

1153183

# WARRANTY DEED

(STATUTORY FORM)  
(INDIVIDUAL)

VOL 571 PAGE 42

The Grantor JAS. J. TREGONING and M. E. KRONMEYER, all of the stockholders  
of record of Tregoning Industries, Inc., a dissolved Washington corporation,  
residing at Anacortes, Washington and Alderwood Manor, Washington, respectively,  
for and in consideration of NINE THOUSAND FIVE HUNDRED and no/100ths  
(\$9,500.00) Dollars in hand paid, convey and  
warrant to EDMONDS SCHOOL DISTRICT NO. 15, a municipal corporation,  
the grantee the following described real estate

A portion of Tract 4, Block 1, Plat of Alderwood Manor as recorded  
in Volume 9, page 71 of Plats, records of Snohomish County, more  
specifically described as follows:

Beginning at the most easterly corner of said Tract 4,  
on the northerly boundary of Beech Road, thence  
northwesterly along the northeast line of Tract 4,  
206.63 feet; thence west erly along the north line of  
Tract 4, 147.76 feet; thence southerly and parallel  
to the west line of Tract 4, 213.00 feet; thence  
southwesterly 53.97 feet to the corner of Tract 4;  
thence southeasterly along the southerly line of  
Tract 4, 147.88 feet to Beech Road; thence north-  
easterly 300.00 feet along the southeasterly line  
of Tract 4 to the point of beginning;



REAL ESTATE  
AMOUNT PAID 95.00  
RECEIPT NO. 35016

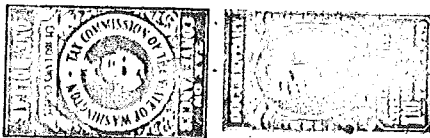
JUL 26 1955

VERNE STEVENS, Notary Public  
By [Signature] Deputy

situated in the County of Snohomish, State of Washington.

Dated July 21, A. D., 19 55

Signed in presence of



STATE OF WASHINGTON,

County of Snohomish

88.

(INDIVIDUAL ACKNOWLEDGMENT)

I, Alfred O. Holte, Notary Public in and for the State of Washington, residing  
at O. Edmonds, Washington do hereby certify that on this 21st  
day of July, 19 55, personally appeared before me  
Jas. J. Tregoning and M. E. Kronmeyer  
to me known to be the individual as described in and who executed the within instrument and acknowledged that  
they signed and sealed the same as their free and voluntary act and deed for the uses  
and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of

Filed for Record JUL 26 1955 1071

Request of A Note

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

1156588

QUIT CLAIM DEED

Deeds

331  
670  
146  
564  
114

Book of Deeds

Vol 572 Page 497

WASHINGTON  
TITLE INSURANCE  
COMPANY  
SEATTLE WASHINGTON

Mail to Edmonds

Send Tax Statement to

135

Vol 572 Page 497

FORM L56

Quit Claim Deed

THE GRANTOR, LOIS B. TREGONING, Wife of JAMES J. TREGONING, and  
BLYTHE L. KRONMEYER, Wife of M. E. KRONMEYER,  
for and in consideration of clearing cloud on title,

convey and quit claim to EDMONDS SCHOOL DISTRICT NO. 15, a Municipal  
Corporation,  
the following described real estate, situated in the County of

State of Washington:

A portion of Tract 4, Block 1, Plat of Alderwood Manor as recorded in  
Volume 9, Page 71 of Pals, records of Snohomish County, more  
specifically described as follows:

Beginning at the most easterly corner of said Tract 4, on the northerly  
boundary of Beech Road, thence northwesterly along the northeast  
line of Tract 4, 206.63 feet; thence westerly along the north line of  
Tract 4, 147.76 feet; thence southerly and parallel to the west line of  
Tract 4, 213.00 feet; thence southwesterly 53.97 feet to the corner  
of Tract 4; thence southeasterly along the southerly line of Tract 4,  
147.88 feet to Beech Road; thence northeasterly 300.00 feet along  
the southeasterly line of Tract 4 to the point of beginning.

NO SALES TAX  
REQUIRED

AUG 17 1955

VERNE CHYLES, Notary Public  
By [Signature] Deputy

Dated this 15th day of August, 1955.

Lois B. Tregoning (SEAL)  
Blythe L. Kronmeyer (SEAL)

STATE OF WASHINGTON,  
County of SNOHOMISH

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

GIVEN under my hand and official seal this 15th day of August, 1955

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

1466637

## Statutory Warranty Deed

V.L. OF  
PAGE  
RECORDED

1961 MAY 14 PM 4.02

WASHINGTON  
TITLE INSURANCE  
COMPANY

SEATTLE WASHINGTON

Mail to Hall &amp; Bennett, Attorneys

143 Fifth Ave. N.

Edmonds, Wn.

Send Tax Statement to

200

F 97917

1466637

FORM L58

## Statutory Warranty Deed

THE GRANTORS, RAYMOND WILSON, also known as Raymond E. Wilson, and  
ZOLA M. WILSON, also known as Zola N. Wilson, his wife,

for and in consideration of Three Thousand One Hundred and no/100ths (\$3,100.00)

Dollars

In hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT NO. 15 OF SNOHOMISH  
COUNTY, a municipal corporation,  
the following described real estate, situated in the County of Snohomish, State of Washington

A portion of Tract 4, Block 1, Plat of Alderwood Manor as recorded  
in Volume 9 of Plats, Page 71, Records of Snohomish County, Wash-  
ington, more specifically described as follows: Beginning at the most  
Easterly corner of said Tract 4, on the Northerly boundary of Beech  
Road; thence North 37°33'10" West along the northeast line of said  
Tract 4, 206.63 feet; thence North 88°58'40" West along the North line  
of said Tract 4, 147.76 feet to the true point of beginning; thence  
continuing along said north line 150.00 feet; thence South 1°01'20"  
West 233.00 feet to a point on the south line of said Tract 4; thence  
South 88°58'40" East along said south line 88.87 feet; thence North  
69°14'09" East, 53.97 feet; thence North 1°01'20" East, 213.00 feet  
to the point of beginning.

NO SALES TAX  
REQUIRED

JUN 14 1961

JAC. STONE

Dated this

19th

day of

May, 1961.

*Raymond E. Wilson* (SEAL)  
*Zola N. Wilson* (SEAL)

STATE OF WASHINGTON, } ss.  
County of Snohomish

On this day personally appeared before me Raymond Wilson, also known as Raymond E. Wilson,  
and Zola M. Wilson, also known as Zola N. Wilson, his wife,  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

19th

day of

May, 1961.

*Handwritten Signature*  
Notary Public in and for the State of Washington,  
residing at Edmonds.

PUGET SOUND

10

THIS SPACE RESERVED FOR RECORDER'S USE.

Filed for Record at Request of

Name  
Address  
City and State

PACIFIC NORTHWEST ESCROW CORP.  
19004 Highway 99 P.O. Box 122  
Lynden, Washington

VOL. OF  
PAGE  
REC. OF  
SNOHOMISH CO. TITLE CO.  
1962 JUN 14 AM 9:00  
D. E. NEMBECKER, AUDITOR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

Statutory Warranty Deed

Form 467-1-REV

THE GRANTOR S LEONARD J. LEE and MEARLE C. LEE, his wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT # 15

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

All that portion of Lot 3, Block 1, Alderwood Manor, according to plat thereof recorded in volume 9 of plats, page 71, described as follows: Commencing at the most Southerly corner of said Lot 3; thence North 37°33'10" West along the Southwesterly line of said Lot 3, 150 feet; thence North 52°26'50" East parallel to the Southeasterly line of said Lot for 106 feet to the true point of beginning; thence continue North 52°26'50" East for 100 feet; thence North 37°33'10" West parallel to the Northeasterly line of Lot 3 for 288.86 feet to the North line of Lot 3; thence North 88°58'40" West along North line of said Lot 3 for 127.91 feet to a point which is North 37°33'10" West from the true point of beginning; thence South 37°33'10" East 368.62 feet to the point of beginning. Situated in Snohomish County, Washington.

RESERVING UNTO the grantors herein an easement over the North-easterly 7 1/2 feet of subject property for septic tank drainfield line.

GRANTEE HEREIN agrees to plant a green belt screen of five (5) feet between property above-described and sellers' remaining property.



STATE SALES TAX

RECEIPT NO. 755709

Dated this THIRTY-FIRST JUN 13 1962

day of MAY

1962

VERNE SEYMERS, Snohomish County Treasurer  
By Charles Burley, Deputy

STATE OF WASHINGTON, ss.  
County of SNOHOMISH

Leonard J. Lee (SEAL)  
Mearle C. Lee (SEAL)

On this day personally appeared before me LEONARD J. LEE & MEARLE C. LEE to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

13 day of JUNE, 19 62  
Charles Burley  
Notary Public in and for the State of Washington,  
residing at Eyawood.

