 ACRES OF GOV'T LOT 3

Parcel # 00 7883 000 008 00  
**14211 197<sup>TH</sup> PL SE--MONROE, WA 98272**  
PROJECT NO 5 BLK 000 D-00 LOT8 TGW 1/8 INT IN TR 999

Parcel # 28 0731 002 017 00  
**13813 CHAIN LAKE ROAD--MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 LOT 1 OF ZA8812544SP REC AF NO 9008210023 & REV  
REC NO 9105210643 AND 9202270656 BEING A PTN OF W1/2 SE1/4 NW1/4

Parcel # 28 0731 002 018 00  
**13907 CHAIN LAKE ROAD--MONROE, WA 98272**  
SEC 31 TWP 28 RGE 07 - S 300FT FDT ALL TH PTN W1/2 SE1/4 NW1/4 LY SELY  
CO RD AND WLY OF THE FOLLOWING DESC LN-BAAP ON THE S LN OF SD  
W1/2 SE1/4 NW1/4 THAT BEARS S89\* 35 41E 238.01FT FROM THE SW COR  
THOF BEING ALSO A PT ON A CURVE TO THE LEFT HAVING A RAD OF  
550.00FT THE CENTER OF WHCH BEARS S66\* 40 01W THN NWLY ALG SD  
CURVE TO THE L THRU A CENTRAL ANGLE OF 19\* 54 09 AN ARC DIST OF  
191.05FT THN N43\* 14 08W 72.88FT TO THE BEG OF A CURVE TO R HAVING A  
RAD OF 35.00FT THE CENTER OF WHCH BEARS S68\* 36 45E THN NELY ALG  
SD CURVE TO THE R THRU A CENTRAL ANGLE OF 25\* 20 55 AN ARC DIST OF  
15.48FT TO A PT ON THE SELY MARGIN OF CHAIN LAKE RD PER CO SURVEY  
NO 869 AND THE TERM OF SD LN BEING A PTN OF THAT PROPERTY DESC IN  
INSTRUMENT REC AUD FILE NO 1847648

**EXHIBIT B (REV. 1)**

(Page 16 of 20)

ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0731 003 004 00

**14019 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 1 AC & ALLOWED BLDG FOR S/C EX ON FDP E 295FT  
OF

Parcel # 28 0731 003 003 00

**14004 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 ALL TH PTN OF E 20 ACS GOVT LOT 3 LY NLY OF CO  
RD

Parcel # 28 0731 003 030 00

**14025 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 LOT A AS DESC IN SP 130(5-831) PER AF 8112280047

Parcel # 28 0731 003 033 00

**14031 CHAIN LAKE ROAD---MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 1AC & ALL WD BLDG ON FDP: LOT B AS DESC IN  
SP 130(5-831) PER AF 8112280047

Parcel # 00 7883 000 007 00

**14223 197<sup>TH</sup> AVE SE---MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-00 LOT 7 TGW 1/8 INT IN TR 999

Parcel # 28 0636 001 002 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 RT-1A-1) SE1/4 NW1/4 NE1/4 NE1/4

Parcel # 28 0636 001 001 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 RT-1A) W1/2 S1/2 SW1/4 NW1/4 NE1/4 NE1/4 LESS W  
30FT FOR CO RD BY DEEDS REC AUD FILE NO 978587 AND 2365388

Parcel # 28 0636 001 003 00

**13325 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 RT- 1A -2) N1/2 E1/2 SW1/4 NW1/4 NE1/4 NE1/4

**EXHIBIT B (REV. 1)**

(Page 17 of 20)

ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0636 001 006 00

**13425 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 RT-1A-5) E1/2 S1/2 SW1/4 NW1/4 NE1/4 NE1/4

Parcel # 28 0636 001 038 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 THE N 230FT OF THE W 855FT OF THE SE1/4 NE1/4 EXC THE E 165FT OF THE W 690FT & EXC THE W 40FT FOR CO RD PER QCD 170/374 5/26/16 & QCD 465/411 12/9/50 TGW S 35FT OF W 855FT OF NE1/4 NE1/4 EXC E 165FT OF W 690FT & EXC W 20FT FOR CO RD PER QCD 465/409 10/9/50 AKA TR 2 OF DAN CONNELLY'S 5 AC PAR MAP REC UND AF NO 2396007 VOL 2 SURV PG 254

