

1. PNWT Subdivision Guarantee

GUARANTEE

Issued by

Pacific Northwest Title Company
3224 Wetmore Avenue, Everett, WA 98201
Title Officer: Denise Perkins
Phone: (425)258-6450
FAX: (425)551-4813

Form No. 14
Subdivision Guarantee (4-10-75)

Guarantee No.: 1128258
Page No.: 1



Pacific Northwest Title Company
3224 Wetmore Avenue
Everett, WA 98201
Phn - (425)258-6450
Fax - (425)551-4813

SUBDIVISION GUARANTEE

LIABILITY	\$	1,000.00		ORDER NO.:	SNO-1128258	
FEE	\$	200.00	TAX \$	18.40	YOUR REF.:	Kreutz

First American Title Insurance Company
a Corporation, herein called the Company

Subject to the Liability Exclusions and Limitations set forth below and in Schedule A.

GUARANTEES

Coast Real Estate Services

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

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

Dated: July 19, 2010 at 8:00 A.M.

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SCHEDULE A

The assurances referred to on the face page are:

- A. Title is vested in:
- Dion F. Ellis and Elsa C. Ellis, husband and wife
- B. That according to the Company's title plant records relative to the following described real property (including those records maintained and indexed by name), there are no other documents affecting title to said real property or any portion thereof, other than those shown below under Record Matters.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Documents pertaining to mineral estates.

DESCRIPTION:

Legal Description:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,
EXCEPT THE EAST 360 FEET THEREOF; AND
ALL THAT PORTION OF GOVERNMENT LOT 6, LYING NORTH OF PRIMARY STATE HIGHWAY NO. 15;
ALL IN SECTION 5, TOWNSHIP 27 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY,
WASHINGTON.

APN: 270705-002-033-00, 270705-002-033-01 and 270705-002-033-03

SCHEDULE B

RECORD MATTERS:

1. Taxes for the year 2010. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	270705-002-033-00
Levy Code:	00530
Total Assessed Value:	\$ 432,900.00
Assessed Land Value:	\$ 360,300.00
Assessed Improvement Value:	\$ 72,600.00
2010 Total Tax Principal:	\$ 4,566.89

1st Half

Amount Billed:	\$ 2,283.44
Amount Paid:	\$ 2,283.44
Amount Due:	\$ 0.00

2nd Half

Amount Billed:	\$ 2,283.45
Amount Paid:	\$ 0.00
Amount Due:	\$ 2,283.45

2010 Remaining Balance:	\$ 2,283.45
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2. If a mobile home is located on this property, it will be excepted from the legal description and not insured by the policy unless the certificate of title is eliminated and the mobile home converted to real property as required by Chapter 65.20 of the Revised Code of Washington, effective March 1, 1990.

A Manufactured Home Title Elimination Application should be obtained from the Department of Licensing. The application must be signed by the registered and legal owners of the mobile home, the owner of the land, the city or county building permit office, approved by the Department of Licensing and recorded. All taxes must be paid and proof given to the Department.

A fee of \$49.00 will be charged (\$56.50 for subagents of the Department) by the State of Washington Department of Licensing for processing a "Manufactured Home Title Elimination Application". There is a \$24.00 fee due on a change of ownership of a mobile home.

Effective January 1, 2003, a fee of \$30.00 will be charged for the Department of Planning and Development Services' (PDS) approval of any request for title elimination.

Upon request on the customer and approval of underwriting we will issue the ALTA 7 endorsement.

3. Contract of Sale, including the terms, covenants, and provisions thereof:

Seller:	Dion F. Ellis and Elsa C. Ellis, his wife
Purchaser:	Robert S. Kreutz and Sandra L. Kreutz, his wife
Dated:	November 20, 1970
Recorded:	December 7, 1970
Recording No.:	2175831
Excise Tax Receipt No.:	E-11345 - pd 11/24/70

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4. An easement affecting the portion of said premises and for the purposes stated therein, including, but not limited to, the following:

In Favor Of: Pacific Northwest Bell Telephone Company
For: Not disclosed
Area Affected: The description contained therein is not sufficient to determine its exact location within the property herein described