1538882

1538882

JUN 14 1962

1538882

153883

## Statutory Warranty Deed

VOL. OF  
PAGE  
RECORDED  
SNOHOMISH CO. TITLE CO.  
1962 JUN 14 AM 9:10  
D. E. REUBEN, ASHUR  
SNOHOMISH COUNTY, WASH.  
DEPUTY

WASHINGTON  
TITLE INSURANCE  
COMPANY

SEATTLE, WASHINGTON

Mail to

Send Tax Statement to

## Statutory Warranty Deed

FORM L38

THE GRANTORS

M. E. KRONMEYER, also known as Milford E. Kronmeyer, and  
BLYTHE KRONMEYER, also known as Blythe L. Kronmeyer,  
his wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS  
in hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT NO. 15

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

, State of

The East 150 feet of Lot 7 Block 1 Alderwood Manor  
according to plat thereof recorded in volume 9 of plats,  
page 71, records of Snohomish County, Washington.



REAL ESTATE SALES TAX  
AMOUNT PAID 4000  
RECEIPT NO. 55709

JUN 13 1962

VERNE SILVER, Notary Public  
BY *Charles E. Smith*  
Deputy

Dated this SIXTEENTH day of MAY 1962

*M. E. Kronmeyer* (SEAL)  
*Blythe L. Kronmeyer* (SEAL)

STATE OF WASHINGTON, } ss.  
County of SNOHOMISH

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

GIVEN under my hand and official seal this 30 day of MAY 1962.

*Don E. Deroit*  
Notary Public in and for the State of Washington,  
residing at Lynnwood.

PUGET SOUND  
TITLE INSURANCE COMPANY

3 SPACE RESERVED FOR ( ) DER'S USE

VOL. OF Deeds  
PAGE RECORDED  
REG. OF  
SNOHOMISH CO. TITLE CO.  
1962 JUN 15 AM 9:00

D. E. NEUBECKER, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY *Lester Larson*

Filed for Record at Request of

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_  
PACIFIC NORTHWEST ESCROW CORP.  
19006 Highway 99 - P. O. Box 122  
Lynnwood, Washington

Statutory Warranty Deed

Form 487- 1-REV

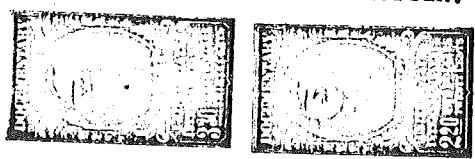
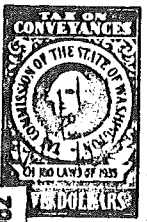
THE GRANTOR S JOSEPH L. DOOTSON and BONNIE L. DOOTSON, his wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS  
in hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT # 15

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

All that portion of Lot 3, Block 1, Alderwood Manor, according to plat thereof recorded in volume 9 of plats, page 71, described as follows: Commencing at the most Southerly corner of said Lot 3; thence North 37°33'10" West along the Southwesterly line of said Lot 3, 150 feet to the true point of beginning; thence North 52°26'50" East parallel to Southeasterly line of said lot for 106 feet; thence North 37°33'10" West parallel to Northeasterly line of Lot 3 for 368.62 feet to the North line of said Lot 3; thence West along said North line 36.12 feet to the Northwest corner of said Lot 3; thence South along West line of Lot 3 for 310 feet; thence East along South line of said lot 147.76 feet; thence South 37°33'10" East 56.63 feet to the point of beginning.  
Situate in Snohomish County, Washington.

The Grantee herein agrees to provide surface drainage equal to or better than the present drainage system to the common boundary line of Grantor and Grantee herein.



REAL ESTATE SALES TAX  
AMOUNT PAID 47.50  
RECEIPT NO. 55833

JUN 14 1962

Dated this FIRST day of JUNE 1962  
VERNE SIEGERS, Snohomish County Treasurer  
BY *Verne Siegers*, 1962

*Joseph L. Dootson* (SEAL)  
*Bonnie L. Dootson* (SEAL)

STATE OF WASHINGTON, ss.  
County of SNOHOMISH

On this day personally appeared before me JOSEPH L. DOOTSON & BONNIE L. DOOTSON  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of JUNE, 1962

*Shirley E. Barrett*  
Notary Public in and for the State of Washington,  
residing at Lynnwood.

1906900

338

144

519

Statutory Warranty Deed

RECORDED

OFFICIAL TITLE CO. OF WASH.  
2500 21st St. N.W.  
SEATTLE 5, WASH.STANLEY J. MOORE, AUDITOR  
COUNTY CLERK, WASH.Pioneer National  
Title Insurance Company

WASHINGTON TITLE DIVISION

Mail to

Send Tax Statement to

FORM L98

## B-15685 Statutory Warranty Deed

THE GRANTOR S, M.E. KRONMEYER and BLYTHE KRONMEYER, his wife,

for and in consideration of Eight Thousand Eight Hundred Fifty Dollars (\$8,850.00)

in hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT NO. 15,

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

The West 300 feet of the East 450 feet of Lot 7, Block 1,  
Alderwood Manor, according to the plat thereof recorded in  
Volume 9 of Plats, page 71, records of the Auditor of the  
County of Snohomish, State of Washington.

NO SALES TAX  
REQUIRED

OCT 21 1966

VERNE SEYERS, Snohomish County Treasurer

By John Cochran  
Deputy

Dated this

17th

day of October, 1966.

M.E. Kronmeyer (SEAL)  
M.E. KRONMEYER  
Blythe Kronmeyer (SEAL)  
BLYTHE KRONMEYER

STATE OF WASHINGTON,

County of Snohomish

On this day personally appeared before me M.E. KRONMEYER and BLYTHE KRONMEYER

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

GIVEN under my hand and official seal this

17th

day of October, 1966.

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

VOL 65 PAGE 739  
OFFICIAL RECORDS

OCT 21 1966

1906900

stamp  
9.90 (Fed. Only)

1947315

Statutory Warranty Deed

711 W  
148 E  
549 S  
RECORDED

OFFICIAL RECORDS

12 PM 3 50

AUDITOR



Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

Mail to

Send Tax Statement to

1947315

15686

Statutory Warranty Deed

FORM L58

THE GRANTOR MELVIN M. WEST and BETTY J. WEST, his wife,

for and in consideration of Six Thousand Five Hundred Dollars (\$6,500.00)

in hand paid, conveys and warrants to EDMONDS SCHOOL DISTRICT NO. 15

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

The East 300 feet of the West 650 feet, and the South 30 feet of the North 120 feet of the West 350 feet of Lot 4, Block 1, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of the Auditor of the County of Snohomish, State of Washington.

Grantors reserves an easement for ingress, egress and utilities over, upon and under the South 30 feet of the North 120 feet of the West 350 feet of said Lot 4.



Dated this 11th day of January, 1967.

NO SALES TAX  
REQUIRED

APR 13 1967

STATE OF WASHINGTON  
County of Snohomish

Melvin M. West (SEAL)  
MELVIN M. WEST  
Betty J. West (SEAL)  
BETTY J. WEST

On this day personally appeared before me MELVIN M. WEST and BETTY J. WEST, his wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of January, 1967.

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



## EASEMENT FOR UNDERGROUND

E-14382

15(27-4)

THIS INDENTURE made this 8th day of September, 1981, between  
Edmonds School District No. 15, 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:

PARCEL A: The East 300 feet of the West 650 feet of Lot 4, Block 1, Alderwood  
 Manor, according to the plat thereof recorded in Volume 9 of Plats,  
 page 71, records of the County of Snohomish.

PARCEL B: The West 300 feet of the East 450 feet of Lot 7, Block 1, Alderwood  
 Manor, according to the plat thereof recorded in Volume 9 of Plats,  
 page 71, records of the County of Snohomish.

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

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

- (1) The West 15 feet of the North 85 feet of the above-described Parcel A.
- (2) The West 15 feet of the South 45 feet of the above-described Parcel B;  
 ALSO the North 7 feet of the South 52 feet of the West 235 feet of said  
 Parcel B.

**NO SALES TAX  
 REQUIRED**

SEP 22 1981

KIRKE STEVENS, Snohomish County Treasurer  
 By Pat A. Postolus  
 Deputy

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.  
Edmonds School District No. 15

by: [Signature]

by: \_\_\_\_\_

8109220165

VOL 1724 PAGE 63

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 \_\_\_\_\_

*William Smith*

DEPUTY  
HENRY B. WAHLEN, AUDITOR  
SNY HONOLULU COUNTY, WASH.

