

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE.

Policy No.: WA-FBCM-IMP-27WAG14-1-16-20373369



Fidelity National Title Insurance Company
a California corporation, herein called the Company

GUARANTEES

The Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Fidelity National Title Insurance Company

Countersigned by:

A handwritten signature in black ink, appearing to be "David R. ...", written over a horizontal line.

Authorized Signature



By:

A handwritten signature in black ink, appearing to be "Randy Quirk", written over a horizontal line.

Randy Quirk, President

Attest:

A handwritten signature in black ink, appearing to be "Michael Gravelle", written over a horizontal line.

Michael Gravelle, Secretary

RECEIVED
DEC 30 2016

CITY OF EVERETT
Planning Dept.

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements, or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any Judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) The "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule A or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matter relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the manner or matters for which property notice is required; provide, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, where or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from and adverse judgment or order.

(d) In all cases where the Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company's prejudiced by the failure of the Assured to furnish

the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to other unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information of grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the company hereunder. In the event after notice of claim has been given to the Company by the Assured the company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price. Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of the Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligation to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the

extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) The amount of liability states in Schedule A;

(b) The amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) The difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligation with respect to that matter and shall not be liable for any loss or damage caused there.

(b) In the event of any litigation by the company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for Liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured

would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Mount of liability is \$1,000,000 or less shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, and Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Fidelity National Title Insurance Company

Attn: Claims Department
P.O. Box 45023
Jacksonville, FL 32232-5023

AMENDED SUBDIVISION GUARANTEE

SCHEDULE A

Order No.: 20373369-416-416-MAW

Liability: **\$10,000.00**

Guarantee No.: WA-FBCM-IMP-27WAG14-1-16-20373369

Premium: **\$550.00**

Customer No.:

Tax: **\$52.80**

Total: **\$602.80**

1. Name of Assured:

Catholic Housing Services

2. Date of Guarantee:

December 19, 2016 at 8:00 AM.

The assurances referred to on the face page hereof are:

That according to those public records which, under the recording laws, impart constructive notice of matters affecting title to the following described land:

See Exhibit A attached hereto and made a part hereof.

The estate or interest in the land which is covered by this guarantee is:

FEE SIMPLE

Title to the estate or interest in the land is vested in:

City of Everett, a municipal corporation

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

Exceptions:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on land or by the public records.
2. (a) Unpatented mining claims; (b) reservations or exceptions in Patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
3. Title to any property beyond the lines of the land expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which said land abuts, or the right to maintain vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property rights or easements are expressly and specifically set forth in the land described herein.

SCHEDULE A
(Continued)

THE FOLLOWING MATTERS AFFECT PARCEL A:

4. THE LAND HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER, IT WILL BECOME TAXABLE FROM THE DATE OF EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR.
TAX ACCOUNT NO. 280506 004 009 00.
5. LIABILITY, IF ANY, FOR PERSONAL PROPERTY TAXES PURSUANT TO R.C.W. 84.56.070 WHEREIN NO CONVEYANCE CAN BE MADE WITHOUT PREPAYMENT OF SAID TAX, INCLUDING ADVANCE TAX. ALL QUESTIONS SHOULD BE DIRECTED TO THE SNOHOMISH COUNTY PERSONAL PROPERTY TAX DEPARTMENT AT (425) 388-3350, (425) 388-3307 OR (425) 388-3301.
6. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
RECORDED: JUNE 7, 1923
RECORDING NO.: 316687
REGARDING: RESERVOIR
7. RESERVATION OF EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
RESERVED BY: EVERETT COUNTRY CLUB LAND COMPANY
PURPOSE: THE RIGHT TO USE SO MUCH OF THE LAND AS THE CITY MAY NOT BE USING, TO LAY PIPES AND USE WASTE WATER FROM THE RESERVOIR
AREA AFFECTED: PORTION OF SAID PREMISES
RECORDED: JUNE 7, 1923
RECORDING NO.: 316688
8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUGET SOUND POWER & LIGHT COMPANY, A MASSACHUSETTS CORPORATION
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION LINE
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: MARCH 26, 1931
RECORDING NO.: 497353
9. EASEMENT FOR UNDERGROUND AND OVERHEAD AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,
PURPOSE: UNDERGROUND AND/OR OVERHEAD ELECTRIC TRANSMISSION AND DISTRIBUTION LINES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: DECEMBER 22, 1972
RECORDING NO.: 2276059
10. DISTRIBUTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,
PURPOSE: ELECTRIC DISTRIBUTION LINE FACILITIES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: NOVEMBER 4, 1988
RECORDING NO.: 8811040278

SCHEDULE A
(Continued)

11. DISTRIBUTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,
PURPOSE: ELECTRIC DISTRIBUTION LINE FACILITIES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: FEBRUARY 9, 1989
RECORDING NO.: 8902090256

12. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY,
PURPOSE: ELECTRIC TRANSMISSION FACILITIES AND DISTRIBUTION FACILITIES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: NOVEMBER 6, 1991
RECORDING NO.: 9111060276

13. DISTRIBUTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, FRONTIER
COMMUNICATIONS NORTHWEST INC.
PURPOSE: ELECTRIC DISTRIBUTION LINE FACILITIES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: AUGUST 25, 2011
RECORDING NO.: 201108250440

14. DISTRIBUTION EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND
FRONTIER COMMUNICATIONS NORTHWEST INC.
PURPOSE: ELECTRIC DISTRIBUTION LINE FACILITIES
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: APRIL 13, 2016
RECORDING NO.: 201604130562

15. UNRECORDED LEASE:

LESSOR: CITY OF EVERETT, A MUNICIPAL CORPORATION
LESSEE: ALDERWOOD WATER DISTRICT
DISCLOSED BY: EASEMENT RECORDED UNDER RECORDING NUMBER 9111060276

16. UNRECORDED LEASE:

LESSOR: CITY OF EVERETT, A MUNICIPAL CORPORATION
LESSEE: T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY
DATE: APRIL 8, 1998
DISCLOSED BY: MEMORANDUM OF SECOND ADDENDUM TO COMMUNICATIONS
ANTENNA SITE LEASE AGREEMENT RECORDED UNDER RECORDING
NUMBER 201406050276

SCHEDULE A
(Continued)

17. MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT:

BY AND BETWEEN: T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY AND
CCTMO LLC, A DELAWARE LIMITED LIABILITY COMPANY
DATED: AUGUST 28, 2014
RECORDED: OCTOBER 30, 2014
RECORDING NO.: 201410300335

18. UNRECORDED LEASEHOLDS, IF ANY; RIGHTS 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 TERM.

THE FOLLOWING MATTERS AFFECT PARCEL B:

19. THE LAND HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT, HOWEVER, IT WILL BECOME TAXABLE FROM THE DATE OF EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR.

TAX ACCOUNT NO. 003929 003 001 02.

20. LIABILITY, IF ANY, FOR PERSONAL PROPERTY TAXES PURSUANT TO R.C.W. 84.56.070 WHEREIN NO CONVEYANCE CAN BE MADE WITHOUT PREPAYMENT OF SAID TAX, INCLUDING ADVANCE TAX. ALL QUESTIONS SHOULD BE DIRECTED TO THE SNOHOMISH COUNTY PERSONAL PROPERTY TAX DEPARTMENT AT (425) 388-3350, (425) 388-3307 OR (425) 388-3301.

21. RESTRICTIONS AND OTHER MATTERS CONTAINED IN DEED.

RECORDED: SEPTEMBER 27, 1926
RECORDING NO.: 388748

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL A:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 858 FEET;
THENCE WEST 1125.88 FEET;
THENCE NORTH 858 FEET;
THENCE EAST 1125.88 FEET TO THE POINT OF BEGINNING;

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 89°40'27" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE SOUTH 49°18'47" EAST 130.12 FEET;
THENCE SOUTH 42°05'25" EAST FOR 224.47 TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;
THENCE NORTH 0°25'23" EAST ALONG SAID EAST LINE FOR 250.0 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE SE CORNER OF LOT 1, BLOCK 3, BEVERLY HILLS DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 78, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