Disclosed By Instrument

Recorded: July 6, 1961
Recording No.: 1470217

5. Easement and the terms and conditions therein, including, but not limited to, the following:

Grantee: Public Utility District No 1 of Snohomish County, and Verizon Northwest Inc
Purpose: Underground and/or overhead electric distribution line facilities
Area Affected: As now constructed, to be constructed, extended or relocated lying within the above described property
Recorded: June 22, 2005
Recording No.: 200506220162

INFORMATIONAL NOTES

1. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American Title Insurance Company expressly disclaims any liability which may result from reliance made upon it.
2. Title is vested pursuant to instrument(s) recorded in Snohomish County under Recording File Number(s) 2076619.
3. The following deeds affecting title to the property herein described have been recorded within 24 months of the effective date of this commitment: NONE
4. General and Special Taxes and Charges paid in full:

Year:	2010
Tax Account Number:	270705-002-033-01
Levy Code:	00530
Current Assessed Value:	
Land	\$0.00
Improvements	\$3,900.00
Property Tax Principal:	
Amount Billed:	\$41.09

Affects: For one of the mobile home located on said premises
5. General and Special Taxes and Charges paid in full:

Year:	2010
Tax Account Number:	270705-002-033-03
Levy Code:	00530
Current Assessed Value:	
Land	\$0.00
Improvements	\$4,800.00
Property Tax Principal:	
Amount Billed:	\$50.56

Affects: For one of the mobile home located on said premises

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance 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) (C) 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) (C) 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 matters 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 matter or matters for which prompt notice is required; provided, 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 3 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, whether 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 4(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 not 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 an adverse judgment or order.

(d) In all cases where this 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 is 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 or Damage.

In addition to and after the notices required under Section 2 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 or Damage. All information designated as confidential by the Assured provided to the Company, pursuant to this Section shall not be disclosed to others 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 or 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 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or 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 an 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 obligated 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 4.

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 stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 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 obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(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 Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 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 laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by 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.

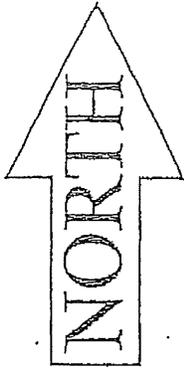
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

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 2 First American Way. Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