1981 SEP 22 AM 10:09

RECORDED

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 \_\_\_\_\_

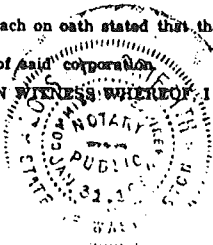
(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON,  
COUNTY OF

On this 8th day of September, A. D., 1981, before me personally appeared H. REASBY

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

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



*Lois J. Griffith*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT \_\_\_\_\_

*Everett*  
*Snohomish County*

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

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

RECORDING DATA

8109220165

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

VOL 1724 PAGE 64

W.S. NO. \_\_\_\_\_ E. O. NO. 183901  
FROM Edmonds School Dist. No. 15  
EASEMENT

## EASEMENT FOR UNDERGROUND

E-14705  
15(27-4) ✓

THIS INDENTURE made this 14th day of December, 1981, between  
Edmonds School District No. 15, 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 East 300 feet of the West 650 feet of Lot 4, Block 1, Alderwood Manor, according to  
the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County,  
Washington.

8201130076

1982 JAN 13 AM 9:46  
H. N. B. WHITMAN, AUDITOR  
SNOHOMISH COUNTY, WASH.

RECORDED

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

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

That portion of the above-described property being a strip of land 7 feet in width lying  
3-1/2 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 SALES TAX  
REQUIRED

JAN 13 1982

KIRKE SKV. JR., Snohomish County Treasurer

By *[Signature]* Deputy

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

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

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

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

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

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

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

Edmonds School District No. 15

by: *[Signature]*  
Superintendent

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8201130076

STATE OF WASHINGTON, } ss.  
COUNTY OF

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

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

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

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

STATE OF WASHINGTON, } ss.  
COUNTY OF

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

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

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

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

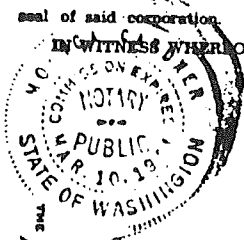
(FOR CORPORATE ACKNOWLEDGMENT)

STATE OF WASHINGTON, } ss.  
COUNTY OF

On this 14 day of Dec., A. D. 1981, before me personally appeared Her. Rensley  
to me known to be the Supt. President, and Seely J. School Bond, to me known to be the  
Secretary, of the corporation that executed the within and foregoing instrument, and each acknowledged that said in-  
strument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned,  
and each on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate  
seal of said corporation.

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

Monica L. Linder  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,  
RESIDING AT Edmonds



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

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

PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

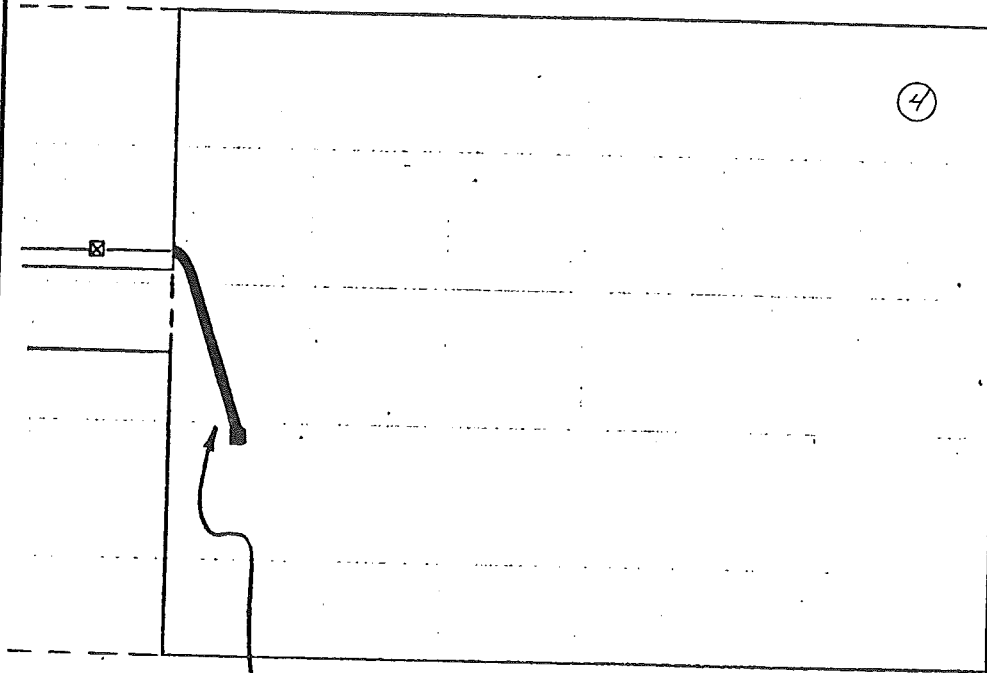
VOL 1734 PAGE 2322

8201130076

W.S. NO. \_\_\_\_\_ S. O. NO. 184641  
**EASEMENT**  
FROM Edmonds School District No. 15

## EXHIBIT "A"

E-14705



NEW EASEMENT AREA  
INDICATED IN RED

VOL. 1734 PAGE 2323

EAST 300 FEET OF THE WEST 650  
FEET OF LOT 4, BLOCK 1,  
ALDERWOOD MANOR, SECTION 15,  
TOWNSHIP 27 NORTH, RANGE 4 E. W. M.

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

8201130076

SCALE 1"=50'

DATE

12-7-81

Ruk

WO-184641

AFTER RECORDING, RETURN TO:  
George Barber  
PO Box 6363  
Lynnwood, WA 98036

9-71(1)7

NOTICE OF EASEMENT  
AND  
MAINTENANCE AGREEMENT

ORIGINAL

RECORDED  
FOR REALTY LAND TITLE  
88 JUN 14 PM 2:07  
DEAN V. WILLIAMS, AUDITOR  
SNOHOMISH COUNTY, WASH.

TO ALL WHOM THESE PRESENTS CONCERN:

Notice is hereby given that EDMONDS SCHOOL DISTRICT, a municipal corporation, owner of the following described property, situated in the County of Snohomish, State of Washington, to wit:

The East 300 feet of the West 650 feet, and the South 30 feet of the North 120 feet of the West 350 feet of Lot 4, Block 1, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of the Auditor of the County of Snohomish, State of Washington.

EXCEPT the westerly 10 feet and the southeasterly 12 feet conveyed to the City of Lynnwood for street purposes.

do hereby reserve and convey unto FIRST WESTERN DEVELOPMENT OF WASHINGTON I ASSOCIATES, a Washington general partnership, owner of the following described property, situate in the County of Snohomish, State of Washington, to wit,

Lot 7, Block 1, Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington;

EXCEPT the north 170 feet thereof; and,

EXCEPT the east 450 feet thereof; and,

EXCEPT the west 10 feet conveyed to the City of Lynnwood by deed recorded under Recording No. 7803300196.

ALSO,

The north 90 feet of the west 350 feet of Lot 4, Block 1 Alderwood Manor, according to the plat thereof recorded in Volume 9 of Plats, page 71, records of Snohomish County, Washington;

EXCEPT the west 10 feet conveyed to the City of Lynnwood by deed recorded under Recording No. 7803300196.

a permanent easement for ingress and egress, and the installation, operation and maintenance of utilities, over, under, across through and upon the south 30 feet of the north 120 feet of the west 350 feet of said Lot 4.

In consideration for the granting of said easement, the grantee agrees to upgrade the street surface and provide such curbing and drainage as may be required to bring the roadway constructed on said easement up to the standards of the roads serving Lynnwood Savings Financial Center to the north of the described property and the Nordstrom Rack to the south. In addition First Western Development grants to the District a permanent easement over, upon

NO EXCISE TAX  
REQUIRED

8806140336

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JUN 14 1988

By *[Signature]*  
Deputy

and under the east 12 feet of that portion of Lot 7, Block 1 described above. Responsibility for and the cost of maintenance, and/or repair subsequent to the consideration stated above shall be borne jointly and equally by the owners, their heirs, successors and assigns, of the hereinabove described properties, except that, where utility systems are used in common, no owner shall be responsible for any portion of commonly used utility system lying above or beyond his point of connection to same.

This instrument shall be a covenant running with the lands hereinabove described and is binding upon the owners of such lands, their heirs, successors and assigns, forever.

In witness whereof we hereunto set our signatures and seals this 7<sup>th</sup> day of June, 1988.

EDMONDS SCHOOL DISTRICT NO. 15

H. REARBY

Superintendent

FIRST WESTERN DEVELOPMENT OF  
WASHINGTON I ASSOCIATES

GEORGE E. BARBER  
GENERAL MANAGING PARTNER

STATE OF WASHINGTON)  
COUNTY OF ) SS.