Parcel # 28 0636 001 042 00

**13609 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 THE S 35FT OF E 165FT OF W 690FT OF NE1/4 NE1/4 TGW THE N 230FT OF E 165FT OF W 690FT OF SE1/4 NE1/4

Parcel # 28 0636 001 041 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 TH PTN S1/2 NE1/4 NE1/4 DAF BEG NE COR OF SD SUB THN S01\* 05 27E ALG E LN THOF 823.53FT THN S88\* 46 40W 338.88FT TO THE TPOB THN S01\* 07 07E 458.71FT THN S88\*50 43W 475.10FT THN N01\*07 07W 458.16FT THN N88\* 46 40E 475.09FT TO THE TPOB EXC THAT PTN OF THE S1/2 OF THE NE1/4 NE1/4 DAF-BEG AT THE NE COR OF SD SUB THN S01\*05 27E ALG E LN THOF 823.53FT THN S88\* 46 40W 338.88FT THN S01\* 07 07E 458.71 THN S88\* 50 43W 185FT TO THE TPOB THN N01\*07 07W 203FT THN S88\* 50 43W 203FT THN S01\* 07 07E 203FT THN N88\* 50 43E 203FT TO THE TPOB BEING A PTN OF LOT 5 OF THAT SURV REC IN VOL 2 PG 254 UND AUD FILE NO 2396007

**EXHIBIT B (REV. 1)**

(Page 18 of 20)

ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0636 001 044 00

**19319 136<sup>TH</sup> ST SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 THAT PTN OF S1/2 NE1/4 NE1/4 DAF -- BEG NE COR OF SD SUB THN S01\* 05 27E ALG E LN THOF 823.53FT THN S88\*46 40W 338.88FT THN S01\*07 07E 458.71FT THN S88\* 50 43W 185FT TO THE TPOB THN N01\* 07 07W 203FT THN S88\* 50 43W 203FT THN S01\* 07 07E 203FT THN N88\* 50 43E 203FT TO THE TPOB BEING A PTN OF LOT 5 REC VOL 2 PG.254 UND AUD FILE NO 2396007

Parcel # 00 7883 000 006 00

**14229 197<sup>TH</sup> AVE SE---MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-00 LOT 6 TGW 1/8 INT IN TR 999

Parcel # 00 7883 000 005 00

**19833 143<sup>RD</sup> ST SE---MONROE, WA 98272**

PROJECT NO 5 BLK 000 D-00 LOT 5 TGW 1/8 INT IN TR 999

Parcel # 28 0636 001 004 00

**13311 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 N1/2 W1/2 SW1/4 NW1/4 NE1/4 NE1/4 LESS W 20FT FOR CO RD

Parcel # 28 0636 001 005 00

**13221 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 N1/2 NW1/4 NE1/4 NE1/4 LESS W 20FT FOR CO RD

Parcel # 28 0636 001 007 00

**13401 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 E3/4 OF N1/2 N1/2 S1/2 NE1/4 NE1/4 AKA LOT 4 OF SHORT PLAT 7601260226

Parcel # 28 0636 001 008 00

**13405 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 RT-1-1B-2) N1/2 NW1/4 SW1/4 NE1/4 NE1/4 EXC CO RD AKA LOT 2 SP 210(9-74) REC UND AUD FILE NO 7601260226

**EXHIBIT B (REV. 1)**  
(Page 19 of 20)

ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0636 001 009 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 RT-1B) S1/2 NE1/4 NE1/4 NE1/4 AKA TR 10 OF DAN CONNELLY'S 5 AC PAR MAP RECORDED UNDER AUD FILE NO.2396007 VOL 2 SURVEYS PG 254

Parcel # 28 0636 001 010 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 RT-1B- 1) N1/2 NE1/4 NE1/4 NE1/4 TGW EASEMENT FOR INGRESS EGRESS AND UTILS OVER AND ACROSS THE W 30FT OF SD NE1/4 NE1/4 AND ACROSS THE N 30FT OF THE NW1/4 NE1/4 NE1/4