2. Map_Customer Map



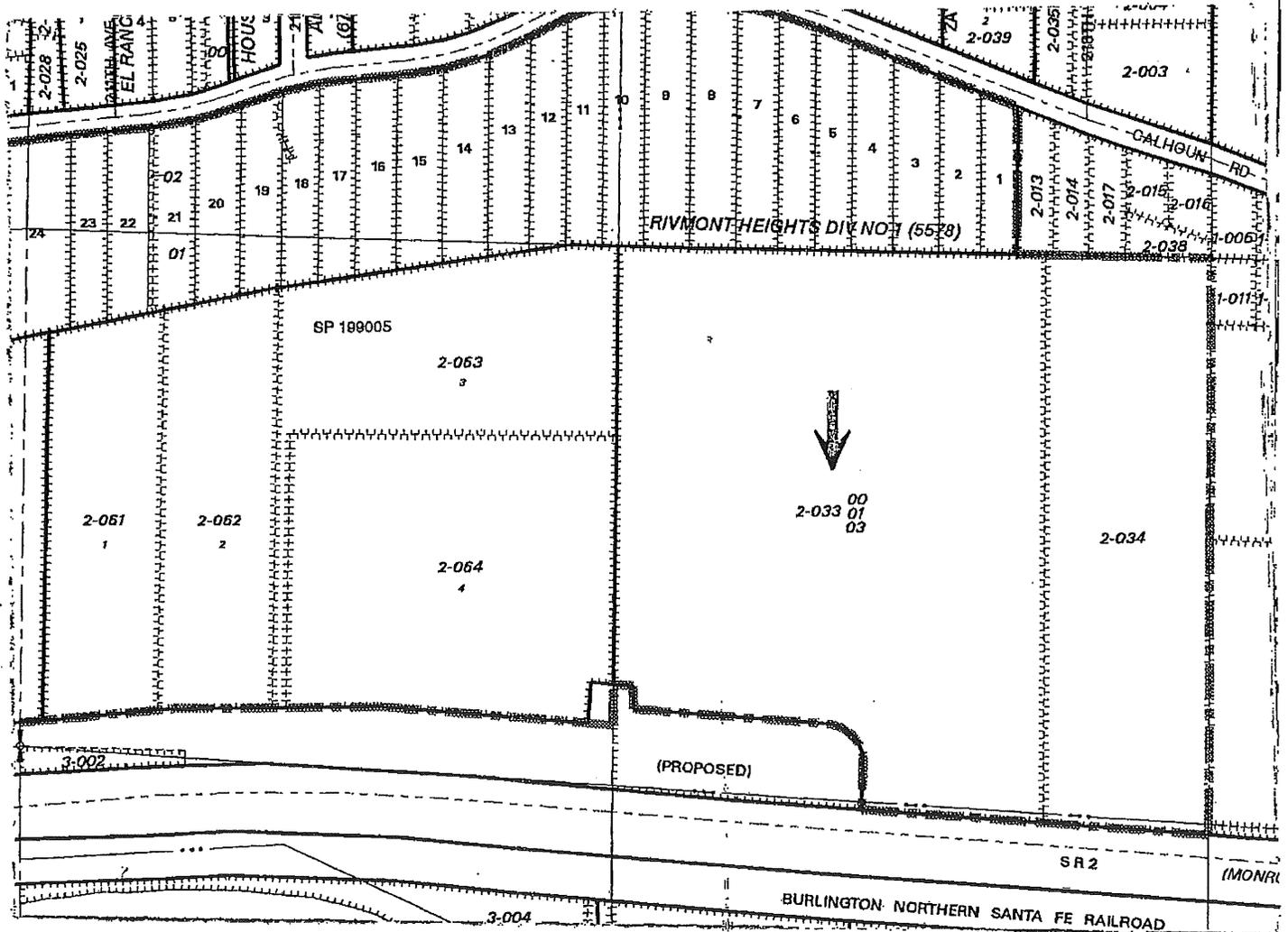
ORDER NO. 1128259

PLAT NAME: _____

VOL. _____ PAGE _____

RECORDING NUMBER: _____

SEC _____ TSHP _____ RNGE _____



3. Vesting_2076619

Statutory Warranty Deed

7:94
2076619
AFME

2076619

OFFICIAL RECORDS



PIONEER NATIONAL
TITLE INSURANCE CO.
COUNTY OFFICE
1363 2ND ST. G. AM 9:00
STANLEY DUBUQUE, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

Mail to
Send Tax Statement to

Statutory Warranty Deed

2076619

THE GRANTOR HENRY E. WERMKE and KATHE M. WERMKE, his wife

for and in consideration of TEN DOLLARS and other valuable consideration

in hand paid, conveys and warrants to DION F. ELLIS and ELSA C. ELLIS, his wife

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

The Southeast quarter of the Northwest quarter, EXCEPT the East 350 feet thereof and All that portion of Government Lot 6, lying North of Primary State Highway No. 15. All in Section 5, Township 27 north, Range 7 East, W.M. Situated in Snohomish County, Washington.

SUBJECT TO:

Perpetual easement for electric transmission line and related rights as granted to Pacific Northwest Bell Telephone Company, by instrument recorded under auditor's file No. 1470217.

General taxes for 1967.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated December 29, 1966, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrances arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated this 29th day of December, 1966.

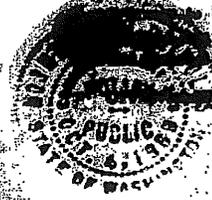
REAL ESTATE SALES TAX
AMOUNT PAID \$25.00
RECEIPT NO. 150657
Henry E. Wermke (REAL)
Kathe M. Wermke (REAL)

JAN 2 1967

STATE OF WASHINGTON,
County of KING

On this day personally appeared before me Henry E. Wermke and Kathe M. Wermke, his wife

to be the individual described in and who executed the within and foregoing instrument, and they signed the same as their free and voluntary act and deed, for the purposes mentioned.



day of JAN 1967
Notary Public in and for the State of Washington
residing at
OFFICIAL RECORDS

4. Exception_03_2175831

2175831
E/57
K/357

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 20th day of November, 1970
between Dixon F. Ellis and Elsa C. Ellis his wife

hereinafter called the "seller," and Robert S. Kreutz and Sandra L. Kreutz his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Snohomish County, State of Washington:

The Southeast quarter of the Northwest quarter; EXCEPT the East 360 feet thereof and All that portion of Government Lot 6 lying North of Primary State Highway No. 15 All in Section 5, Township 27 North, Range 1 East, W.M. County of Snohomish, State of Washington.