On this 7 day of June, 1988, before me personally appeared H. Rearby and \_\_\_\_\_, to me known to be the Superintendent and \_\_\_\_\_, respectively, of Edmonds School District No. 15, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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



Monica Longtin  
Notary Public in and for the  
State of Washington,  
residing at Everett

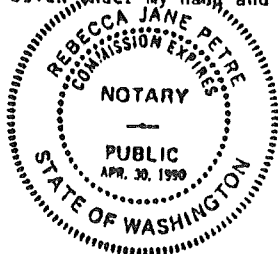
8806140336

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STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

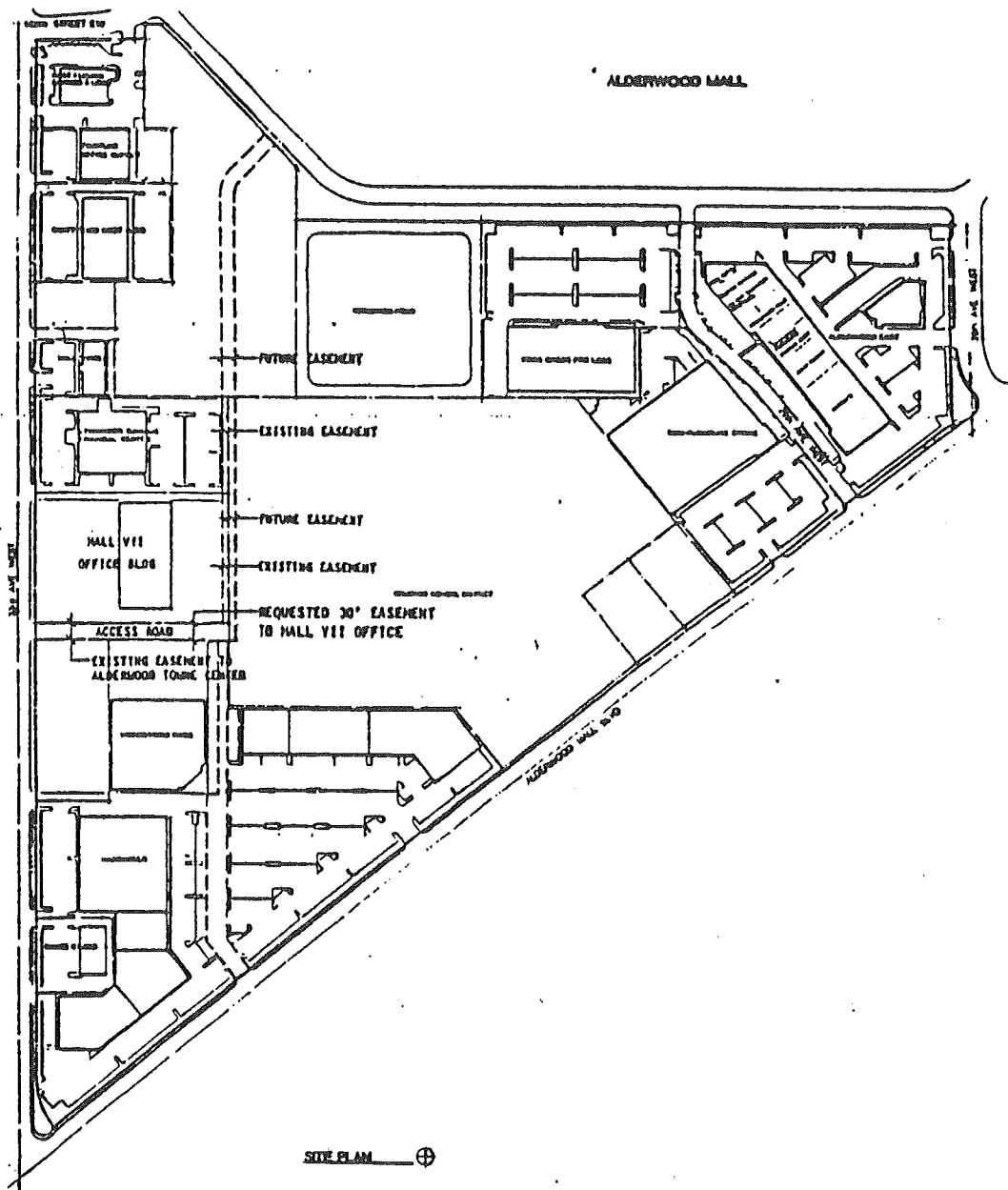
On this day personally appeared before me George E. Barber, known to me to be the Managing General Partner of First Western Development of Washington I Associates, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Given under my hand and seal this 10<sup>th</sup> day of June, 1988.



*Rebecca Jane Petre*  
NOTARY PUBLIC in and for the State of  
Washington, residing in Bellevue  
my commission expires 4/30/90

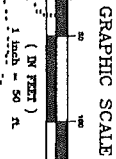




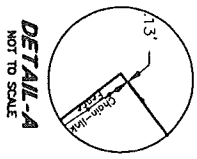
ALDERWOOD PROPERTIES MAP

8806140336

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ALDERWOOD MANOR  
VOL. 9, PG. 71



Found PK  
(8-30-93)  
27'-  
12 5/16"

9403115003

RECORDERS CERTIFICATE

Filed for record this 11th day of MAY, 1994 at 12:45 P.M.  
in book 94 of page 111 at the request of  
John A. McDowell

For Testimony: JENNELL GORMAN  
Supt. of Records

SURVEYORS CERTIFICATE

This map correctly represents a survey made by me  
or under my direction in conformance with the  
requirements of the Survey Recording Act of the  
request of JENNELL GORMAN, 1993

Signature: J. A. McDowell  
In witness whereof, I have hereunto set my hand and the seal of my office this 11th day of May, 1994



BOUNDARY SURVEY  
FOR  
CONSTRUCTION ASSOCIATES

DWN. BY P.L.	DATE 1-10-94	JOB NO. 93221
CHRD. BY	SCALE 1" = 50'	SHEET 1 of 1



CONCEPT ENGINEERING, INC.  
405 Second Avenue North, Suite 200  
Seattle, Washington 98101  
(206) 261-0007

EQUIPMENT USED:  
OF ELECTRONIC THEODOLITE  
AND DISTANCE METER.  
METHOD USED:  
FIELD TRAVERSE.

NE 1/4, SE 1/4, SECTION 15, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

LEGAL DESCRIPTION

ASSESSORS TAX LOT NO. 3726-001-003-0400-  
ALDERWOOD MANOR, ACCORDING TO THE PLAT THEREOF RECORDED  
IN BOOK 94 OF PAGE 111, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS  
FOLLOWING: BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 3; THENCE N 37.3307° W ALONG  
THE SOUTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 150 FEET; THENCE N 52.2650° E  
PARALLEL TO THE SOUTHEASTERLY BOUNDARY OF SAID LOT 3, A DISTANCE OF 106 FEET; THENCE  
S 37.3307° E TO THE SOUTHEASTERLY BOUNDARY OF SAID LOT 3; THENCE S 52.2650° W  
TO THE POINT OF BEGINNING.  
EXCEPT THE SOUTHEASTERLY 106 FEET THEREOF CONVEYED TO THE CITY OF LYNNWOOD BY DEED  
RECORDED UNDER AUDITOR'S FILE NO. 7805170245.

ASSESSORS TAX LOT NO. 3726-001-003-0200-  
THAT PORTION OF LOT THREE (3) BLOCK ONE (1) ALDERWOOD MANOR, DESCRIBED AND BOUNDED AS FOLLOWS:  
BEGINNING AT A POINT ON THE NORTHERLY BOUNDARY OF BEECH ROAD 106 FEET NORTHEASTERLY FROM  
THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY TO SAID LOT INTERSECTS  
THE NORTHERLY BOUNDARY OF SAID BEECH ROAD; THENCE NORTHEASTERLY TO SAID LOT INTERSECTS  
BEECH ROAD AND PARALLEL TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 3 TO A POINT  
WHERE A LINE DRAWN PARALLEL TO THE NORTHEASTERLY BOUNDARY OF SAID LOT 3 AND AT RIGHT ANGLES  
TO SAID BEECH ROAD AND 100 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING AND ON THE WESTERLY  
BOUNDARY OF SAID BEECH ROAD WOULD INTERSECT SAID NORTHERLY BOUNDARY OF SAID LOT 3; THENCE  
SOUTHEASTERLY ON SAID LINE CONSTRUCTED PARALLEL TO THE NORTHEASTERLY BOUNDARY OF SAID LOT  
AND AT RIGHT ANGLES TO SAID BEECH ROAD TO A POINT WHERE SAID LINE INTERSECTS THE WESTERLY BOUNDARY OF SAID  
BEECH ROAD 100 FEET NORTHEASTERLY FROM THE POINT OF BEGINNING; THENCE ALONG THE NORTHEASTERLY  
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

NOTE: PROPERTY CALCULATED FROM  
RECORDED SURVEY BY T. HANSON  
AND ASSOCIATES RECORDING NO. 88015503  
RECORDS OF SNOHOMISH COUNTY

ALDERWOOD MALL SEWER AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of August, 1969,  
between the City of Lynnwood, a municipal corporation in the State of Washington,  
hereinafter referred to as the "City", the Edmonds School District No. 15, here-  
inafter referred to as the "School", and Alderwood Mall Corporation, a Washing-  
ton corporation, hereinafter referred to as "Alderwood".