Parcel # 28 0636 001 011 00

**13511 191<sup>ST</sup> AVE SE---MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 RT-1C-1B1A) TR 4 OF DAN CONNELLY'S 5 ACRE PARCEL MAP REC NO 2396007 VOL 2 SURVEY PG 254 PARTICULARLY DAF- THE W 505.67FT OF S3/4 OF S1/2 NE1/4 NE1/4 EXC W 20FT CONVD TO CO FOR RDS BY QCD REC UND AUD FILE NO 978589 & EXC THE 35FT THOF

Parcel # 28 0636 001 022 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 RT-5) A PTN OF LOT 6 OF SURVEY RECORDED JULY 15, 1975 IN VOL 2 OF SURVEYS PG 254 UNDER AUD FILE NO 2396005 DAF- BEG NE COR SE1/4 NE1/4 SD SEC 36 TH S01\*05 27E 45.15FT TH N82\*43 47W 342.29FT TH N01\*07 07W 488.71FT TH N88\*46 40E 338.88FT TO INT W LN GOVT LOT 1 OF SEC 31 TWP 28 RGE 07 TH S TO POB

Parcel # 28 0636 001 039 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 96 THAT PTN E1/2 NE1/4 DAF BEG NE COR SE1/4 NE1/4 TH S ALG E LN SEC 45.15FT TO TPB TH CONT S 449.85FT TH S88\*50 43w 464.18FT TH N1\*07 07E 530FT TH N88\*50 43 e 125.77FT TH S1\*07 07E 30FT TH S82843 47E 342.29FT TO TPB EXC THE S 2.35FT THOF ALSO EXCEPTING OUT PARCEL 28 0636 001 045 00

**EXHIBIT B (REV. 1)**

(Page 20 of 20)

ADDITIONAL LEGAL DESCRIPTIONS CONT.

Parcel # 28 0636 001 045 00

**19414 136<sup>TH</sup> ST SE--MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 TH PTN E1/2 NE1/4 DAF- BEG NE COR SE1/4 NE1/4 TH  
S01\*05 27E ALG E LN SEC 36 45.15FT TH N82\*43 47W 167.06FT TPB TH  
CONTN82\*43 47W 175.23FT TH S01\*07 07W 5FT THS88\*50 43W 30FT TH  
S01\*07 07E 245FT TH N88\*52 53E 204.25FT TH N01\*07 07W 231.54FT TPB EXC  
TH PTN THOF LY WHN NE1/4 NE1/4

Parcel # 28 0636 001 037 00

**\*no Site Address\***

SEC 36 TWP 28 RGE 06 THE E 219.86FT OF THE W 399.86FT OF THE S 265FT OF  
THE N 495FT OF THE SE1/4 NE1/4

Parcel # 28 0636 001 030 00

**13623 191<sup>ST</sup> AVE SE--MONROE, WA 98272**

SEC 36 TWP 28 RGE 06 THE W 180FT OF S 265FT OF N 495FT OF SE1/4 NE1/4  
LESS W 40FT FOR CO RD PER QCD 170/374 5/26/16& QCD 465/411 12/18/50

Parcel # 28 0731 002 044 00

SEC 31 TWP 28 RGE 07 QUARTER NW -- LOT 1 TGW EQU & UND INT IN TR 999  
OF CITY OF MON SP200306 REC AFN 200411085084 BEING A PTN W1/2 SE1/4  
NW1/4

Parcel # 28 0731 002 044 00

SEC 31 TWP 28 RGE 07 QUARTER NW -- LOT 2 TGW EQU & UND INT IN TR 999  
OF CITY OF MON SP200306 REC AFN 200411085084 BEING A PTN W1/2 SE1/4  
NW1/4

Parcel # 28 0731 002 044 00

SEC 31 TWP 28 RGE 07 QUARTER NW -- LOT 3 TGW EQU & UND INT IN TR 999  
OF CITY OF MON SP200306 REC AFN 200411085084 BEING A PTN W1/2 SE1/4  
NW1/4