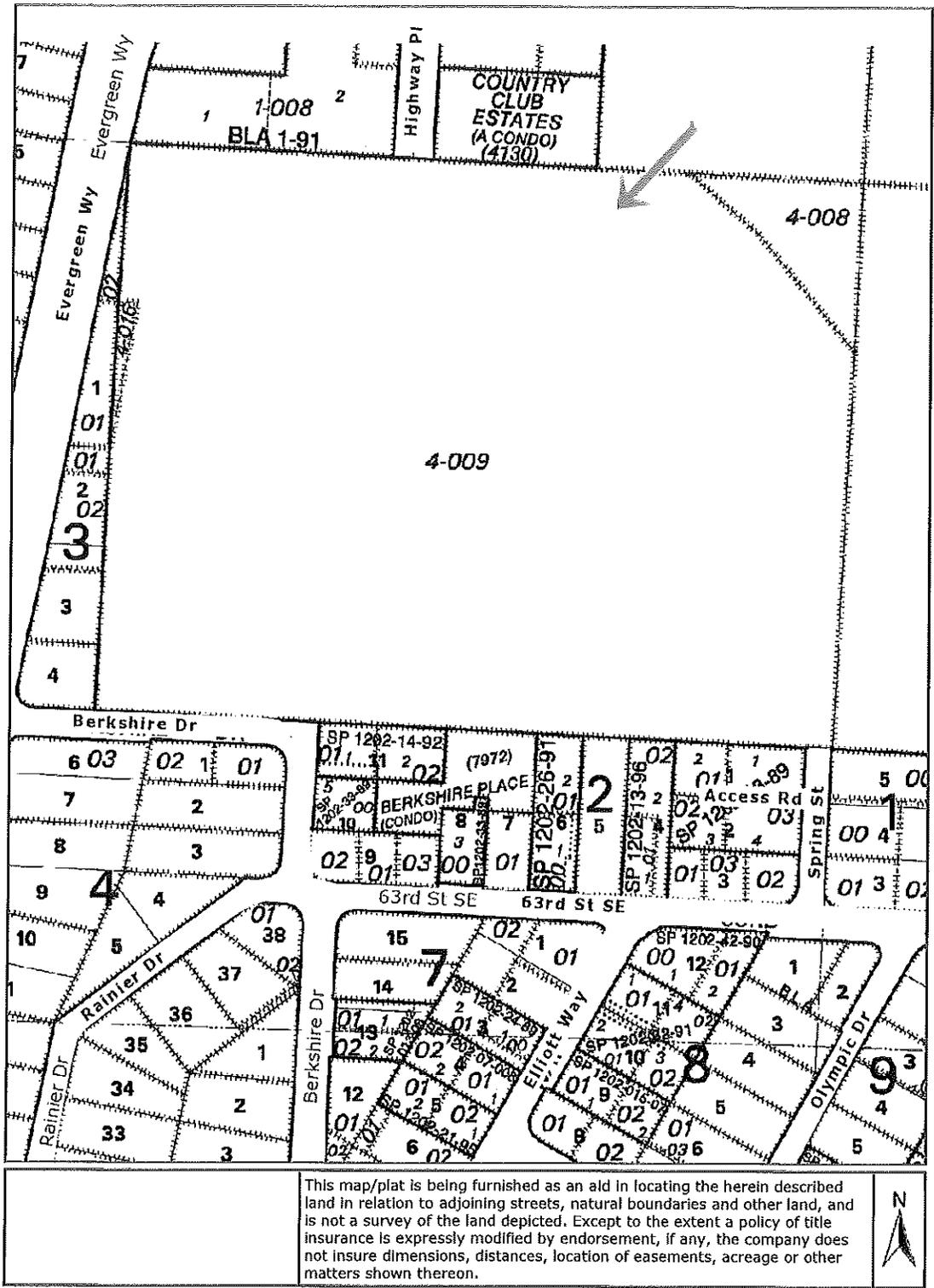
THENCE NORTHEASTERLY PARALLEL TO THE WEST BOUNDARY OF SAID LOT 1 FOR 227.25 FEET;
THENCE WESTERLY, PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1 TO THE EAST BOUNDARY OF SAID LOT 1;
THENCE SOUTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF LOT 1, BLOCK 3 OF BEVERLY HILLS – DIVISION NO. 2, RECORDED IN VOLUME 10 OF PLATS, PAGE 78, RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3 OF SAID PLAT;
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID LOT 1 A DISTANCE OF 224.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING A DISTANCE OF 224.75 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF SAID LOT 1;
THENCE SOUTHWESTERLY ALONG THE WEST BOUNDARY OF SAID LOT 1 A DISTANCE OF 227.25 FEET;
THENCE EASTERLY PARALLEL TO THE SOUTH BOUNDARY OF SAID LOT 1 A DISTANCE OF 33.40 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF EVERETT, COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



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.



Everett Improvement Company,
a Washington Corporation

City of Everett

File No. 316682

Inst. W D

Dated, January 22, 1923

Filed, Jun 7, 1923 at 3:05 P M

Consd. \$10 and other

G. Wds. G S C & T

GRANTORS

GRANTEES

Description

223105

Beginning at the quarter corner on the east side of Section 6 in Twp 28 North of Range 5 East, W.M. thence westerly and following the south line of the NE 1/4 of said section 6 in Twp and Range aforesaid, for 1756.68 feet to true place of beginning; thence continuing west on the same straight line for 710 feet; thence south in a straight line, parallel to, the east boundary of the SW 1/4 of the NE 1/4 of said section 6 extended southerly, for 858 feet; thence east in a straight line parallel to the north boundary of the NW 1/4 of the SE 1/4 of said section 6, for 710 feet; thence north in a straight line for 858 feet, to the true place of beginning, containing 13.98 acres.

(\$4.50 in revenue stamps)

(Corp seal)

Everett Improvement Company, Inc
By J.A. Coleman, President
Attest: Edward C. Mony, Secretary

COMPARED

Mony

Covenants,

Witnesses 00

34637

Acknowledged January 22, 1923 by J.A. Coleman Pres and Edward C. Mony Sec before John R. Dally N.P for S of W residing at Everett (S) (Corp ack)

William C. ...

County Auditor By *W. H. ...*

Deputy Auditor

316666

Everett Country Club Land Co.
City of Everett

WARRANTY DEED

EVERETT COUNTRY CLUB LAND COMPANY, a Corporation, created by virtue of and existing under the laws of the State of Washington, for and in consideration of the sum of three thousand two hundred seventy-six and no/100 dollars (\$3276.00) and other good and valuable considerations, to it in hand paid by CITY OF EVERETT, a Municipal Corporation, the receipt whereof is hereby acknowledged, has granted, sold, conveyed and transferred, and by these presents does grant, sell, convey and transfer and covenant to warrant and defend unto the said CITY OF EVERETT, a Municipal Corporation, its heirs and assigns forever, the following described real estate, situate in the County of Snohomish, in the State of Washington, to-wit:

Beginning at the quarter corner on the East side of Section Six (6), in Township Twenty-eight (28), North, Range Five (5), East, W.M.; thence Westerly and following the South line of said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6), in Township and Range aforesaid, for thirteen hundred forty and eight-tenths (1340.8) feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6), to the true place of beginning; thence continuing on the same straight line for four hundred fifteen and eighty-eight hundredths (415.88) feet; thence South in a straight line parallel to the East boundary of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6) for eight hundred and fifty-eight (858.00) feet; thence East in a straight line parallel to the North boundary at the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Six (6) for four hundred fifteen and eighty-eight hundredths (415.88) feet; thence North in a straight line for eight hundred and fifty-eight (858.00) feet to the true place of beginning, containing eight and nineteen one-hundredths (8.19) acres.

The Everett Country Club Land Company reserves to the Everett Golf and Country Club as its lessee the right to use so much of said land as the city may not be using, and during the time the said Country Club is using said land it agrees to maintain the grounds in neat and presentable condition.

The said Everett Country Club Land Company also grants The City of Everett an easement upon a strip of land twenty (20) feet wide along the North side of a line described as follows:

From the 1/4 Cor. on the East Boundary of Sec. 6, Twp. 28 N.E. 5 S.W.M. run West along the S & W 1/4 line said Sec. 6, a distance of 30.0 feet to the true point of beginning; thence continuing West on the same straight line 1756.88 feet.

The said easement is for the purpose of constructing, operating, and maintaining a pole line for power and telephone purposes upon said strip of land, and for no other purpose and of entering upon said land for the purpose of making repairs to said line and shall continue for so long a time as said Everett wishes to maintain a pole line thereon.

As a part of the consideration for the conveyance, the said City by accepting this deed does hereby grant, without charge, to said Everett Country Club Land Company, for the use of said Everett Golf & Country Club, as much waste water from the said City's Reservoir No. 3, which is to be erected, as it may desire to use, together with the right to lay pipes across said land in locations satisfactory to the Water Supt. of said City, through which to conduct said water, and with the further right to erect, operate and maintain on said land, a pump with a house to enclose it, these rights to continue in perpetuity.

IN WITNESS WHEREOF, The said Everett Country Club Land Company, a corporation, in pursuance and by virtue and authority of a resolution of its Board of Trustees, has caused these presents to be signed by its President, and its corporate seal, attested by its Secretary, to be hereunto affixed, this 23rd day of March, 1923.

Signed, sealed and delivered
in the presence of
Everett County Clerk (Land Company)
{ Incorporated Dec. 1919
Everett, Washington. }

EVERETT COUNTY CLUB LAND COMPANY
By D.M. Clough Pres.
Attest: L.L. Crosby Sec'y.

O.K. as to form
R.J. Farnsworth, City Attorney
State of Washington.
County of Snohomish. ss. (\$5.50 Revenue Stamps Cancelled.)

On this 23rd day of March, 1923, before me personally appeared D.M. Clough, to me known to be the President and L.L. Crosby, to me known to be the Secretary of the Everett County Club Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

(J. A. Norway)
(N. P. Seal)
(Com. Expires)
(Dec. 25, 1924)

J. A. Norway
Notary Public in and for the State of
Washington, residing at Everett, Snohomish County.

Filed for record at request of City Treasurer on Jan. 7, 1923 at 3:11 P.M.

Adrian K. ...

