

**NO EXCISE TAX
REQUIRED**

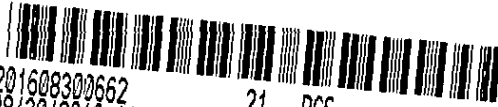
AUG 30 2016

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

RETURN TO AFTER RECORDING:

Patrick K. McKenzie
MARSH MUNDORF PRATT SULLIVAN
+ MCKENZIE, P.S.C.
4220 132nd Street SE, Suite 201
Mill Creek, WA 98012


201608300662 21 PGS
08/30/2016 11:52am \$93.00
SNOHOMISH COUNTY, WASHINGTON

Document Title(s): Development Agreement

Reference Number(s) of Document assigned or released: N/A

Grantor/Grantee: Select Homes, Inc.

Grantor/Grantee: Lonnie J. Davis and Susan Davis

Legal Descriptions (abbrev):

(1)Select Homes: Tract B, Eaglemont Div. 1, AFN 201409165002, Sno. County;

(2)Lonnie J. Davis and Susan Davis: Ptn. Of Govt. Lot 4, Sec. 30, TWNSHP 28,
North, Range 7, Sno. County;

Assessor's Property Tax Parcel/Account No(s):

(1)Select Homes: 0114190002000

(2)Lonnie J. Davis and Susan Davis: 28073000300600

Official Document

DEVELOPMENT AGREEMENT

~~August~~ This Development Agreement (the "Agreement") is entered into this 12th day of ~~June~~, 2016, by and between Select Homes, Inc., a Washington corporation, hereinafter, ("SELECT HOMES") and Lonnie J. Davis and Susan Davis, husband and wife, hereinafter, ("DAVIS"), and where designated collectively, (the "Parties").

I. RECITALS

A. SELECT HOMES is the owner of property referenced under Snohomish County Tax Parcel No. 0114190002000 and legally described on **Exhibit A** attached hereto, (the "SELECT HOMES Property"). SELECT HOMES is developing the SELECT HOMES property into residential building lots for commercial resale or construction of residential homes for sale to the general public.

B. DAVIS is the owner of property located adjacent to the SELECT HOMES property known by the mailing address of 13104 197th Street SE, Snohomish, Washington, 98290, referenced under Snohomish County Tax Parcel No. 28073000300600, and legally described on **Exhibit B** attached hereto, (the "DAVIS Property"). The SELECT HOMES property and the DAVIS property share a common boundary line which is the DAVIS Eastern boundary line and the SELECT HOMES Western boundary line.

C. The Western 30 feet of the SELCT HOMES property and the Eastern 30 feet of the DAVIS property is utilized by the parties as a private access road for ingress and egress and utility purposes and subject to easements recorded under Snohomish County Auditor's File Numbers 2215809, 7608120286, 760812020287, 7808090176 (the "shared roadway").

D. SELECT HOMES desires to construct road, sidewalk, curb, drainage and related improvements to the shared roadway pursuant to the construction civil plans approved by Snohomish County Planning & Development Services on May 3, 2016 attached as hereto as **Exhibit C** to facilitate its development of the SELECT HOMES property and to eventually dedicate the shared roadway to Snohomish County upon the recording of a final plat subdividing the SELCT HOMES property into residential building lots or as otherwise required under the Snohomish County Code for the establishment of a public road.

E. DAVIS desires to accommodate SELECT HOMES development of the SELECT HOMES property pursuant to the following agreement.

II. AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and benefits realized by and between the Parties hereto, the undersigned parties hereby agree as follows:

1. Recitals and Schedules Incorporated. Each recital set forth above and each Exhibit referenced herein and attached hereto is incorporated into this Agreement as though fully set forth herein.
2. Shared Roadway improvements. Select Homes shall construct improvements to the shared roadway including, road construction, paving, side walk, curbing, drainage, and related improvements pursuant to the construction civil plans approved by Snohomish County Planning & Development Services on May 3, 2016 attached as Exhibit C (the "roadway improvements") at its sole cost and expense during the course of its development of the Select Homes property. Davis agrees to grant to Select Homes a Temporary Construction easement in the form of **Exhibit D** which may be recorded simultaneously with the recording of this Agreement permitting Select Homes to construct the roadway improvements to the shared roadway affecting the East 30 feet of the Davis property.
3. Future Road Maintenance. Select Homes shall maintain the existing shared roadway at its sole cost and expense through and until the shared roadway is dedicated to the public upon the recording of a final plat subdividing the Select Homes property into residential building lots or until the establishment of a public road as required by Snohomish County and undertake the shared roadway improvements when necessary during the course of its development of the Select Homes Property. Select Homes shall maintain the roadway in good operating condition at all times to insure access by the parties, their occupants, agents, guests, employees, service providers and emergency vehicles.
4. Parking. For the safety of the parties, and their guests and invitees, no machinery, trailers, vehicles, or other property may be stored or parked upon the shared roadway except the parking of vehicles for a limited period of time not exceeding 12 hours.
5. Future Dedication of Shared Roadway. Upon completion of the roadway improvements by Select Homes, Davis agrees to cooperate and dedicate as necessary or required by Snohomish County or the City of Monroe the East 30 feet of the shared private road which is part of the Davis property upon the recording of the final plat by Select Homes or as otherwise required by Snohomish County or the City of Monroe for the establishment of a public road and execute any and all documentation necessary to accomplish said dedication.
6. Termination and Relinquishment of Easement rights. Upon recording of the final plat by Select Homes and the dedication of the private shared roadway for public

use or as otherwise required by Snohomish County or the City of Monroe for the establishment of a public road, the parties agree to relinquish and terminate the easements which grant access for ingress and egress over the shared private roadway in the form of **Exhibit E**. Exhibit E shall be signed by the parties upon mutual execution of this Agreement and held by Select Homes until the recording of the final plat and the dedication of the shared private roadway or as otherwise required by Snohomish County or the City of Monroe for the establishment of a public road at which time Select Homes is authorized to record Exhibit E.

7. Effective Date and Recording of Agreement. This Agreement is effective immediately upon mutual execution by all parties. This Agreement may be recorded by Select Homes after execution at its sole cost and expense.

8. Heirs, Successors and Assigns. The terms and conditions of this Agreement shall bind, and inure to the benefit of, the parties' heirs, successors, and assigns. Upon the sale of its property by a Party, that Party shall be relieved of personal responsibility for the performance of the obligations under this agreement which are due on or after the date of the sale, with that obligation passing to the purchaser of the property. Each Party shall remain responsible for any and all obligations or liabilities that arose prior to the sale. This agreement and the obligations arising hereunder may be enforced through the equitable remedy of specific performance by any party to this Agreement. The Parties may hereafter record a declaration of satisfaction of all rights and obligations under the Agreement for the limited purpose of removing this Agreement from record title.

9. Entire Agreement. This Agreement and related Exhibits contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified or amended in any way, except in writing, signed by the parties hereto, or their successors in interest. The Exhibits shall have no legal force or effect until the original signed Exhibit is recorded with the Snohomish County Auditor.

10. Authority, Representations and Warranties. If representing an entity, that signatory represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.

11. Applicable Law and Enforcement. Any question of dispute as to the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any party, or their heirs, successors, or assigns should default in that party's obligations under the terms of this Agreement, any party may enforce the terms of this Agreement.

12. Severability. If any of the provisions of this Agreement shall prove to be invalid, void, illegal, or incapable of being enforced by any rule or law, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as

the substance of the actions herein are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that actions contemplated hereby are fulfilled to the extent possible.

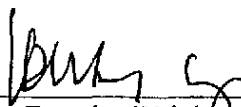
13. Future Cooperation. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order to accomplish the intent and purposes of this Agreement and to carry out its provisions. The parties further agree to cooperate with one another in order to eliminate any underlying encumbrances which may remain with respect to each parcel of property being conveyed hereunder.

14. Non Waiver. The failure of any party hereto to insist on strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances shall not be construed to be a waiver or relinquishment of any such action or right, or of any other covenant or agreements, but shall the same be and remain in full force and effect.

15. Attorney's Fees and Costs. If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements authorized under RCW 4.84.010, such sum as the Court or Arbitrator may determine to be reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signature below.

Select Homes, Inc.

By: 
Douglas Wrigley, Vice President/CFO

Lonnie J. Davis

Lonnie J. Davis

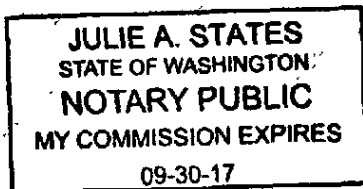
Susan Davis

Susan Davis

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Douglas Wrigley, to me known to be the Vice President/Chief Financial Officer of Select Homes, Inc., 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 stated that he was authorized to execute the said instrument as such Member.