WITNESSETH:

WHEREAS, Alderwood is the owner in fee simple of property described  
in Exhibit A attached hereto and by this reference incorporated herein; and

WHEREAS, Alderwood intends to construct a regional shopping center  
complex within the City of Lynnwood on the property described in Exhibit A; and

WHEREAS, the construction of such a regional shopping center will re-  
quire the installation of sanitary sewer facilities; and

WHEREAS, the School intends to construct certain School facilities on  
School property in the immediate area which will require sanitary sewage dis-  
posal; and

WHEREAS, the City operates and maintains within its boundaries a  
system of sewage disposal within its boundaries which can serve the School and  
Alderwood property; and

WHEREAS, Alderwood desires to construct certain sanitary sewer  
facilities for connection with, delivery to and operation of the City; and

WHEREAS, the parties to this agreement have determined that it is to  
their mutual advantage to share in the cost of construction of sanitary sewer  
facilities to serve Alderwood property, School property and other portions of  
the City of Lynnwood;

- 1 -

OFFICIAL RECORDS

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AUG 14 1969

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WEL

NOW THEREFORE, in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1. The School will convey to the City an easement for storm drainage pipe, sanitary sewer lines, a sanitary lift station and other utility purposes and access purposes, by conveyance substantially in the form of Exhibit B attached hereto, and by this reference incorporated herein, across, over, and under property described in said Exhibit B.

2. Alderwood shall design, construct, and advance the costs of the following sanitary sewer facilities:

- (a). Main Trunk.  
Approximately 875 lineal feet of 12 inch sewer within the utility easement described in Section 1 above, and within a portion of the southerly 200 feet of the property described in Exhibit A, attached hereto.
- (b) Lift Station.  
A sewer lift station and sewage storage tank located within the easement described in Section 1 above.
- (c) Force Main and Gravity Sewer Line.  
Approximately 1600 lineal feet of 8 inch sewer for a main from the lift station southwesterly along Beech Road and approximately 250 lineal feet of 8 inch gravity sewer line on Beech Road to an existing 8 inch sewer line off 36th Avenue West.

3. The exact location of the above-described facilities shall be approved by the City. All sewer line construction on School easement areas shall be fully restored to conditions existing prior to construction.

4. The City will reimburse Alderwood 32.1% of the costs incurred by Alderwood for the foregoing sewer facilities but in no event shall City's share of Alderwood's costs exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00). The School will pay to the City 13.6% of all costs incurred by Alderwood for the said facilities. Said sum shall be paid over by the City to Alderwood by way of additional reimbursement for costs incurred. The School will also reimburse City 13.6% of all expenses incurred by City, exclusive of the City's reimbursement of Alderwood, in respect to said facilities, but in any event the School's share of Alderwood's costs and City's expenses shall not exceed the sum of Ten Thousand Dollars (\$10,000.00). Costs incurred by Alderwood shall include all costs incurred for the design and construction of said facilities, including bonding and insurance costs. Expenses incurred

by City shall include the following items:

- (a) Reasonable engineering fees incurred by the City.
- (b) Reasonable inspection fees incurred by the City.
- (c) Reasonable legal fees incurred by the City.
- (d) Any other direct costs incurred by the City occasioned or caused by construction of said facilities.

In consideration of the financial participation in the trunk system and lift station being jointly constructed by the City, Alderwood, and the School, the City agrees to furnish sewer service to the School at the then prevailing service rates generally being assessed for service to schools without any additional sewer connection charge.

5. The School agrees that the sewer lift station and forced main to be constructed at the Lynnwood Senior High School site, and to be connected to the system that is the subject of this agreement, will be constructed to conform to City requirements; and in consideration of the payments provided for herein, the School will convey without cost and the City agrees that it will accept deeds and necessary easements without cost to such facilities and operate and maintain the same; provided that at such time as a sanitary sewer trunk system is developed to the east of said school site and is available to the School site at the east property line, the City agrees to construct a gravity connection from its lift station to the above trunk, and the City's obligation hereunder shall terminate. The City agrees that, in the event of a trunk system being developed to the east of said school site such connection shall be made without cost to the School and the School agrees to convey deeds and necessary easements without cost to the City for said connection.

6. The respective amounts of reimbursement shall be paid by the City to Alderwood and by the District to the City within thirty days

2112480  
following completion of construction of said facilities, certification from the City Engineer that said facilities have been completed in accordance with the plans and specifications, and final payment by Alderwood to construction contractor, whichever is latest, except that the City shall deduct from said amount owed Alderwood a sum equal to 54.3% of the total expenses incurred by City as Alderwood's share of said expenses. If City or School shall fail to pay their respective reimbursement sums within said thirty (30) day period, such amounts shall accrue interest at the rate of 7-1/2% per annum from date due and payable.

7. The contract for construction of said facilities shall not be executed prior to approval of such contract by City for the purpose of maintaining City construction material standards and inspection rights, and such contract shall be let by Alderwood under the following procedures adapted from RCW 35.23.352:

- (a) The contract shall be let at public bidding upon posting notice calling for sealed bids upon the work.
- (b) Public notice shall be by posting in a public place in the City of Lynnwood and by publication in the official newspaper of the City of Lynnwood once each week for two consecutive weeks before the date set for opening the bids.
- (c) Such notice shall generally state the nature of the work to be done and that the plans and specifications therefore shall be on file in the City Hall of the City of Lynnwood for public inspections, and require that bids be sealed and filed with the designated corporate official within the time specified therein.
- (d) Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to Alderwood for a sum of not less than 5% of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit.
- (e) Alderwood shall let the contract to the lowest bidder or shall have the power to reject any or all bids and to make further calls for bids in the same manner as the original call.
- (f) When the contract is let, then all bid proposal deposits shall be returned to the bidders except that of the successful bidder which shall be retained until the contract is entered into and the bond to perform the work be furnished, with surety satisfactory to City, in the full amount of the contract price.

2112480

(g) If the bidder fails to enter in the contract in accordance with his bid and furnish such bond within ten (10) days from the date at which he is notified that he is the successful bidder, the check or postal money order in the amount thereof shall be forfeited to Alderwood, or Alderwood shall recover the amount of the surety bond.

(h) If no bid is received on the first call, Alderwood may readvertise and make a second call.

8. As an extension of the sewer system and facilities described in Paragraph 2 above, and for purposes of serving Alderwood and connecting the sewer facilities of the Lynnwood High School site to said facilities, Alderwood Mall Corporation agrees to construct a sewer line, as approved by the City of Lynnwood and the School, across Units #2 and #3, as per attached Exhibit C. In consideration of such construction, the benefits and economies to be received by the School and by way of furthering cooperation between the governmental units involved and Alderwood Mall Corporation, the School will pay to the City as its maximum share, and by way of trunkage assessment, the sum of Five Thousand Nine Hundred and Ninety Two Dollars (\$5,992.00). This assessment shall be paid over by the City to Alderwood by way of reimbursement. The share of the Alderwood's contribution to construction of Units #2 and #3 is presently estimated to be Thirty Six Thousand Seven Dollars (\$36,007.00). Such payment by the School shall be made as provided in Paragraph 6 above.

9. Alderwood shall deliver to City the plans and specifications for the above-described facilities. The plans and specifications shall be according to the standards established by the City and its engineers. Said plans and specifications shall be in conformity with all applicable State Statutes and City Ordinances and in the event there are no applicable ordinances or statutes, all installation shall be in accordance with good and workmanlike methods as set forth by the City Engineer. The plans and specifications shall be presented to the City at least fifteen (15) days prior to commencement of construction.

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10. No construction shall be commenced before the City has notified Alderwood in writing that the plans and specifications have been approved. Provided, that, however, in certain instances special permission may be granted by the City Engineer on various phases which in his opinion may proceed without written approval of the plan and specifications. Such preliminary commencement of work shall not constitute a waiver of any requirements of this agreement.