County Auditor By *L. M. Toland*

Deputy Auditor

Adrian B. Albert

County Auditor By

J. H. Johnson

Deputy Auditor

31667
Everett Improvement Co.
The City of Everett

AGREEMENT

The city of EVERETT is constructing and expects to maintain a Reservoir, known as Reservoir #3, on the northwest quarter of the southeast quarter, of Section six, Township twenty-eight, north of Range five east, W.M., in Snohomish county, in the state of Washington. Pigeon Creek #1 flows through the northwest quarter of the southeast quarter and the southwest quarter of the northeast quarter and the southeast quarter of the northwest quarter, and Government Lot three in the northeast quarter of the northwest quarter of said Section.

THE EVERETT IMPROVEMENT COMPANY, for a valuable consideration, so far as its interest in or ownership of said lands is concerned, consents that, to the extent that said Creek can without overflowing its banks or damaging lands adjoining or adjacent to said Creek, the said city may, without charge, perpetually, convey into said Creek waste water from said reservoir.

Dated this 23rd day of March, 1923.

{ Everett Improvement Co. }
{ Incorporated April 1909 }
{ Everett, Wash. }

EVERETT IMPROVEMENT COMPANY.
By: J.A. Coleman, Its President.
Attest: Edward C. Momy, Its Secretary

State of Washington, ss.
County of Snohomish.

THIS IS TO CERTIFY that before me the undersigned, a Notary Public in and for the state of

Washington, duly commissioned and sworn, personally appeared J.A. Colson, to me known to be President, and Edward C. Momy, to me known to be Secretary, of EVERETT IMPROVEMENT COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 23rd day of March, 1925.

(W. M. Jenkins } (Seal)
(N. P. Seal }
(Com. Expires }
(Aug. 10, 1925 }

W. M. Jenkins
Notary Public in and for the state of
Washington, residing at Everett.

Filed for record at request of City Treasurer on Jan. 7, 1925 at 5:10 P.M.

Adrian P. ...

County Auditor By *L. M. Doland*

Deputy Auditor

William J. ...

County Auditor By *L. H. ...*

Deputy Auditor

316666

Everett Country Club Land Co.
City of Everett

WARRANTY DEED

EVERETT COUNTRY CLUB LAND COMPANY, a Corporation, created by virtue of and existing under the laws of the State of Washington, for and in consideration of the sum of three thousand two hundred seventy-six and no/100 dollars (\$3276.00) and other good and valuable considerations, to it in hand paid by CITY OF EVERETT, a Municipal Corporation, the receipt whereof is hereby acknowledged, has granted, sold, conveyed and transferred, and by these presents does grant, sell, convey and transfer and covenant to warrant and defend unto the said CITY OF EVERETT, a Municipal Corporation, its heirs and assigns forever, the following described real estate, situate in the County of Snohomish, in the State of Washington, to-wit:

Beginning at the quarter corner on the East side of Section Six (6), in Township Twenty-eight (28), North, Range Five (5), East, W.M.; Thence Westerly and following the South Line of said Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6), in Township and Range aforesaid, for thirteen hundred forty and eight-tenths (1340.8) feet to the Southwest corner of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6), to the true place of beginning; thence continuing on the same straight line for four hundred fifteen and eighty-eight hundredths (415.88) feet; thence South in a straight line parallel to the East boundary of the Southwest quarter of the Northeast quarter (SW $\frac{1}{4}$ of NE $\frac{1}{4}$) of said Section Six (6) for eight hundred and fifty-eight (858.00) feet; thence East in a straight line parallel to the North boundary at the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Six (6) for four hundred fifteen and eighty-eight hundredths (415.88) feet; thence North in a straight line for eight hundred and fifty-eight (858.00) feet to the true place of beginning, containing eight and nineteen one-hundredths (8.19) acres.

The Everett Country Club Land Company reserves to the Everett Golf and Country Club as its lessee the right to use so much of said land as the city may not be using, and during the time the said Country Club is using said land it agrees to maintain the grounds in neat and presentable condition.

The said Everett Country Club Land Company also grants The City of Everett an easement upon a strip of land twenty (20) feet wide along the North side of a line described as follows:

From the 1/4 Cor. on the East Boundary of Sec. 6, Twp. 28 N.R. 5 E.W.M. run West along the E & W 1/4 line said Sec. 6, a distance of 30.0 feet to the true point of beginning; thence continuing West on the same straight line 1736.88 feet.

The said easement is for the purpose of constructing, operating, and maintaining a pole line for power and telephone purposes upon said strip of land, and for no other purpose and of entering upon said land for the purpose of making repairs to said line and shall continue for so long a time as said Everett wishes to maintain a pole line thereon.

As a part of the consideration for the conveyance, the said City by accepting this deed does hereby grant, without charge, to said Everett Country Club Land Company, for the use of said Everett Golf & Country Club, as much waste water from the said City's Reservoir No. 3, which is to be erected, as it may desire to use, together with the right to lay pipes across said land in locations satisfactory to the Water Dept. of said City, through which to conduct said water, and with the further right to erect, operate and maintain on said land, a pump with a house to enclose it, these rights to continue in perpetuity.

IN WITNESS WHEREOF, The said Everett Country Club Land Company, a corporation, in pursuance and by virtue and authority of a resolution of its Board of Trustees, has caused these presents to be signed by its President, and its corporate seal, attested by its Secretary, to be hereunto affixed, this 23rd day of March, 1925.

Signed, sealed and delivered
in the presence of
{ Everett County Club (Ltd) Company }
{ Incorporated Seal, 1919 }
{ Everett, Washington. }

EVERETT COUNTY CLUB LAND COMPANY
By D.M. Clough Pres.
Attent: L.L. Crosby Sec'y.

G.K. as to form
R.J. Pennessett, City Attorney
State of Washington
County of Snohomish. Iss. (\$3.50 Revenue Stamps Cancelled.)

On this 25th day of March 1923 before me personally appeared D.M. Clough, to me known to be the President and L.L. Crosby, to me known to be the Secretary of the Everett County Club Land Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

{ J. A. Norway }
{ N. P. Seal }
{ Com. Expires }
{ Dec. 25, 1924 }

J. A. Norway
Notary Public in and for The State of
Washington, residing at Everett, Snohomish County.

Filed for record at request of City Treasurer on Jan. 7, 1923 at 3:14 P.M.

Alvin...

County Auditor By *L.M. Wood*

Deputy Auditor

497343
City of Everett
to
Puget Sound Power & Light Company

EASEMENT

THIS INSTRUMENT, made this 19th day of March A.D. 1931 between THE CITY OF EVERETT, A MUNICIPAL CORPORATION hereinafter called the Grantor, party of the first part, and PUGET SOUND POWER & LIGHT COMPANY, a Massachusetts corporation, hereinafter called the Grantee, party of the second part, WITNESSETH:

That the Grantor, for and in consideration of the sum of One and no/100 Dollars, (\$1.00) paid by the Grantee to the Grantor, receipt whereof is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to construct, erect, alter, improve, repair, operate and maintain ^{an electric} transmission and distribution line, consisting of a single line of poles, with necessary braces, guys and anchors, and to place upon or suspend from such poles transmission, distribution and signal wires, insulators, cross-arms, transformers, and other necessary or convenient appurtenances, across, over and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

Beginning at the East Quarter Corner of Sec. 6, Twp. 28 N., R. 5 E.W.M; thence westerly and following the south line of S.E. 1/4 of N.E. 1/4 of Sec. 6, Twp. 28 N. R. 5 E. for 1340.8 ft. to true point of beginning; thence continue on the same straight line for 1125.88 ft; thence south in a straight line parallel to the east boundary of the N.W. 1/4 of the S.E. 1/4 of said Section 6, for 258 ft; thence East in a straight line parallel to the North boundary of said N.W. 1/4 of S.E. 1/4 of Section 6, for 1125.88 ft; thence North in a straight line for 358 ft. to true point of beginning. All of the above described land is in the N.W. 1/4 of the S.E. 1/4 of Sec. 6, Twp. 28 N., R. 5 E.W.M. The center line of said transmission and distribution line to be located as follows:

As now located approximately 25 ft. West of and parallel to the East line and approximately 3 ft. south of and parallel to the North line of the above described tract, or as may hereafter be relocated by mutual consent of the parties hereto. Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said poles, wires and appurtenances from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut all brush and timber, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line.

The Grantor, its successors or assigns, covenants and agrees that it will not 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 and be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, the party of the first part has signed and executed this instrument the day and year first above written.

{THE CITY OF EVERETT}
{State of Washington}
{Corporate SEAL

City of Everett
By N.D. Martin Mayor

Attest:
J. A. Varley City Clerk

STATE OF WASHINGTON, }
County of Snohomish } ss.