Parcel # 28 0731 002 044 00

SEC 31 TWP 28 RGE 07 QUARTER NW -- LOT 4 TGW EQU & UND INT IN TR 999  
OF CITY OF MON SP200306 REC AFN 200411085084 BEING A PTN W1/2 SE1/4  
NW1/4

**Legal Description for Korslund**  
**Tax Parcel Number: 28073100202000**

All that portion of the South half of the Northeast quarter of the Northwest quarter of Section 31, Township 28 North, Range 7 East, W.M., lying West of the County Road described as follows:

Commencing at the intersection of the North line of said South half of the Northeast quarter of the Northwest quarter and the West line of County Road; thence South  $88^{\circ}25'17''$  West along said North boundary for 400 feet; thence South  $01^{\circ}34'43''$  East for 75.00 feet to the True Point of Beginning; thence continue South  $01^{\circ}34'43''$  East for 50.68 feet; thence South  $79^{\circ}12'05''$  East for 75.82 feet; thence South  $86^{\circ}46'30''$  East for 105.78 feet to the South line of the North 150 feet of said subdivision; thence South  $82^{\circ}20'53''$  East for 120.36 feet; thence South  $88^{\circ}46'11''$  East for 100.02 feet to intersect the Westerly right of way of the County Road, said right of way being 30 feet per Auditor's File Number 7801160026;

thence Northerly along a non tangent curve whose radius bears North  $74^{\circ}39'36''$  West 257.93 feet for 25.78 feet through a central angle of  $05^{\circ}43'38''$  to the South line of the North 150 feet of said subdivision; thence North  $88^{\circ}25'17''$  East for 10.19 feet to the Westerly right of way of the County Road Survey No. 889; thence Northerly along a non-tangent curve to the left whose radius bears North  $80^{\circ}48'36''$  West 267.93 feet for 75.33 feet through a central angle; thence departing from said right of way South  $88^{\circ}25'17''$  West for 418.17 feet to the Point of Beginning;

Situate in the County of Snohomish, State of Washington.

**Abbreviated legal**

A portion of the NW quarter of 31-28-7.

W.M.  
 28073100202000  
 28073100202000  
 28073100202000  
 28073100202000  
 28073100202000  
 28073100202000

**ADDENDUM TO EXHIBIT B**

**BENEFITED AREA PARCEL NUMBERS**

ADDITIONAL PARCEL NUMBERS:

28073100303400	28073100303800
28073100303500	28073100303900

**ADDENDUM TO EXHIBIT B**

**ADDITIONAL LEGAL DESCRIPTIONS**

(Revised 3/15/05)

Parcel # 28 0731 003 034 00

**14515 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 W 165FT OF E 330FT OF S1/2 N1/2 GOVT LOT 4 LY NELY  
OF E LN OF HWY 2 AS SET FORTH IN WD REC UNDER AF NO. 2269952

Parcel # 28 0731 003 035 00

**14511 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP28 RGE 07 E 165FT OF S1/2 N1/2 GOVT LOT 4

Parcel # 28 0731 003 038 00

**14519 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 W 176FT OF E 506FT OF S1/2 N1/2 GOVT LOT 4 LY NELY  
OF E LN HY 2 AS SET FORTH IN WD REC UNDER AF NO. 2269952

Parcel # 28 0731 003 039 00

**14523 CHAIN LAKE ROAD—MONROE, WA 98272**

SEC 31 TWP 28 RGE 07 S1/2 N1/2 GOVT LOT 4 LY NELY OF E LN HWY NO 2 AS  
SET FORTH IN WD AF NO. 2269952 LESS E 506FT THOF.

## **EXHIBIT C**

### **RECOVERY FEES CALCULATIONS**

(Revised 3/15/05)

The benefited areas include Sinclair Heights with 68 lots, plus 257.03 acres with an estimated build-out of 2 units per acre and 352 lots in The Farm at Woods Creek, for a total build-out of 934 lots.

The total costs of improvements were calculated at \$465,865.71 (Exhibit D) plus a 10% Administrative Fee as allowed by the City of Monroe for a total of \$512,452.28.