11. The City shall perform all inspection of the said facilities and no facility shall be covered up prior to inspection. If any work shall be covered up prior to inspection, it must, if required by the City Engineer, be uncovered for examination. Alderwood agrees to comply with all the City's reasonable inspection requirements. Alderwood shall maintain at the construction area, at all times during construction, a representative to whom the City's notices may be given, said representative shall be designated in writing by Alderwood.

12. Upon completion of construction and upon certification from the City Engineer that said facilities meet the minimum standards of the City, Alderwood shall assign and convey all said facilities to the City for acceptance by the City. Upon acceptance, the City shall own, operate, and maintain said facilities.

13. Alderwood shall notify the City of the date the work and construction described in this agreement shall commence, said notice shall be given not less than five days before said commencement date. After the work is commenced, it shall vigorously, consistently and in first class workmanlike manner be carried to completion.

14. Alderwood, or its contractor, will procure all necessary State and County licenses or permits for construction.

15. Testing all systems within said facilities shall be performed as required by the City in accordance with the City requirements as set forth by the City Engineer.



2112480  
16. Alderwood, or its contractor, hereby agrees to indemnify and hold the City and School harmless from any and all claims which may be asserted against the City or School as a result of the construction, or maintenance of the work described in this agreement prior to acceptance by the City. Alderwood, or its contractor, shall maintain in full force and effect, during the construction period liability insurance satisfactory to the City and School and name the City and School as an additional insured.

17. Prior to commencing construction on said facilities, Alderwood, or its contractor, shall furnish City with a good and sufficient bond, with a corporate surety company, licensed to do business in the State of Washington in an amount equal to the estimated cost of said facilities, as determined by the City Engineer, conditioned on a faithful performance of all the provisions of the contract for work to be performed hereunder, and further to save the City free and harmless from all loss and damage occasioned to any person or properties as a result of the contractor performing provisions of his contract. The form of said performance bond shall be approved by the Attorney for the City.

18. In the event that defects due to faulty labor, workmanship or materials appear within one year from date of acceptance of the City, Alderwood, or its contractor, shall, at its own expense, correct the same, and upon completion of the construction, but prior to the delivery to the City of said facilities for acceptance, Alderwood, or its contractor, shall deliver to the City a maintenance bond in a reasonable amount determined by the City Engineer, but not exceeding 20% of the construction costs, that a reliable contractor will make and pay for repairs necessary within one year from date of acceptance of said facilities, arising from faulty labor, workmanship or materials. The form of said maintenance bond shall be approved by the Attorney for the City.

2112480

19. City, School, and Alderwood agree that in carrying out the terms of this agreement, Alderwood shall be acting as an independent contractor and in no respect shall be deemed an agent of City or School.

20. Partial waiver or waiver by acquiescence by City of any provisions or conditions of this agreement shall not be a waiver of any other provisions or conditions of this agreement.

21. The above-described facilities shall not be connected to the City sewer lines or accepted by the City until this agreement is fully and completely complied with as certified by the City Engineer.

22. Upon completion of construction, Alderwood shall submit to City and School, in writing, a statement of monies expended to perform construction of said facilities.

23. When notified to make any changes or corrections by the City Engineer, Alderwood agrees to make said changes or corrections within the time set forth in said notice. In the event of failure to make said corrections or changes all rights of Alderwood under this agreement shall terminate and a stop work order shall be issued by the City to all phases of construction of such facilities.

24. None of the parties hereto shall have the right to assign this agreement or any of its rights and obligations hereunder, nor to terminate its obligations hereunder by dissolution or otherwise, without first receiving written consent of the other parties, and this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. In addition, the duties and obligations of Alderwood under this agreement shall constitute an easement and servitude and a covenant running with the land upon the property described in Exhibit A and shall be binding upon the assigns and successors in interest of Alderwood.

WES

2112480

IN WITNESS WHEREOF, the parties have executed the Agreement as of  
the day and year first above written.

ATTEST:

M Allen  
Brands Sig. Clerk

EDMONDS SCHOOL DISTRICT NO. 15

By [Signature]

ATTEST:

Simon W. Exposito  
Clerk

CITY OF LYNNWOOD

By M. J. Hudlicka

ALDERWOOD MALL CORPORATION

By M. E. B...  
Executive Vice President

By [Signature]  
Assistant Secretary

2112480

OFFICIAL RECORDS

VOL 349 PAGE 460

AUG 14 1969

EXHIBIT "A"

ENGINEERING

SURVEYING

PLANNING

BUSH - ROED & HITCHINGS

ME 2-0002 3910 Leary Way N. W. SU 2-0949  
Seattle, Washington 98107

ALDERWOOD MALL:

THAT PORTION OF THE EAST HALF OF SECTION 15 AND THE WEST HALF OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 1°01'20" W ALONG THE WEST LINE THEREOF A DISTANCE OF 1290.60 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1290 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE N 89°16'42" E ALONG SAID SOUTH LINE 300.14 FEET TO THE EAST LINE OF THE WEST 300 FEET OF SAID NORTHEAST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE S 1°01'20" W ALONG SAID EAST LINE 1213.51 FEET TO A POINT ON A LINE WHICH IS 165 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE S 88°48'54" E ALONG SAID PARALLEL LINE 360.00 FEET; THENCE N 1°01'20" E 115.00 FEET; THENCE S 88°48'54" E 300.00 FEET; THENCE S 1°01'20" W 280.00 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 15; THENCE S 82°48'54" E ALONG SAID SOUTH LINE 245.17 FEET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 200 FEET OF LOT 9, BLOCK 1, ALDERWOOD MANOR, AS RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE S 1°02'11" W ALONG SAID EAST LINE 189.46 FEET TO THE NORTH LINE OF THE SOUTH 160 FEET OF SAID LOT 9; THENCE S 89°00'34" E ALONG SAID NORTH LINE 50.00 FEET TO THE EAST LINE OF THE WEST 250 FEET OF SAID LOT 9; THENCE S 1°02'11" W ALONG SAID EAST LINE AND ITS EXTENSION SOUTH 270.00 FEET TO THE SOUTH LINE OF THE NORTH 110 FEET OF LOT 8, SAID BLOCK 1; THENCE N 89°00'34" W ALONG SAID SOUTH LINE 100.00 FEET TO THE EAST LINE OF THE WEST 150.00 FEET OF SAID LOT 8; THENCE S 1°02'11" W ALONG SAID EAST LINE 200.00 FEET TO THE SOUTH LINE OF SAID LOT 8; THENCE S 89°00'34" E ALONG THE SOUTH LINE OF SAID LOT 650.13 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N 1°02'11" E ALONG THE EAST LINE OF SAID LOT 310.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID BLOCK 1; THENCE S 89°00'34" E ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS EXTENSION EASTERLY 858.42 FEET TO THE WEST LINE OF BLOCK 3, ALDERWOOD MANOR NO. 3, AS RECORDED IN VOLUME 9 OF PLATS, PAGES 74 - 76, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE S 0°37'29" W ALONG SAID WEST LINE 315.75 FEET TO THE MOST SOUTHERLY CORNER OF SAID BLOCK 3; THENCE N 52°28'46" E ALONG THE SOUTHEASTERLY LINE THEREOF 368.31 FEET TO A POINT 20 FEET LEFT OF HIGHWAY ENGINEERS STATION A M 2+50 AS SHOWN ON WASHINGTON STATE DEPARTMENT OF HIGHWAYS RIGHT OF WAY PLAN PRIMARY STATE HIGHWAY NO. 1 (SR 5) EAST 200TH STREET TO SWAMP CREEK, ESTABLISHED BY COMMISSION RESOLUTION NO. 1081, APRIL 13, 1961; THENCE N 46°57'34" E ALONG THE RIGHT OF WAY AS SHOWN ON THE AFOREMENTIONED PLAN 382.78 FEET TO A LINE WHICH IS PARALLEL WITH AND 10 FEET WESTERLY FROM

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AUG 14 1969

2112480  
ENGINEERING

SURVEYING

PLANNING

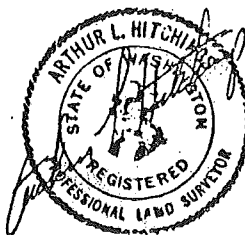
BUSH - ROED & HITCHINGS

ME 2-8602 3910 Leary Way N. W. SU 2-8949  
Seattle, Washington 98107

ALDERWOOD MALL - CONTINUED

THE EAST LINE OF SAID BLOCK 3, ALDERWOOD MANOR NO. 3; THENCE  
N 0°00'53" E ALONG SAID PARALLEL LINE 1546.15 FEET TO THE EAST-  
ERLY EXTENSION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE  
NORTHEAST QUARTER OF SAID SECTION 15; THENCE N 89°46'09" W ALONG  
SAID NORTH LINE AND ITS EASTERLY EXTENSION 1885.41 FEET TO THE  
SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUAR-  
TER OF SAID SECTION 15; THENCE N 1°03'44" E ALONG THE EAST LINE  
THEREOF 60.86 FEET TO THE SOUTH LINE OF THE NORTH 1290 FEET OF  
SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE  
S 89°16'42" W ALONG SAID SOUTH LINE 1017.07 FEET TO THE TRUE  
POINT OF BEGINNING.