On this 19 day of March, A.D. 1931, before me personally appeared N.D. Martin to me known to be the Mayor and J.A. Varley, to me known to be the City Clerk of the corporation that executed the within and foregoing instrument, and each acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

{Fred Bushfield}
{N. P. Seal
{Com. Expires
{Jan. 2, 1935

Fred Bushfield
Notary Public in and for the State of
Washington, residing at Everett

Filed for records at request of Puget Sound Power & Lt. Co., on Mar. 26, 1931, at 4:50 P.M.
County Auditor By _____ Deputy Auditor

EASEMENT FOR UNDERGROUND AND OVERHEAD

E-4753
60

THIS INSTRUMENT, made this 8th day of November, A D 1972.

to wem. City of Everett, A Municipal Corporation

hereinafter called the Grantor, party of the first part, PUBLIC UTILITY DISTRICT NO. 1 of SNOHOMISH COUNTY

hereinafter called the Grantee, party of the second part, and

hereinafter called the Mortgagee, party of the third part, WITNESSETH:

That the Grantor, for and in consideration of the sum of One and no/100

Dollars (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby

conveys and grants to the Grantee, his successors and assigns and its permittees and licensees the right, or privilege,

and authority to construct, erect, alter, improve, repair, operate and maintain an underground and/or overhead

transmission line, consisting of transmission and distribution wires, transformers, pedestals, telephones com-

ponents, wires, and other necessary or convenient appurtenances, cables, poles and upon the following described

lands and premises situated in the County of Snohomish State of Washington, To-wit:

That portion of the northwest quarter of the southeast quarter of Section 6, Township 28 North, Range 3 East, N.M., described as follows:

Beginning at the northeast corner of said northwest quarter of the southeast quarter; thence south 638 feet; thence west 1125.88 feet; thence north 658 feet; thence east 1125.88 feet to the point of beginning; LESS a tract of .14 acres in the west side, and less a tract containing .68 acres in the northeast corner of said property.

**NO SALES TAX
REQUIRED**

DEC 22 1972

062805-4-009-0000

[Signature]
Deputy

The center line of said transmission and distribution line to be located as follows:

As now staked and located or as hereafter may be relocated or extended by mutual consent of the parties hereto.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantee, 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 shall have to cut all brush and limb v, and trim all trees standing or growing upon said lands which, in the opinion of the Grantee, constitute a menace or danger to said line

The Grantee and the heirs, successors or assigns of Grantee severally and agree not to do any blasting or discharge any explosive within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, the 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, the 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

Any mortgages on said land held by the Mortgagee is hereby subordinated to the rights hereto granted to the Grantee, and to all other persons the said mortgages shall remain unimpared.

An INSTRUMENT WHEREOF, this instrument has been executed the day and year first above written.

[Signatures]
CITY OF EVERETT
OFFICIAL RECORDS
VOL 634 PAGE 573

STATE OF WASHINGTON,
COUNTY OF

I, the undersigned, a Notary Public, do hereby certify that on this 2d day of November, 1934, personally appeared before me _____ and _____

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

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

STATE OF WASHINGTON,
COUNTY OF

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

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

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

(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON,
COUNTY OF Spokane

On this 2d day of March, A. D. 1934, before me personally appeared Robert C. Anderson to me known to be the Mayor of the City of Everett Municipal Corporation, and the corporation that executed the within and foregoing instrument, and each acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each so acknowledged to execute said instrument, and that the seal affixed to the corporate act of said corporation.

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

Robert C. Anderson
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Spokane



RECORDS SECTION
CITY OF EVERETT
MAY 19 1934

OFFICE OF THE CLERK OF SUPERIOR COURT
CITY OF EVERETT, WASHINGTON
RECORDS SECTION
MAY 19 1934

OFFICIAL RECORDS
MAY 19 1934

RECORDED
INDEXED
180 Nov 307

DISTRIBUTION EASEMENT
Underground and/or Overhead

E 22560
6 6 T 28 R 5

8811040278

THIS INDENTURE made this 20th day of October, 1968, between
City of Everett, a Municipal Corporation

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

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

The North 8 feet of the following described property:
All of that portion of the Northwest 1/4 of the Southeast 1/4 of Section 6,
Township 28 North, Range 5 East, W.M., more particularly described as follows:
Beginning at the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of
Section 6, Township 28 North, Range 5 East, W.M., thence South for a distance of
858 feet; thence West for a distance of 1125.88 feet; thence North for a distance
of 858 feet; thence East for a distance of 1125.88 feet to the True Point of
Beginning;

EXCEPT for that portion of the Northwest 1/4 of the Southeast 1/4 of Section 6,
Township 28 North, Range 5 East, W.M., described as follows:
Beginning at the Northeast corner of said Northwest 1/4 of the Southeast 1/4;
thence N89°40'27"W along the North line of said Northwest 1/4 of the Southeast 1/4
for 250.97 feet; thence S49°18'47"E for 130.12 feet; thence S42°05'25"E for 224.47
feet to the East line of said Northwest 1/4 of the Southeast 1/4; thence N0°25'23"E
along said East line for 250.0 feet to the point of beginning.

Also EXCEPT all of Block 3, Beverly Hills Division No. 2, according to plat thereof
recorded in Volume 10 of Plats, page 78, records of Snohomish County, Washington.

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

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

A strip of land 10 feet in width lying 5 feet on each side of the following
described centerline:

Commencing at the Northeast corner of the above-described property; thence
N89°40'27"W along the North line of said Northwest 1/4 of the Southeast 1/4
for a distance of 235.91 feet to the True Point of Beginning; thence South
for a distance of 8 feet to the terminus of said Centerline.

Note: City of Everett may take electrical distribution service from the
above-described underground vault location.

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

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

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

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

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land hereinafter
described, and that Grantor has full power to sell and convey same, that Grantor has full and clear title to same, free from all
mortgages, liens, claims, taxes, and other encumbrances, and that Grantor will forever warrant and defend the title to and enjoyment of the same to the Grantee, its heirs, successors and assigns, 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.

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

CITY OF EVERETT

BY: [Signature]
MAYOR

BY: [Signature]
CITY CLERK

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

8811040278

VOL. 2185 PAGE 1391

NOV 11 1968
[Signature]

State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of Strom

I certify that I know or have satisfactory evidence that William E. Moore and

ELaine Moschilli

signed this instrument and acknowledged

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

Dated 10/24/88

Signature of Notary Public [Signature]

Title NOTARY PUBLIC

My appointment expires 9-5-89

(Seal or Stamp)

State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

County of Strom

I certify that I know or have satisfactory evidence that William E. Moore and

ELaine Moschilli

signed this instrument and acknowledged

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

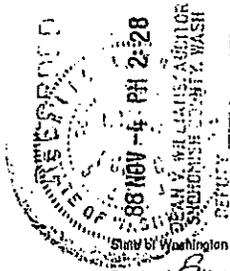
Dated _____

Signature of Notary Public _____

Title NOTARY PUBLIC

My appointment expires _____

(Seal or Stamp)



(REPRESENTATIVE ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that William E. Moore and

ELaine Moschilli

signed this instrument, on oath stated that (he, she, they) (was,

were) authorized to execute the instrument and acknowledged it as the Attorney

(Officer, Trustee, President, etc.)

and CITY CLERK of CITY OF BURLINGAME

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

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

Dated 10-24-88

Signature of Notary Public [Signature]

Title NOTARY PUBLIC

My appointment expires 5/24/92

(Seal or Stamp)



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

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

W.O. NO. 120608/074915
EASEMENT
FROM CITY OF EVERETT
TO
PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

1100 Rev 3/87

DISTRIBUTION EASEMENT
Underground and/or Overhead

E - 22787
S - 6 T - 28 R - 5 4-009

THIS INDENTURE made this 10 day of JANUARY, 19 89, between
City of Everett, a municipal corporation

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:

That portion of the Northwest quarter of the Southeast quarter of Section 6,
Township 28 North, Range 5 East, W.M., described as follows:

Beginning at the quarter corner on the East side of Section 6, Township 28
North, Range 5 East, W.M.; THENCE Westerly and following the South line of
the Northeast quarter of said Section 6 in Township and Range aforesaid,
for 1756.68 feet to True Place of Beginning; THENCE continuing West on the
same straight line for 710 feet; THENCE South in a straight line, parallel
to, the East boundary of the Southwest quarter of the Northeast quarter of
said Section 6 extended Southerly, for 858 feet; THENCE East in a straight
line parallel to the North boundary of the Northwest quarter of the Southeast
quarter of said Section 6, for 710 feet; THENCE North in a straight line for
858 feet, to the True Place of Beginning.

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

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

That portion of the above-described property being a strip of land 10 feet
in width lying 5 feet on each side of the centerline of the electrical
facilities situated therein and located approximately as shown in red on
Exhibit "A" attached hereto and by reference made a part hereof.

NO EXCISE TAX
REQUIRED

FEB '9 1989

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

KAREN SLYVIA, Snohomish County Treasurer
K. B. ...
Treasurer

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 ex-
plosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its
successors or assigns, of intention so to do.

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

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

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

CITY OF EVERETT

[Signature]

MAYOR

BY: [Signature]
CITY CLERK

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

8902090256

8902090256

VOL. 22 (PAGE) 129

State of Washington **INDIVIDUAL ACKNOWLEDGEMENT**

County of _____

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

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

Dated _____

Signature of Notary Public _____

(Seal or Stamp)

Title NOTARY PUBLIC

My appointment expires _____

State of Washington **INDIVIDUAL ACKNOWLEDGEMENT**

County of _____

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

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

Dated _____

Signature of Notary Public _____

(Seal or Stamp)

Title NOTARY PUBLIC

My appointment expires _____

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington

County of Snohomish

I certify that I know or have satisfactory evidence that William E. Moore and Elaine Moschilli signed this instrument, on oath stated that (he, she, they) (was, were) authorized to execute the instrument and acknowledged it as the Mayor

(Officer, Trustee, President, etc.)

and City Clerk of the City of Everett, Washington.