$\$512,452.28$  (total costs) / 934 (total potential connections) =  $\$548.66$  (per connection)

Thus, a Latecomer Customer Equivalent Charge of \$548.66 per connection shall be paid by an owner of a parcel as identified in Exhibit A.

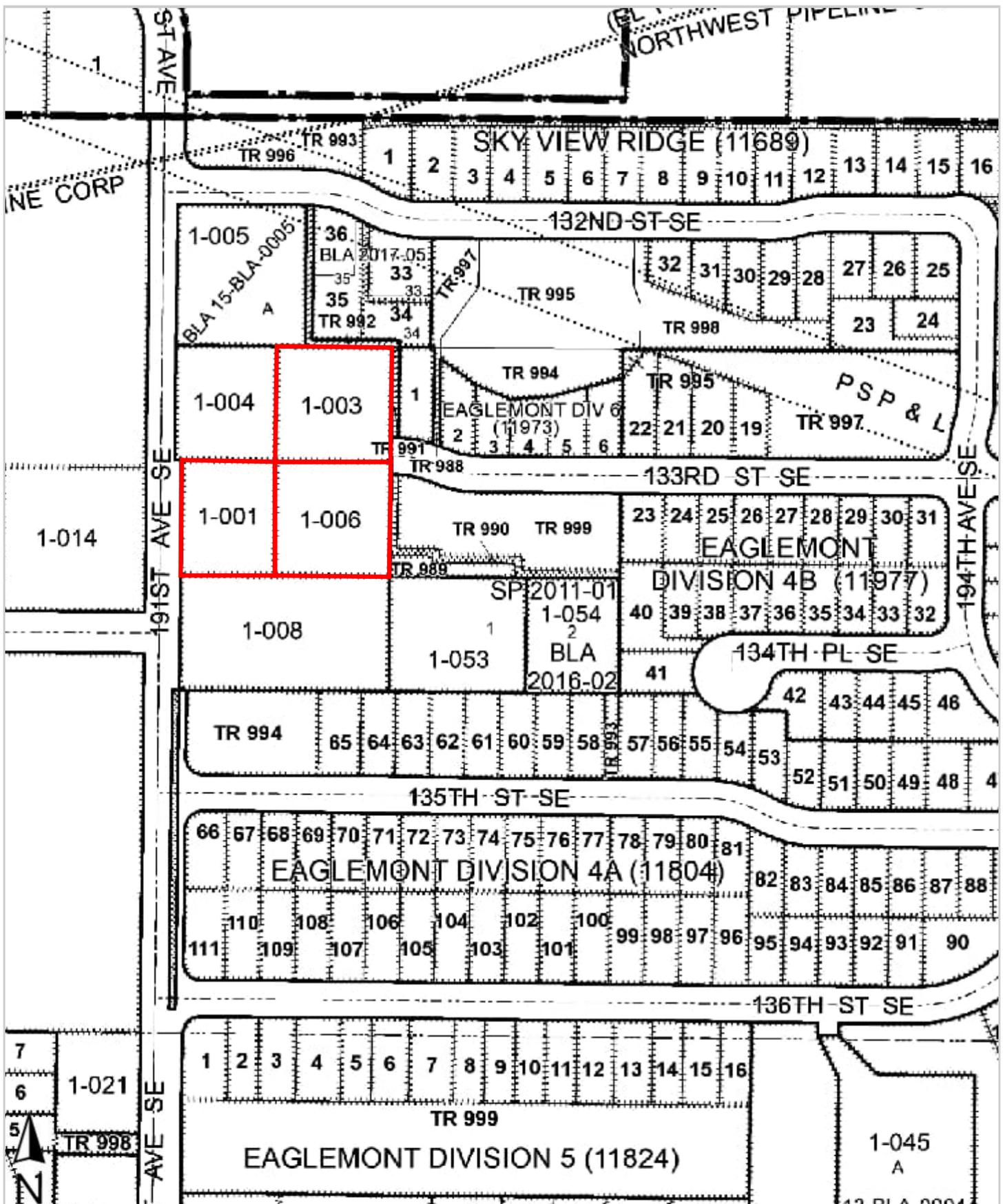
**EXHIBIT D**

**SEWER CONSTRUCTION COSTS**

**THE FARM AT WOODS  
CREEK  
(Revised 3/15/05)**

<u>Item</u>	<u>Cost</u>	<u>Tax</u>	<u>Total</u>
Engineering / Design	\$19,900.00		\$19,900.00
Construction / Sewer	\$412,167.94	\$33,797.77	\$445,965.71
<b>SUB-TOTAL</b>			<b>\$465,865.71</b>
10% Admin. Fee			\$46,586.57
<b>TOTAL</b>			<b>\$512,452.28</b>

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.

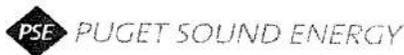


This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does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

**RETURN ADDRESS:**  
Puget Sound Energy, Inc.  
Attn: ROW Department  
PO Box 97034 / EST-06W  
Bellevue, WA 98009-9734  
Attn: FD

**NO EXCISE TAX  
REQUIRED**  
SEP 20 2023

BRIAN SULLIVAN, Snohomish County Treasurer  
By BRIAN SULLIVAN *ASD*



**EASEMENT**

REFERENCE #: \_\_\_\_\_  
GRANTOR (Owner): **MAINVUE WA LLC**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **A PTN of the NE ¼ of Sec.36, Township 28N, Range 6E, Snohomish Co., WA**  
ASSESSOR'S PROPERTY TAX PARCEL: **28063600100100, 28063600100300 & 28063600100600**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MAINVUE WA LLC, a Delaware limited liability company** ("Owner"), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE"), for the purposes hereafter set forth, a nonexclusive perpetual easement over, under, along, across and through the following described real property (the "Property" herein) in Snohomish County, Washington:

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

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)**

**EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.**

**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of gas. Such systems may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators, gauges and rectifiers for gas; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Access.** PSE shall have a reasonable right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**3. Easement Area Clearing and Maintenance.** PSE shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**4. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's reasonable judgment cause damage to PSE's systems and/or present a hazard to the general public health, safety or welfare as defined in RCW 64.12.035. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**5. Restoration.