REAL ESTATE TAXES PAID
PROPERTY NO. 4395

NOV 24 1970

W.M. County Clerk
D. J. [Signature]
Deputy

The terms and conditions of this contract are as follows: The purchase price is \$49,000.00
Forty nine thousand and no/100.....(\$ 49,000.00) Dollars, of which
Four thousand and no/100.....(\$ 4,000.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Three hundred thirty and no/100.....(\$ 330.00) Dollars,
or more at purchaser's option, on or before the 15th day of December, 1970,
and Three hundred thirty and no/100.....(\$ 330.00) Dollars,
or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser hereto, agrees to pay interest on the diminishing balance of said purchase price
at the rate of 7% per cent per annum from the 20th day of November, 1970,
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.
All payments to be made hereunder shall be made at Bank of Everett, Monroe Branch
or at such other place as the seller may direct in writing.

In addition to the above terms of the contract, purchaser will make an additional balloon payment of \$6,000.00 on or before the 1st day of October 1972, which shall be in addition to the regular monthly payments and shall apply directly to the principal balance owing. At this time the regular monthly payments on the contract shall be reduced to \$300. or more per month including interest at 7% per annum computed on the diminishing principal monthly balances.
Subject to Contract of record which sellers will continue to pay.
Subject to perpetual easement for electric transmission line and related rights as granted to Pacific Northwest Bell Telephone Co.
As referred to in this contract, "date of closing" shall be:

(1) The purchaser shall and agrees to pay before delinquency all taxes and assessments that may be between grantor and grantor hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or title or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements destroyed by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a condensed thereof, issued by The American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any liability contract or contract under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(4) If seller's title to said real estate is subject to an existing easement or easements under which seller is purchasing said real estate, or any easement or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and pay for...

(5) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(6) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit same to fall into disrepair, and not to use, or permit the use of, the real estate for any illegal activity...

(7) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein provided, the seller may make such payments on behalf of the purchaser, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until same shall be repaid by purchaser on seller's demand, all without prejudice to any other right the seller may have by reason of such default.

(8) This is all the covenants of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any covenant or condition hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(9) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fee and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in such action with such suit, and also the reasonable cost of searching records to determine the condition of this at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Diann F. Ellis (REAL)
Lisa C. Ellis (REAL)
Robert W. Knight (REAL)
Dandra F. Knight (REAL)

STATE OF WASHINGTON,

County of Snohomish

On this day personally appeared before me Diann F. Ellis and Lisa C. Ellis 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 20th day of November, 1970