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

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

Dated _____, January 10, 1989

Signature of Notary Public [Signature]

(Seal or Stamp)

Title NOTARY PUBLIC

My appointment expires 9-5-89



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

RETURN TO:

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

TO
PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

FROM
City of Everett

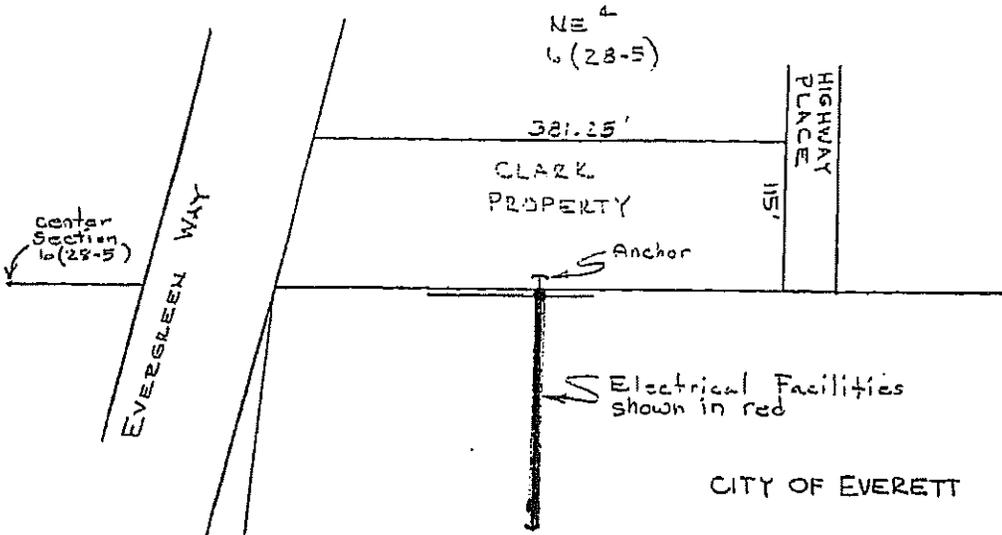
EASEMENT

W.O. NO. 13545A/078600

8902090256

VOL. 2206 PAGE 0130

EXHIBIT "A"



Center Section 16 (28-5)

EVERGREEN WAY

NE 4 L (28-5)

321.25'

CLARK PROPERTY

HIGHWAY PLACE

115'

Anchor

Electrical Facilities shown in red

CITY OF EVERETT

SE 4 L (28-5)



89 FEB -9 PM 1:36

CLARK PROPERTY
EVERETT, WASH
PROJECT

Bobby Danielson

8902090256

VOL. 2206 PAGE 0131

EASEMENT
(NON-STANDARD)

92000116

THIS INDENTURE made this 7th day of September, 1991, between
The City of Everett, a municipal corporation as Lessor; and Alderwood Water District, as Lessee

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

In Section 6, Township 28 North, Range 5 East, W.M., Snohomish County, Washington, described as follows:

Beginning at the East quarter corner of said Section 6; THENCE Westerly along the South line of the Northeast quarter of said Section 6 a distance of 2,466.68 feet to a point which is the Northwest corner of the 13.98 acre parcel owned by the City of Everett and comprising a portion of the tract known as City of Everett Reservoir No. 3 Site, (recorded June 7, 1923 in Book 129 of Deeds, page 511) and which point lies on the Easterly boundary of Washington Primary State Highway No. 1; THENCE Southerly along the Easterly boundary of said Washington Primary State Highway No. 1 a distance of 45 feet to the True Point of Beginning; THENCE turning an angle of 90° left; THENCE Easterly a distance of 190 feet; THENCE turn an angle of 90° right; THENCE Southerly and parallel to the Easterly boundary of said Washington Primary State Highway No. 1 a distance of 184.54 feet; THENCE North 79°56'07" West, 125.78 feet, more or less, to a Southern corner of the Reservoir No. 3 property; THENCE North 87°49'50" West, 64.94 feet, more or less, to the East margin of State Highway 99; THENCE North 10°41'41" East along the Easterly margin of said State Highway 99 a distance of 195.55 feet, more or less, to the True Point of Beginning.

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

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

The above-described property, lying outside all existing easements, and operated by Alderwood Water District or the City of Everett).

NO EXCISE TAX
REQUIRED

NOV 6 1991

KIRKE SIEVERS, Snohomish County Treasurer
By: KIRKE SIEVERS

Don R. Ruffen
11-6-91

Together with the right to construct and maintain a roadway thereon for necessary ingress and egress to and from its facilities thereon, and with the right of ingress to and egress from said power line right-of-way across adjacent lands of the Grantor where such is reasonably necessary, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said facilities, and the right at any time to remove said facilities from said lands.

Also the right at all times to clear said property and keep the same clear of all brush, debris and trees; provided that Grantor reserves the right to use the lands of said power line rights of way for pasture land or the raising of crops or for roadways or for other purposes not a hazard to the said transmission or distribution lines or other facilities above described, so long as said use is subject to the rights herein granted to the Grantee and does not unreasonably interfere with the construction, erection, alteration, improvement, repair, operation and maintenance and patrolling of such transmission, distribution and other facilities, or with the reasonable access of the Grantee for such purposes.

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.

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

CITY OF EVERETT

ALDERWOOD WATER DISTRICT

BY: *[Signature]*

BY: *[Signature]*

BY: *[Signature]*

BY: *[Signature]*

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that MAYOR PETE KACH and Donna Rider

signed this instrument and acknowledged it to be ^{their} (his, her, their) free and voluntary act ^{of the City of Everett} for the uses and purposes mentioned in the instrument.

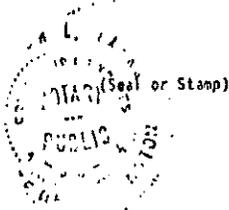
Dated 9/3/91

Signature of _____

Notary Public Sharon A. N. Jaska

Title Deputy City Clerk

My appointment expires 4/30/94



State of Washington
County of _____

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

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

Dated _____

Signature of _____

Notary Public _____

Title _____

My appointment expires _____

(Seal or Stamp)

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington
County of SNOHOMISH

I certify that I know or have satisfactory evidence that Lance F. Norton and Ray Colby signed this instrument, on oath stated that (he, she, they) (was, were) authorized to execute the instrument and acknowledged it as the Vice-President (Officer, Trustee, President, etc.) and Secretary of Alderwood Water District (Name of party on behalf of who instrument was executed)

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

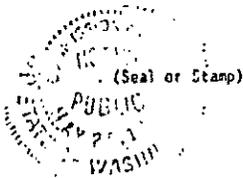
Dated June 17, 1991

Signature of _____

Notary Public Janet L. Lundquist

Title Executive Secretary

My appointment expires May 25, 1992



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

RETURN TO:
PUD NO. 1
P.O. BOX 1107
EVERETT, WASH.
98205

9111060276

VOL. 2498 PAGE 2791

EASEMENT
FROM City of Everett, et al
TO
PUBLIC UTILITY DISTRICT NO. 1
OF SNOHOMISH COUNTY

1100007

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Kelly McGill,
Manager, Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107



201604130562 3 PGS
04/13/2016 3:52pm \$75.00
SNOHOMISH COUNTY, WASHINGTON

No. 8667319 4/13/2016 3:36 PM 158.87
Thank you for your payment.
ANN

E- 53200
WO# 10000744-60 ROW# 19808 W# 21147

DISTRIBUTION EASEMENT

Grantor ("Owner"): City of Everett, a Municipal Corporation
Grantee: Public Utility District No. 1 of Snohomish County
Short Legal Description: Ptn. NW/SE of Sec. 6, Twp. 28N, Rge. 5E, W M.
Tax Parcel No: 28050600400900

THIS DISTRIBUTION EASEMENT ("Easement") is made this 3rd day of March 2016 by and between City of Everett, a Municipal Corporation ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

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"):

All that portion of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., more particularly described as follows; Beginning at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., thence South for a distance of 858 feet; thence West for a distance of 1125.88 feet; thence North for a distance of 858 feet; thence East for a distance of 1125.88 feet to the True Point of Beginning; Except that portion of the Northwest Quarter of the Southeast Quarter of Section 6, Township 28 North, Range 5 East, W. M., described as follows; Beginning at the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence North 89°40'27" West along the North line of said Northwest Quarter of the Southeast Quarter for 250.97 feet; thence South 49°18'47" East for 130.12 feet; thence South 42°05'25" East for 224.47 feet to the East line of said Northwest Quarter of the Southeast Quarter, thence North 0°25'23" East along said East line for 250.00 feet to the Point of Beginning. Also Except all of Block 3, Beverly Hills Division No. 2, according to the Plat thereof recorded in Volume 10 of Plats, page 78, records of Snohomish County, Washington.

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 underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, necessary for District use, across, over, and upon the following portion of Owner's Property (hereinafter "Easement Area"):

The North 10 feet of the East 260 feet of the West 632 feet of the above described real property.

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 District.

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, as provided for herein.