** Following the initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work. PSE shall use good faith efforts to perform its restoration obligations under this paragraph as soon as reasonably possible after the completion of PSE's work.

**6. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not perform the following activities without PSE's prior written consent: (1) excavate within or otherwise change the grade of the Easement Area; (2) construct or maintain any buildings, structures or other objects on the Easement Area; and/or (3) conduct any blasting within 300 feet of PSE's facilities.

**7. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of PSE's negligence, or the negligence of PSE's employees, agents or contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner, its employees, agents or contractors or the negligence of third parties.

**8. Attorneys' Fees.** The prevailing party in any lawsuit brought to enforce or interpret the terms of this Easement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

**9. Successors and Assigns.** This Easement is binding upon and will inure to the benefit of the successors and permitted assigns of the parties. PSE may not assign or otherwise transfer any of its rights, obligations or interest under this Easement without the prior written consent of Owner, which consent may not be unreasonably withheld. Notwithstanding the foregoing, PSE may assign this Easement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control.

**10. Complete Agreement; Amendment; Counterparts.** This Easement contains the entire agreement of the parties with respect to this subject matter and supersedes all prior writings or discussions relating to the Easement. This Easement may not be amended except by a written document executed by the authorized representatives of Owner and PSE. This Easement may be executed in counterparts, each of which shall be treated as an original for all purposes and all executed counterparts shall constitute one agreement.

**11. Warranty and Representation of Authority.** The parties each represent to the other that the person or persons executing this Easement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to this Easement, and the obligations hereunder, have been obtained. Owner further warrants to PSE that it has the necessary right, title and interests in the Property to grant the easement rights set forth herein.

**12. Severability.** Invalidation of any of the provisions contained in this Easement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect. If a provision is found to be unenforceable or invalid, that provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

**13. Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

DATED this 20<sup>th</sup> day of September, 20 23.