CONTAINING 4,797,429 SQUARE FEET.



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EXHIBIT "B"

EASEMENT

212480  
FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Edmonds School District No. 15, a municipal corporation of the State of Washington, hereinafter referred to as "Grantor", does hereby grant, convey and warrant to the City of Lynnwood, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee", for the purposes hereinafter set forth, a perpetual easement over, across, and under the following described real property in Snohomish County, Washington:

An 8 foot strip of land on each side of the center line described as follows:

Beginning at a point 75 feet from the most southerly corner of Lot 4 on Westerly margin of Beech Road; thence Northwesterly at right angles to Beech Road, a distance of 185.5 feet more or less along the centerline of drainage pipe; thence continue northerly along said centerline parallel to and 16 feet west of the east line of Lot 7, a distance of 466.6 feet more or less to a point on the North line of said Lot 7, all in Lots 4 and 7 of Block 1, Alderwood Manor Addition, Section 15, Township 27 N., Range 4 East, W. M.

Also, a 5 foot strip of land on each side of the center line described as follows:

Beginning at a point 20 feet from the most southerly center of Lot 4, Block 1, Alderwood Manor Addition, Section 15, Township 27 North, Range 4 East, W. M. on Westerly margin of Beech Road; thence northerly at 45° from Beech Road a distance of 78 feet more or less to a point on drainage easement described above, 55 feet from margin of Beech Road.

And also, an easement for a sewage lift station described as follows:

Beginning at the most southerly corner of Lot 4 of Block 1, thence Northeasterly along westerly margin of Beech Road a distance of 30 feet; thence Northwesterly parallel to southerly line of Lot 4, a distance of 50 feet, thence southwesterly parallel to Beech Road a distance of 30 feet to point on south line of Lot 4; thence southeasterly along said south line, 50 feet to point of beginning.

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2112480

Section 1: PURPOSE

Grantee shall have the right to construct, repair, replace, service and maintain drainage pipes, sanitary sewer lines, a lift station, and any other public utilities and services over and/or under the above described easement.

Section 2: ACCESS

Grantee shall be permitted, upon reasonable notice, to enter upon grantor's property for the purpose of constructing, repairing, altering or reconstructing said utilities or making connection therewith, all in a reasonable manner and at reasonable times so as not to interfere with the school's normal utilization of its premises.

Section 3: GRANTOR'S USE OF EASEMENT

Grantor shall retain the right to utilize the sewer and storm drain easement area for its customary purposes and shall bear no responsibility to the grantee for damages sustained thereby; provided that grantor shall not construct or maintain any building on the easement.

Section 4: ITS' SUCCESSORS AND ASSIGNS

This easement shall be a covenant running with the land and shall be binding on the successors and assigns of both parties hereto.

DATED this 11<sup>th</sup> day of August, 1969.

EDMONDS SCHOOL DISTRICT NO. 15

By: [Signature]

ATTEST:

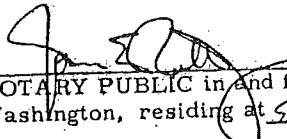
E M Allen

2112480

STATE OF WASHINGTON)  
COUNTY OF Snohomish ) ss.

On this 11th day of August, 1969, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Levy S Johnston and E. M. Allen, to me known to be the persons who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said School District, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

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

  
NOTARY PUBLIC in and for the State of  
Washington, residing at Samuel, Wash

SEP 11 1969

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VOL. OF  
PAGE  
REC. OF

1969 SEP 11 AM 9 29

STANLEY D. DUBOUE  
COUNTY CLERK  
SNOHOMISH COUNTY, WASH.

OFFICIAL RECORDS

City of Lynnwood  
1969 SEP 11 AM 9 29

STANLEY DUBOUE, AUDITOR  
SNOHOMISH COUNTY, WASH.

DEPUTY  
Stanley Duboue

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City of Lynnwood  
444th Ave  
 Civic Center  
Lynnwood Wash 98036  
16-0



EXHIBIT "C"

JOHN GRAMAM AND COMPANY

SEATTLE • NEW YORK

Job. ALDERWOOD MALL

Drawn By K.N.J.

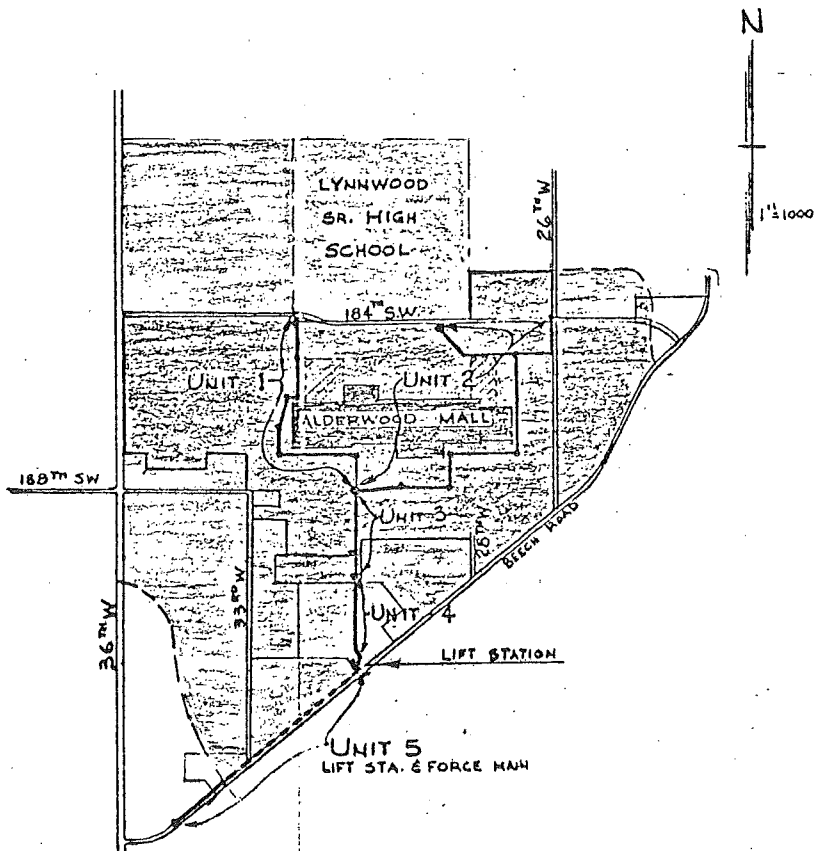
Date 4/1/69

Description SANITARY SEWER - C&ST

Checked \_\_\_\_\_ Date \_\_\_\_\_

DISTRIBUTION OF PIPE & LIFT STATION

Sheet No. 1 of 5 sheets



SANITARY SEWER SYSTEM

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RECEIVED

APR 7 1969

SOUTHCENTER COPY

APR 14 1969

2112480

2140830

CPS  
E146  
5569

①  
7A

AMENDMENT TO ALDERWOOD MALL SEWER AGREEMENT

This amendment made this 16th day of February 1970, by and between the City of Lynnwood, a municipal corporation in the State of Washington, hereinafter referred to as the "City," the Edmonds School District No. 15, hereinafter referred to as the "School," and Alderwood Mall Corporation, a Washington corporation, hereinafter referred to as "Alderwood:"

RECITALS

A. The parties hereto entered in a Sewer Agreement dated August 4, 1969.

B. The parties hereto desire to amend the legal description contained in Exhibit "B" (Easement) and attached to said Sewer Agreement dated August 4, 1969, and School hereby gives consent to the amendment of said legal description.

NOW, THEREFORE, the parties agree that the legal description of the Easement Area as contained in Exhibit "B" to the Sewer Agreement dated August 4, 1969 is hereby supplanted by Exhibit "A" attached to this Amendment and that the legal description set forth on said Exhibit "B" to the Sewer Agreement of August 4, 1969 is hereby deleted.