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 hazards and shall coordinate and obtain Owner's permission prior to removal of any such hazards

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 that it has the lawful right and power to sell 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

Please sign and have notarized below

By: Ray Stephanson
Mayor

Attest:
By: Sharon Tulle
City Clerk

Approved as to Form:

By: James D. Allen
City Attorney

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Ray Stephanson (is/are) the person(s) who appeared before me and said person(s) acknowledged that (he/she/they) signed this instrument on oath stated that (he/she/they) (are/is) authorized to execute the instrument and acknowledged as the Mayor of the City of Everett, to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 3rd day of March, 2016



Signature of Mariette Maychrzak
Notary Public
Print Name: MARIETTE MAYCHRZAK
Residing at: MALYSVILLE

My appointment expires MAY 19, 2018

ELECTRONICALLY RECORDED

201406050276

11

06/05/2014 10:11 AM

132.00

SNOHOMISH COUNTY, WASHINGTON

201406050276

RETURN NAME & ADDRESS

Crown Castle
1220 Augusta Dr. Ste 600
Houston, TX 77057
Attn: PEB Houston

Please print neatly or type information

Document Title(s)

Memorandum of Second Addendum to Communications Antenna Site Lease Agreement

Reference Number(s) of related documents:

Original Lease Not Recorded

Additional Reference #'s on page ____

Grantor(s) (Last, First, and Middle Initial)

City of Everett

Additional Grantors on page ____

Grantee(s) (Last, First, and Middle Initial)

T-Mobile West LLC

Additional Grantees on page ____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Section 6, Township 28 North, Range 5 East, Southeast Quarter

Complete legal on page 2-16

Assessor's Property Tax Parcel/Account Number

280506-004-009-00

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.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

WHEN RECORDED RETURN TO:

CROWN CASTLE
 1720 AUGUSTA DR. STE 600
 HOUSTON, TX 77057
 ATTN: PEP HOUSTON

Prepared by:
 Shustak & Partners, P.C.
 401 West "A" Street, Suite 2330
 San Diego, CA 92101

Space above this line for Recorder's Use

A.P.N. 280506-004-009-00

**MEMORANDUM OF SECOND ADDENDUM TO
 COMMUNICATIONS ANTENNA SITE LEASE AGREEMENT**

This Memorandum of Second Addendum to Communications Antenna Site Lease Agreement is made effective as of January 1, 2014, by and between the CITY OF EVERETT, a municipal corporation of the State of Washington, with a mailing address of 2930 Wetmore Avenue, Everett, Washington 98201 (hereinafter referred to as "City") and T-MOBILE WEST LLC, a Delaware limited liability company, by and through its attorney in fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. City and Western PCS BTA 1 Corporation ("Original Lessee") entered into a Communications Antenna Site Lease Agreement dated April 8, 1998 (the "Lease") whereby City leased to Original Lessee certain real property, together with access and utility easements, on three sites located in Snohomish County, Washington (the "Watertank Sites"), all located within certain real property owned by City ("City Property"). The individual site to which this memorandum pertains (the "Site"), which is one of the three Watertank Sites, is more particularly described on Exhibit A attached hereto.

2. Original Lessee's successor in interest, VoiceStream PCS III Corporation, entered into an Addendum to Communications Antenna Site Lease Agreement, effective December 1, 1999 (the "First Addendum").

3. T-Mobile West LLC is currently the lessee under the Lease as ultimate successor in interest to the Original Lessee.

4. The Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.

5. The Lease had an initial term that commenced on May 1, 1998 and expired on December 31, 2003. The Lease provides for two (2) extensions of five (5) years each, both of which were exercised by Lessee.

6. City and Lessee have entered into a Second Addendum to Communications Antenna Site Lease Agreement (the "Second Addendum"), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the Second Addendum, the final Renewal Term expires on December 31, 2043.

7. If requested by Lessee, City will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee in Lessee's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating a communications facility, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. City agrees to be named applicant if requested by Lessee. City shall be entitled to no further consideration with respect to any of the foregoing matters.

8. The terms, covenants and provisions of the Second Addendum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of City and Lessee.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Addendum is on file with City and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, City and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
CITY OF EVERETT,
a municipal corporation of the
State of Washington

By: Ray Stephanson
Print Name: Ray Stephanson
Title: Mayor

[Acknowledgment appears on following page]

APPROVED AS TO FORM

James D. Iles
JAMES D. ILES, City Attorney

ATTEST:

Sharon Julle
City Clerk

ALL PURPOSE ACKNOWLEDGMENT

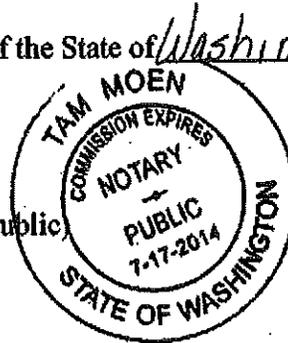
STATE OF Washington }
COUNTY OF Snohomish }

On this 12th day of May, 2014 before me TAM MOEN (notary public), personally appeared Ray Stephanson (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Tam Moen (notary public)



(NOTARY SEAL)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

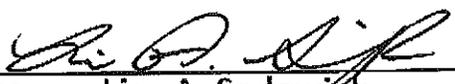
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Second Addendum to Communications Antenna Site Lease Agreement

Number of Pages _____ Date of Document _____

LESSEE:
T-MOBILE WEST LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
Its: Attorney In Fact

By: 
Print Name: Lisa A. Sedgwick
Title: RET Manager
4/3/14

[Acknowledgment appears on following page]

ALL PURPOSE ACKNOWLEDGMENT

STATE OF TEXAS }

COUNTY OF HARRIS }

On this 3 day of April, 2014 before me Carolyn T Moores (notary public), personally appeared Lisa A Sedgwick (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Carolyn T Moores (notary public)

(NOTARY SEAL)



ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of Second Addendum to Communications Antenna Site Lease Agreement

Number of Pages _____ Date of Document _____

EXHIBIT "A"**(Legal Description of City's Property)****RESERVOIR #3 SITE**

6107 Berkshire Drive -

All that portion of the Southeast quarter of Section 6, Township 28 North, Range 5 East, W.M.; described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of said Southeast quarter of said Section 6; THENCE, South a distance of 858 feet; THENCE, West a distance of 1125.88 feet; THENCE, North a distance of 858 feet; THENCE, East a distance of 1125.88 feet to the POINT OF BEGINNING.

LESS, all that portion thereof described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of said Southeast quarter of said Section 6; THENCE, South along the East line of said subdivision of said section a distance of 250 feet; THENCE, angle right 137°25' A distance of 212; THENCE, angle left 07°20' a distance of 145.40 feet to the North line of said subdivision of said section; THENCE, East along said North line to the POINT of BEGINNING, and

LESS, that portion of the afore described subdivision of said Section 6, described as follows:

BEGINNING at the Southeast corner of Lot 1, Plat of Beverly Hills Division No. 2, according to the plat thereof, recorded in Volume 10 of Plats, Page 78, records of Snohomish County, Washington, THENCE, Northeasterly parallel to the Westerly line of said Lot 1 a distance of 227.25 feet; THENCE, Westerly parallel to the Southerly line of said Lot 1 to intersect the East line of said lot; THENCE, Southerly along said East line of said lot to the Southeast corner thereof, and the POINT of BEGINNING.

Tax Account Number - 062805-4-009-0000

Lease area description within Reservoir #3 site:

Depiction on Following Sheet

EXHIBIT "A"
pg. 2 of 3

T Mobile Cell Tower
6107 Berkshire Dr.
Everett WA 98203

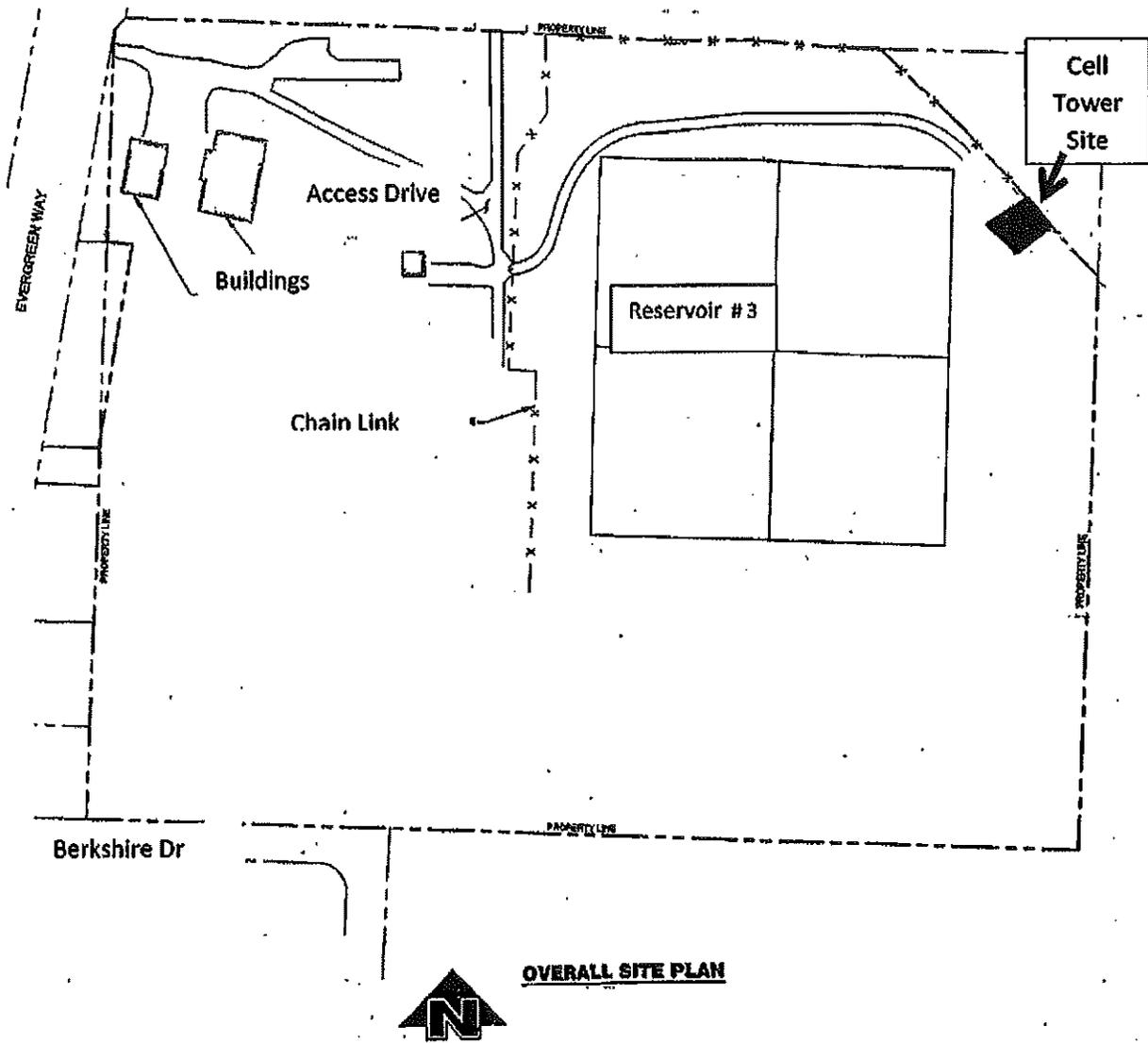
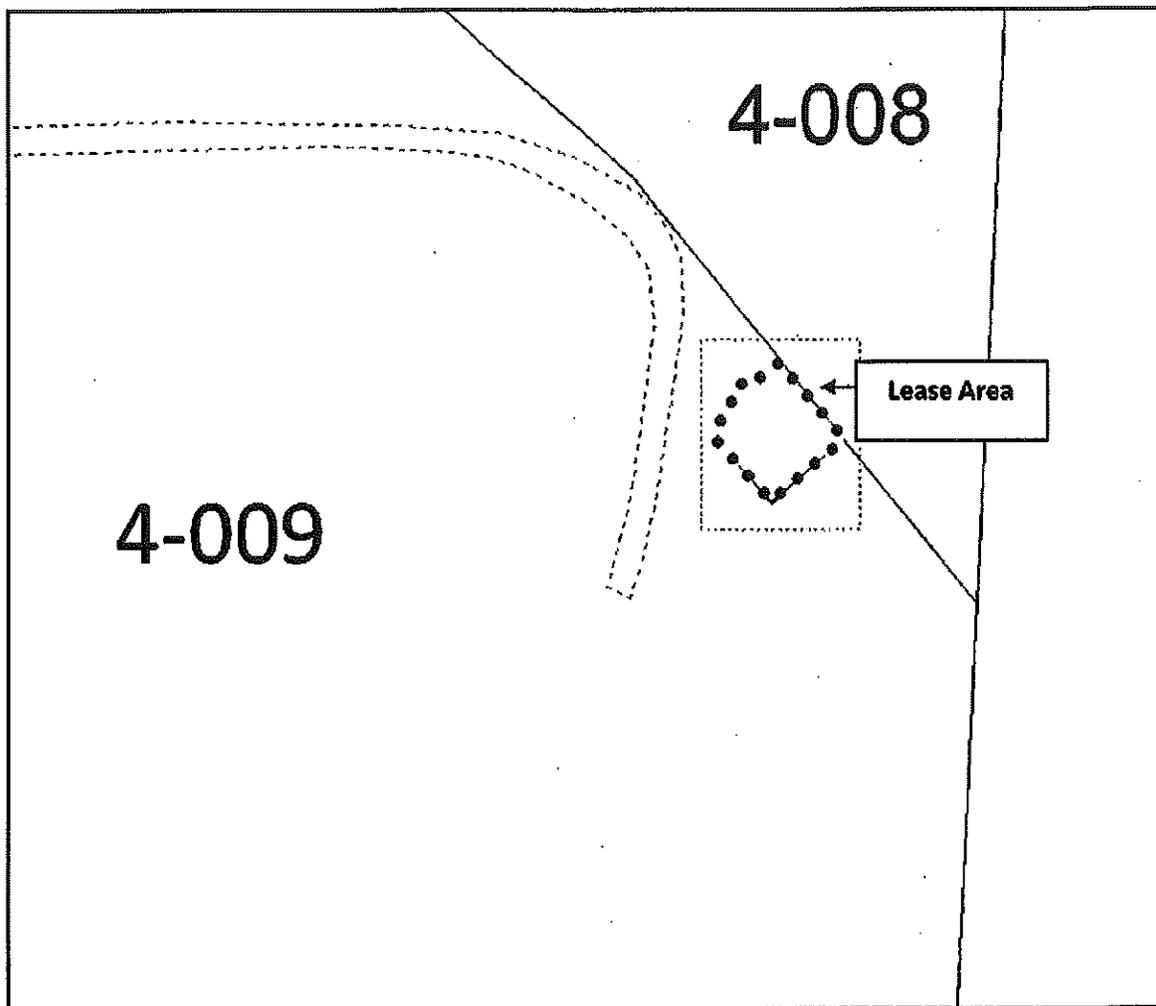


EXHIBIT "A"
pg. 3 of 3

T-Mobile Equipment
6107 Berkshire Dr.
Everett, WA 98203



**Lease area within chain link fenced compound
generally depicted above.
Total fenced area is approximately 1510 Square Feet**

ELECTRONICALLY RECORDED

201410300335

6

10/30/2014 11:46 AM

77.00

SNOHOMISH COUNTY, WASHINGTON

Return Address:
 OLD REPUBLIC TITLE
 530 South Main Street
 Suite 1031
 Akron, OH 44311

201410300335

Order # 01-13054374-01R

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must**

MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

Reference Number(s) of Documents assigned or released:

INSTRUMENT #201406050276

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

T-MOBILE WEST LLC

Grantee(s) (Last name first, then first name and initials)

Grantee: CCTMO LLC.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)PORTION OF THE NW QUARTER OF THE SE QUARTER OF SECTION 6, TOWNSHIP 28
NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON**Assessor's Property Tax Parcel/Account Number** Assessor Tax # not yet assigned

280506-004-009-00

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

**MEMORANDUM OF MASTER PREPAID LEASE
AND MANAGEMENT AGREEMENT**

THIS MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this ~~1st~~ day of ~~August~~, 2014, by and between T-MOBILE WEST LLC, a Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and CCTMO LLC, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. The City of Everett, a municipal corporation, and Western PCS BTA I Corporation ("Original T-Mobile Tenant") entered into that certain Communications Antenna Site Lease Agreement dated April 8, 1998, for certain real property as described on Exhibit A attached hereto and incorporated herein by reference (the "Land").

2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (the "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of November 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.

3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with Section 20 of the MPL.

5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.

6. This Memorandum shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination

or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.

7. T-Mobile Lessor granted to Crown a Power of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument No. 201308260266 in the recording office of the County of Snohomish, State of Washington.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

EXHIBIT "A"

A portion of the following described real property, together with easements for ingress, egress and utilities thereto:

The land referred to is situated in the County of Snohomish, City of Everett, State of Washington, and is described as follows:

That portion of the Northwest quarter of the Southeast quarter of Section 6, Township 28 North, Range 5 East, W.M., more particularly described as follows:

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 6, Township 28 North, Range 5 East, W.M.;

THENCE South, a distance of 858 feet;

THENCE West, a distance of 1,125.88 feet;

THENCE North, a distance of 858 feet;

THENCE East, a distance of 1,125.88 feet to the True Point of Beginning;

EXCEPT for that portion of the Northwest quarter of the Southeast quarter of Section 6, Township 28 North, Range 5 East, W.M., described as follows:

Beginning at the Northeast corner of said Northwest quarter of the Southeast quarter;

THENCE North 89°40'27" West, along the North line of said Northwest quarter of the Southeast quarter, 250.97 feet;

THENCE South 49°18'47" East, 130.12 feet;

THENCE South 42°05'25" East, 224.47 feet to the East line of said Northwest quarter of the Southeast quarter;

THENCE North 0°25'23" East, along said East line, 250.0 feet to the Point of Beginning;

ALSO EXCEPT all of Block 3, BEVERLY HILLS DIVISION NO. 2, according to the plat thereof recorded in Volume 10 of Plats, page 78, records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

ABBREVIATED LEGAL

Portion of the Northwest quarter of the Southeast quarter of Section 6, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington.