OWNER: **MAINVUE WA LLC, a Delaware limited liability company**

By: *Mark Chriest*  
**MARK CHRIEST, Its Chief Financial Officer**

STATE OF WASHINGTON )  
COUNTY OF King ) SS

On this 20<sup>th</sup> day of September, 20 23, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **MARK CHRIEST** to me known to be the person(s) who signed as **Chief Financial Officer of MAINVUE WA LLC, a Delaware limited liability company**, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and 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 the said instrument on behalf of said limited liability company.

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



*Serena Dudas*  
(Signature of Notary)

Serena Dudas  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Kirkland WA

My Appointment Expires: 10-10-2026

Notary seal, text and all notations must be inside 1" margins

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**APN: 28063600100100, 28063600100300 & 28063600100600**

**PARCEL A:**

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.

**PARCEL B:**

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE WEST 30 FEET FOR COUNTY ROADS, BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 978587 AND 2365388 IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.

**PARCEL C:**

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M. IN SNOHOMISH COUNTY, WASHINGTON.

AFTER RECORDING, PLEASE RETURN TO:  
Public Utility District No. 1 of Snohomish County  
Real Estate Services/ Attn: C. Biggs  
P.O. Box 1107  
Everett, Washington 98206-1107

**NO EXCISE TAX  
REQUIRED**

MAR 05 2024

BRIAN SULLIVAN, Snohomish County Treasurer  
By BRIAN SULLIVAN *BKS*

E- *123938*

WO#100115231 NOT#10000197469

DISTRIBUTION EASEMENT

Grantor ("Owner"): MainVue WA LLC, a Delaware limited liability company  
Grantee: Public Utility District No. 1 of Snohomish County  
Northwest Fiber, LLC, a Delaware limited liability company,  
d/b/a Ziplly Fiber ("Ziplly Fiber")  
Short Legal Description: NE ¼ Sec. 36, Twp. 28N; Range6E  
Tax Parcel No: 28063600100100; 28063600100300; 28063600100600

THIS DISTRIBUTION EASEMENT ("Easement") is made this 1<sup>th</sup> day of February 2024, by and between MainVue WA LLC, a Delaware limited liability company Owner(s)", and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District"), and ~~Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber")~~. The Owner, District and Ziplly Fiber are sometimes referred to individually herein as "Party" and collectively as "Parties".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

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

**Situate in the County of Snohomish, State of Washington**

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

**EASEMENT NO. 1: ALL STREETS AND ROAD RIGHTS-OF-WAY (BOTH PRIVATE AND PUBLIC) AS NOW OR HEREAFTER DESIGNED, PLATTED, AND/OR CONSTRUCTED WITHIN THE ABOVE DESCRIBED PROPERTY. (WHEN SAID STREETS AND ROADS ARE DEDICATED TO THE PUBLIC, THIS CLAUSE SHALL BECOME NULL AND VOID.)**

**EASEMENT NO. 2: A STRIP OF LAND 10 FEET IN WIDTH ACROSS ALL LOTS, TRACTS AND OPEN SPACES LOCATED WITHIN THE ABOVE DESCRIBED PROPERTY BEING PARALLEL TO AND COINCIDENT WITH THE BOUNDARIES OF SAID PUBLIC STREETS AND ROAD RIGHTS-OF-WAY.**

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell

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and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

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

OWNER(S):  
MainVue WA LLC, a Delaware limited liability company

By: Dall

Its: PRESIDENT

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington

County of King

I certify that I know or have satisfactory evidence that Vanessa Normandin  
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and  
acknowledged it as the President of MainVue WA LLC to be the free and  
voluntary act for the uses and purposes mentioned in the  
instrument.



Dated: 2/7/2024

Signature of [Signature]  
Notary Public  
Title Notary Public

My appointment expires 10-10-2026

**EXHIBIT "A"**  
Legal Description

PARCEL A:

THE NORTH HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

I

PARCEL B:

THE WEST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER;  
EXCEPT THE WEST 30 FEET FOR COUNTY ROAD, BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 978587 AND 2365388, IN SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

THE EAST HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

**EXCEPT ANY PORTION THEREOF DEDICATED TO THE PUBLIC AS 191<sup>ST</sup> AVE. SE**