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

ATTEST:

E. M. Allen

ATTEST:

Sam W. Dwyer

ATTEST:

Jack R. Hatcher

EDMONDS SCHOOL DISTRICT No. 15

By Susan E. Gould

CITY OF LYNNWOOD

By M. J. Hultsch

ALDERWOOD MALL CORPORATION

By M. E. Brey  
Executive Vice President

By \_\_\_\_\_  
Assistant Secretary

OFFICIAL RECORDS

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APR 9 1970

2140830

(1)  
JH

EXHIBIT "A"

REPLACES EXHIBIT "B" OF ALDERWOOD  
MALL SEWER AGREEMENT OF 8/4/69

DESCRIPTION "A"

An 8 foot strip of land on each side of a centerline described as follows:  
Beginning at the most southerly corner of Lot 4, Block 1, Alderwood Manor, thence  
N 52°26'50"E, along the westerly margin of Beech Road, a distance of 75 feet to the  
true point of beginning; thence N 37°33'10"W, a distance of 187.87 feet; thence  
N 1°01'20"E, a distance of 463.56 feet to a point on the north line of Lot 7,  
Block 1, Alderwood Manor, said centerline thru Lot 7 is parallel to and 16 feet west  
of east line of said Lot 7.

DESCRIPTION "B"

Also a 5 foot strip of land on each side of a centerline described as follows:  
Beginning at a point 22 feet northeasterly of most southerly corner of Lot 4,  
Block 1, Alderwood Manor, said point being on the westerly margin of Beech Road,  
thence N 7°26'50"E, along said centerline, a distance of 75 feet to its intersection  
with centerline described in Description "A".

DESCRIPTION "C"

And also, an easement for a sewage lift station described as follows:  
Beginning at the most southerly corner of Lot 4, Block 1, Alderwood Manor; thence  
N 52°26'50"E, a distance of 30 feet; thence N 37°33'10"W, a distance of 50 feet;  
thence S 52°26'50"W, a distance of 30 feet; thence S 37°33'10"E, a distance of 50  
feet to the Point of Beginning.

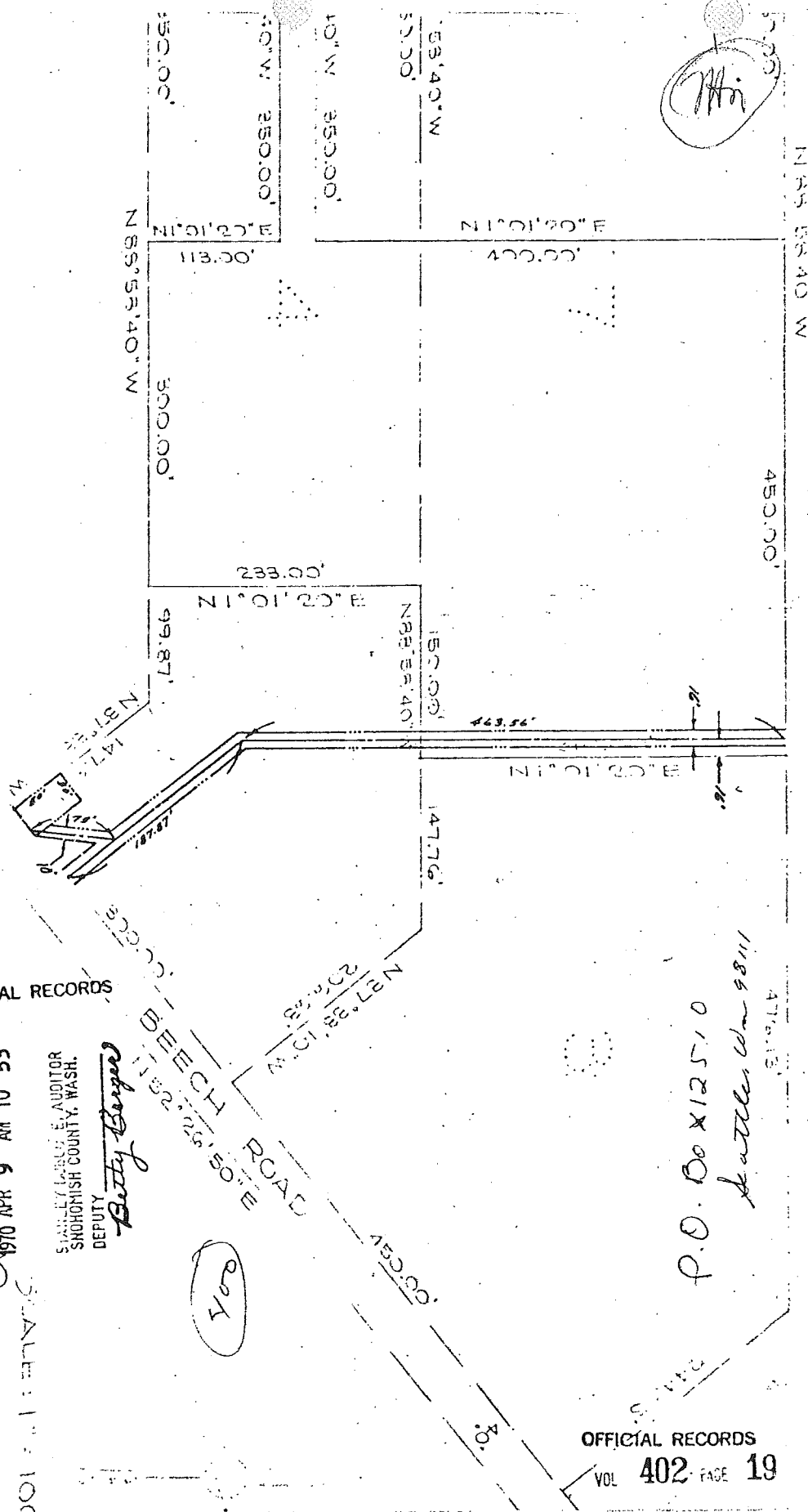
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47,516



7805170257

**Transamerica**  
Title Insurance Services

Transamerica  
Title Insurance Company

FILED FOR RECORD AT REQUEST OF

CITY OF LYNNWOOD

WHEN RECORDED RETURN TO

Name.....CITY OF LYNNWOOD

Address.....19100 44th Ave. W.

City, State, Zip.....Lynnwood, Washington 98036

THIS SPACE IS FOR THE RECORDER'S USE

1978 MAY 17 PM 12:56

JAMES H. WOODROOF, Notary Public  
SNOHOMISH COUNTY, WASH.

OFF

## Statutory Warranty Deed

THE GRANTOR, EDMONDS SCHOOL DISTRICT #15

for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to CITY OF LYNNWOOD, a Municipal corporation

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

The Westerly 10 feet and the Southeasterly 12 feet of that  
portion of Lots 3 and 4, Block 1, Plat of Alderwood Manor,  
described as follows:

Com most Sly cor Lot 3; th N 37°33'10" W alg Swly ln  
of sd Lot 150 ft; th N 52°26'50" E PLT Sely ln of said  
Lot 206 ft; th N 37°33'10" W; PLT Nely ln Lot 3 for  
288.86 ft to N ln of sd Lot; th N 88°58'40" W alg sd  
N ln 164.03 ft to NW cor Lot 3; th S alg W ln Lot 310 ft  
th W alg N ln Lot 4 for 450 ft; th S 90 ft; th W 350  
ft; th S 30 ft; Th E 350 ft; th S 113 ft to S ln Lot 4;  
th E alg sd S ln 399.87 ft; M/L; th Sely alg Sly ln  
Lot 4 for 147.88 ft to Beech Rd; th Nely 300 ft alg Sely  
Ln Lot 4 to POB.

Subject to the following conditions:

- No slope easement along Beech Road.
- Standard at-grade street access at our two gate locations on Beech Road.
- Width of street access to be equal to our two gate widths along Beech Road.
- City maintain newly installed storm drains along right-of-way line.
- Standard at-grade street access at our present entrance to 33rd Avenue West.

Dated April 24, 1978

NO SALES TAX  
REQUIRED

EDMONDS SCHOOL DISTRICT #15

Richard L. Allen, Board President

R. H. Woodroof, Board Secretary

STATE OF WASHINGTON  
COUNTY OF Snohomish

On this day personally appeared before me

Richard Allen and R. H. Woodroof  
to me known to be the individual described in and  
who executed the within and foregoing instrument,  
and acknowledged that they signed the same  
as their free and voluntary act and deed,  
for the purposes therein mentioned.

Notary Public in and for the State of Wash-  
ington, residing at Alderwood Manor

STATE OF WASHINGTON  
COUNTY OF Snohomish

On this 24th day of April, 1978,  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared

Richard Allen and R. H. Woodroof  
and, to me known to be the Board President and Board Secretary,  
respectively, of Edmonds School District #15  
the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpora-  
tion, for the uses and purposes therein mentioned, and on oath stated that

authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

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

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

7805170257

V# 1310 P# 604