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

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of

Name Hill-Star Realty

Address 19132 Monroe Pass Hwy

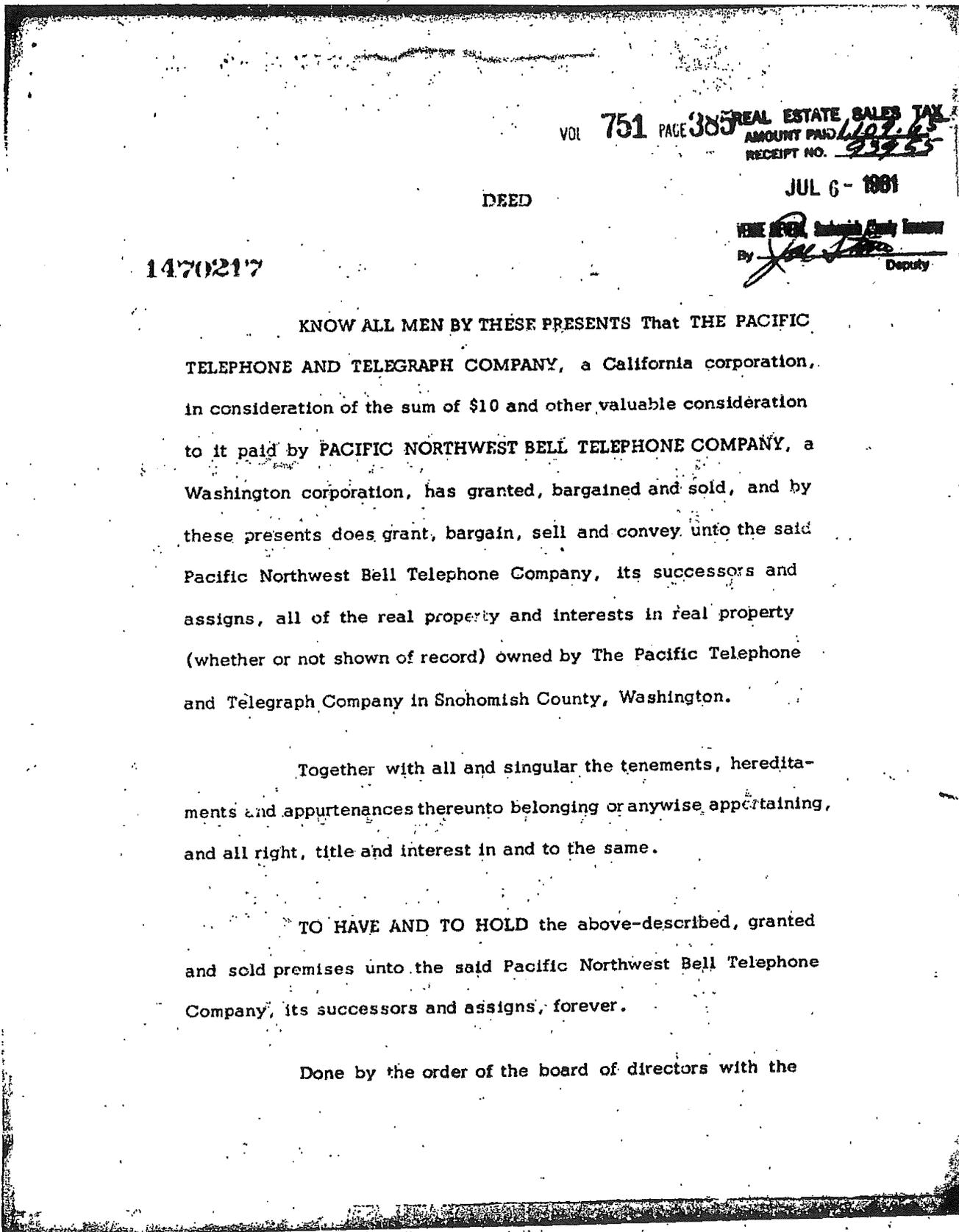
City and State Tulalip Wash 98272

THIS SPACE RESERVES FOR RECORDER'S USE. OFFICIAL RECORDS. 970 DEC 7 AM 11 25. RECORDED. 2175831

DEC 7 1970

OFFICIAL RECORDS Vol 464 Page 194

5. Exception_04_1470217



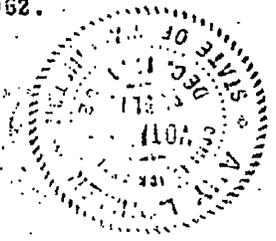
board of directors.

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

Amy Lehner

Notary Public in and for the State of Washington, residing at Seattle. My commission expires on December 17, 1962.



Federal and State Conveyance Tax Stamps affixed to OMNIBUS Transfer Document dated as of 11:59 P.M., 6/30/61, from The Pacific Telephone and Telegraph Company to Pacific Northwest Bell Telephone Company

1470219

-469 P

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INDEXED
FILED
RECORDED
DEEDS

McMickin, Russ Telephone

657-171 Colman Bldg
Seattle 4th

402

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

**NO EXCISE TAX
REQUIRED**

JUN 22 2005

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI



200506220162 2 PGS
06-22-2005 09:36am \$20.00
SNOHOMISH COUNTY, WASHINGTON



1180 (Rev 3/92)