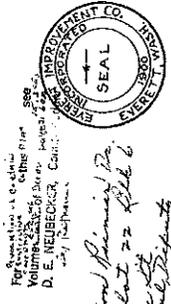
Tax Account No. 280506-004-009-00

BEVERLY HILLS - DIVISION No. 2.

SMOHOMISH COUNTY, WASH.

Scale 1 inch = 200 feet.

MASSEMER & SPENCER
Engineers.



Know All Men by these presents, that the EVERETT IMPROVEMENT COMPANY, a corporation, owner in fee simple of the above described tract of land as shown on the annexed plat of Beverly Hills, Division No. 2, hereby declares said plat and declares to the public, for the public use in perpetuity, all streets and roads shown thereon.

Dedication.

Know All Men by these presents, that the EVERETT IMPROVEMENT COMPANY, a corporation, owner in fee simple of the above described tract of land as shown on the annexed plat of Beverly Hills, Division No. 2, hereby declares said plat and declares to the public, for the public use in perpetuity, all streets and roads shown thereon.

Dated this 22nd day of April, 1925.

EVERETT IMPROVEMENT COMPANY,
By John R. Daily, 22nd Vice-President, President
By Edward C. Moser, Secretary.

Acknowledgment.

This is to certify that on this 22nd day of April, 1925 before me personally appeared John R. Daily to me known to be 22nd Vice-President, and Edward C. Moser to me known to be the Secretary of the EVERETT IMPROVEMENT COMPANY, the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be their free and voluntary act and deed of said corporation, for the uses and purposes therein expressed, and that they were authorized to execute said instrument, and that the seal of said corporation, appears on the foregoing instrument, and that the day and year first above written.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

D. Middlekauff
Notary Public in and for the State of Washington Residing at Everett.

We hereby certify that the foregoing plat of Beverly Hills - Division No. 2, is based on an actual survey, and that the courses and distances are correct; that distances are given in feet and decimals of feet; that gas pipe monuments have been placed on all lot and block corners shown upon the ground, as shown on said plat.

MASSEMER & SPENCER,
Engineers.
By C.A. Wislimer

I, John R. McKay, Treas. of Snohomish County, Wash., do hereby certify that all taxes on the above described property, have been fully paid up to and including the year 1925.

John R. McKay, Co. Treasurer

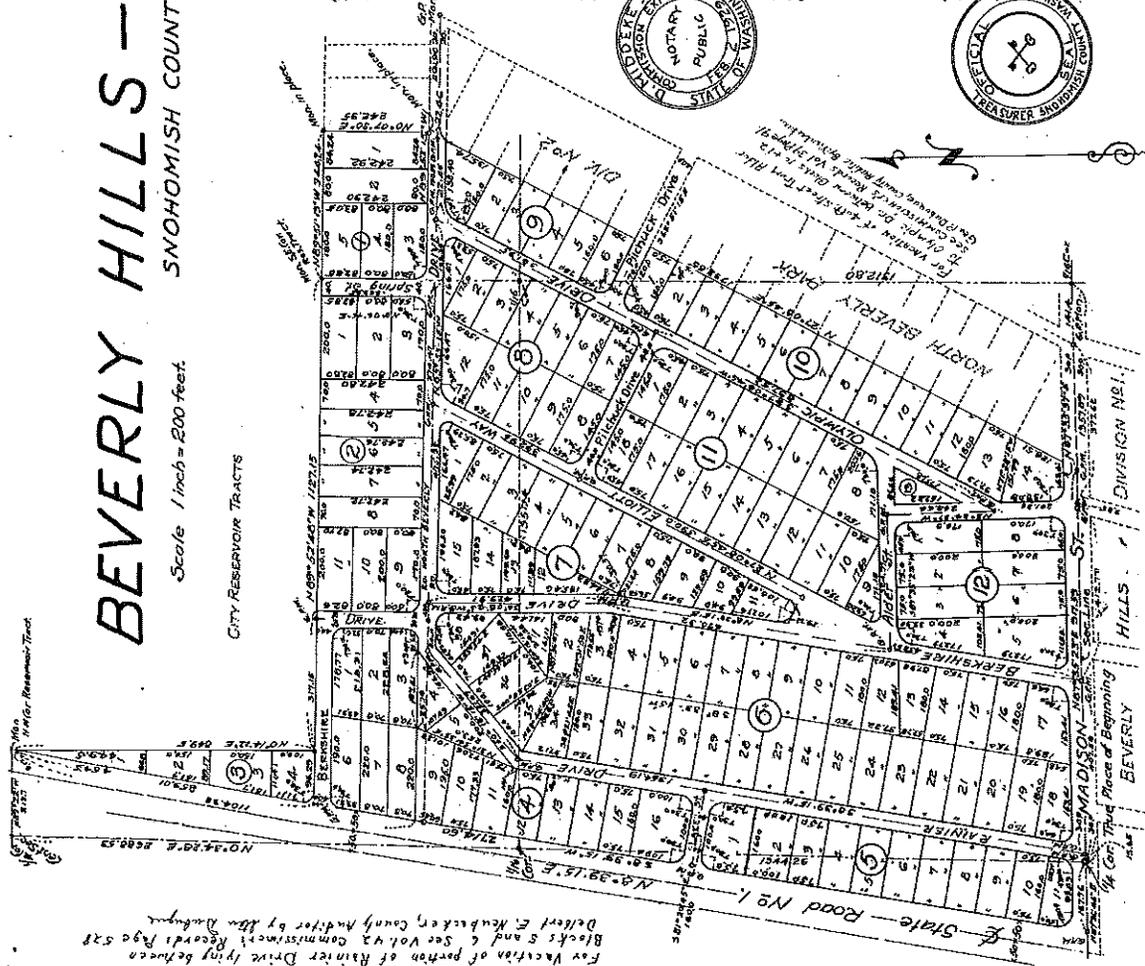
Approved by the Board of County Commissioners this 24th day of May, 1925.

Peter Hennings
Chairman Board of County Commissioners

357246
Office of County Auditor
County of Snohomish
State of Washington

Filed for record of request of D.A. Ducey, on May 21, 1925 at 2:00 minutes past 9:00 o'clock A.M. and recorded in Vol. 10 of Plats Page 128. Records of said County.
Adrian Hulbert, County Auditor

By John H. Heugasa, Deputy.



Description.

Beginning at the corner sections Six (6) and Seven (7) Township, Twenty-eight (28) North of Range five (5) East 4th M. The true place of Beginning; thence N 87° 35' 25" E 97.89 feet to Monument heretofore set of SW 1/4 Cor. Plat of North Beverly Park Div. 2; thence N 27° 08' 45" E 179.65 feet to monument in place at SW Cor. North Beverly Park Div. 2; thence N 07° 30' E 242.95 feet to monument in place at NW 1/4 Cor. Plat of North Beverly Park Div. 2; thence N 89° 31' 13" W 9.44 feet to monument in place at SE Cor. City Reservoir tract; thence N 89° 32' 48" W 127.15 feet to monument SW Cor. City Reservoir Tract; thence North 22° E 484 feet to intersection with Easterly Right-of-Way Line State Road No. 1; thence S 89° 31' 13" W 274.60 feet along easterly Right-of-Way Line of State Road No. 1 to section line bet. Secs 6 and 7 T28 N 5 E; thence N 88° 45' E 167.76 feet to 1/4 Cor.; the True Place of Beginning All in Snohomish County, Wash.

Examined and approved this 24th day of May, A.D. 1925.

Ross D. Alverston,
County Engineer.



582
✓

Everett Improvement Company
a corp

ME 23:5 2870 21 498

lay has been to the O.D.

Hannah E. Montua.

GRANTOR

GRANTEE

File No. 388748
 Inst. W.D.
 Dated, Sept 24 1926.
 Filed, Sept 27, 1926, 3:26 pm
 Consid. \$10 & other val cons.
 G. Wds. G. B. C. and T. and Cov
 W & D her h and ass f

Description

352582

Lot 1 in Block 3 of Beverly Hills, Division #2 as shown on the plat thereof filed for record in the County Auditor's office in and for said County.

This deed is made and accepted upon the following conditions subsequent: The Grantee must connect any residence now upon or that may hereafter be placed upon said land, to a concrete septic tank (or some other equal or superior device for taking care of the sewage) capable of taking care of and that will be used for taking care of the sewage from said residence, and the construction and installation of said septic tank or other device shall be subject to the inspection and approval of the Grantor and the Grantee must, so long as said residence is used as a dwelling, maintain such connection in good working order, and

Until Jan 1, 1932 in case the real estate herein described should be improved for any other purposes than for the purposes of business, then the architectural design of such building shall be subject to the approval of the Grantor before construction work shall be begun.

This deed is given pursuant to a contract dated Oct 13, 1925, and after said date the warranties of this deed shall be deemed to apply only to acts of the Grantor and shall not be deemed to include any taxes or assessments becoming due since date of said contract.

Everett Improvement Company
By J.A. Coleman, President.
Attest: Edward C. Mony, Secretary

(Corp Seal)

Ack Sept 24 1926 by J.A. Coleman, President and Edward C. Mony, Secretary of Grantor before Lewis King N.P. Everett Wn (S) (Corp ack)

Covenants

Witnesses

Acknowledged COMPARED