**DISTRIBUTION EASEMENT
Underground and/or Overhead**

E- 47167
NW 05(27-7)/JAS
(324881/03) R/W 8814 7634

THIS INDENTURE made this 3rd day of May, 20 05, between
ROBERT S. KREUTZ and SANDRA L. KREUTZ, his wife
hereinafter referred to as Grantor, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, and Verizon
Northwest Inc, hereinafter referred to as Grantee, and _____
hereinafter referred to as Mortgagee, WITNESSETH

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

**The Southeast Quarter of the Northwest Quarter, EXCEPT the East 360 feet thereof;
AND all that portion of Government Lot 6, lying North of Primary State Highway No 15, all in Section 5,
Township 27 North, Range 7 East, W M , County of Snohomish, State of Washington.**

Situate in the County of Snohomish, State of Washington.

Tax Parcel No 27-0705-002-033-00 (A portion of NW 05-27-07)

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, semi-buried, and ground-mounted 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

**An Easement Area 10 feet in width having 5 feet of such width on each side of a centerline described as
follows: The centerline of grantee's facilities as now constructed, to be constructed, extended or relocated
lying within the above described property**

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

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

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

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

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

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

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

Please sign and have notarized below

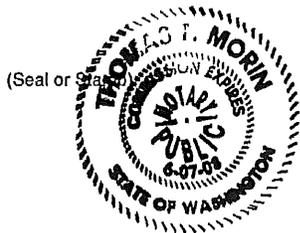
Robert S. Kreutz
Robert S Kreutz

Sandra L. Kreutz
Sandra L Kreutz

(INDIVIDUAL ACKNOWLEDGMENT)

State of WASHINGTON
County of SUOHOME

I certify that I know or have satisfactory evidence that Robert S kreutz and Sandra L kreutz 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 03 MAY 2005
Signature of Notary Public Thomas F. Morin
Title Notary Public
My appointment expires 06-07-2008

State of _____
County of _____

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument

(Seal or Stamp)

Dated _____
Signature of Notary Public _____
Title Notary Public
My appointment expires _____

7. 2076619

2076619

Statutory Warranty Deed

7-9-66
2076619
FAAF

OFFICIAL RECORDS



PIONEER NATIONAL
TITLE INSURANCE CO.
COUNTY OFFICE
1963 FEB 6 AM 9:00
STANLEY DUBUQUE, AUDITOR
SNOHOMISH COUNTY, WASH.
DEPUTY

Pioneer National
Title Insurance Company
WASHINGTON TITLE DIVISION

Mail to
Send Tax Statement to

mla
Statutory Warranty Deed

2076619

THE GRANTOR HENRY E. WERMKE and KATHE M. WERMKE, his wife

for and in consideration of TEN DOLLARS and other valuable consideration

in hand paid, conveys and warrants to DION F. ELLIS and ELSA G. ELLIS, his wife

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

The Southeast quarter of the Northwest quarter,
EXCEPT the East 350 feet thereof and
All that portion of Government Lot 6, lying North of Primary State
Highway No. 15.
All in Section 5, Township 27 north, Range 7 East, W.M.
Situated in Snohomish County, Washington.

SUBJECT TO:

Perpetual easement for electric transmission line and related rights
as granted to Pacific Northwest Bell Telephone Company, by instrument
recorded under auditor's file No. 1470217.

General taxes for 1967.

This deed is given in fulfillment of that certain real estate contract between the parties hereto,
dated December 29, 1966, and conditioned for the conveyance of the above
described property, and the covenants of warranty herein contained shall not apply to any title,
interest or encumbrances arising by, through or under the purchaser in said contract, and shall not
apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent
to the date of said contract.

Dated this 29th day of December, 1966.

REAL ESTATE SALES TAX
AMOUNT PAID \$2,500
RECEIPT NO. 150637
Henry E. Wermke (REAL)
Kathe M. Wermke (REAL)

JAN 2 1967

STATE OF WASHINGTON,
County of KING

On this day personally appeared before me Henry E. Wermke and Kathe M. Wermke, his wife



to be the individual described in and who executed the within and foregoing instrument, and
they signed the same as their free and voluntary act and deed, for the
purposes aforesaid.

day of JAN 1967
Notary Public
Notary Public in and for the State of Washington,
residing at *Ball...* OFFICIAL RECORDS

FVA 287 REG 708