GIVEN under my hand and official seal this 12 day of ^{August}~~June~~, 2016.



Julie A. States
Julie A. States [print name]
NOTARY PUBLIC in and for the State of
Washington, residing at Lynnwood.
My commission expires 9-30-17.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 011419-000-100-00

Tract "B" of the plat of Eaglemont Division No. 1, recorded under Auditor's File No. 201409165002, records of Snohomish County, Washington;

Except that portion of Tract "B" of Eaglemont Division No. 1, lying Southerly of the following described line:

Commencing at the most Southerly corner of said Tract "B",
thence North 00 ° 45'07" East, 122.31 feet to the Point of Beginning of the herein described line;
thence South 82 ° 35'56" West, 88.57 feet;
thence South 68 ° 35'39" West, 54.31 feet;
thence North 89 ° 45'56" West, 119.92 feet;
thence South 00 ° 45'06" West, 55.70 feet to the North line of Tract "A" of said Eaglemont Division No. 1 and terminus of the herein described line

Also except that portion of Tract "B" of said Eaglemont Division No. 1, lying Westerly of the following described line:

Commencing at the Northwest corner of Section 31, Township 28 North, Range 7 East of the Willamette Meridian;
thence South 00 ° 37'13" West, along the West line of said Section 31, a distance of 329.48 feet to the Point of Beginning;
thence South 89 ° 34'43" East 122.50 feet;
thence South 00 ° 37'13" West, 276.54 feet to the point of curvature of a tangent curve to the left, whose radial center bears South 89 ° 22'47" East, 176.00 feet;
thence along said curve to the left, through a central angle of 25 ° 34'04", an arc distance of 78.54 feet,
thence North 89 ° 22'47" West, 77.23 feet;
thence South 00 ° 37'13" West, 58.00 feet;
thence North 89 ° 22'47" West, 62.50 feet to the said West line of Section 31,
thence North 00 ° 37'13" East, along said West Section line, a distance of 410.07 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

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ALTA Commitment (Adopted 06.17.2006)

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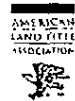


EXHIBIT B

THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M. LYING SOUTHERLY OF THE COUNTY ROAD;

EXCEPT THE EAST 660 FEET OF GOVERNMENT LOT 4;

AND EXCEPT ALL THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 4;
THENCE NORTH 836.92 FEET ALONG THE WEST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 30 TO THE TRUE POINT OF BEGINNING;
THENCE EAST AT RIGHT ANGLES 105 FEET MORE OR LESS TO THE SOUTHWESTERLY MARGIN OF THE COUNTY ROAD (HAVING A 20 FOOT HALF RIGHT OF WAY);
THENCE NORTHWESTERLY 264 FEET, MORE OR LESS ALONG SAID SOUTHWESTERLY MARGIN TO AN INTERSECTION OF SAID MARGIN WITH THE WEST LINE OF GOVERNMENT LOT 4 OF SAID SECTION 30;
THENCE SOUTH 241 FEET, MORE OR LESS, ALONG SAID WEST LINE TO THE POINT OF BEGINNING

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

Official Document

**NO EXCISE TAX
REQUIRED**

AUG 30 2016

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

EXHIBIT D

**Filed for Record by and
After Recording Return to:**

Patrick K. McKenzie
Mill Creek Law
4220 132d Street S.E., Suite 201
Mill Creek, WA 98012

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

Document Title(s): Agreement for Temporary Construction Easement Reference Number(s) of Document assigned or released: N/A

Grantor: Lonnie J. Davis and Susan Davis

Grantee: Select Homes, Inc.

Legal Descriptions: (1) (Lonnie J. Davis and Susan Davis): Ptn. of Govt. Lot 4, Sec. 30, TWNSHP 28, North, Range 7, Sno. County

(2) (Select Homes, Inc.): Trace B, Eaglemont Div. 1, AFN 201409165002, Sno. County;

Assessor's Property Tax Parcel/Account No(s):

Select Homes parcel: . 0114190002000

Davis parcel: 28073000300600

THIS AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT (the "Construction Easement") is entered into as of this _____ day of June, 2016, by and between Select Homes, Inc., a Washington corporation, or its successors and assigns, ("Select Homes") and Lonnie J. Davis and Susan Davis, husband and wife, ("Davis"), and where designated hereafter collectively, (the "Parties").

I. RECITALS

A. SELECT HOMES is the owner of property referenced under Snohomish County Tax Parcel No. 0114190002000 and legally described on **Exhibit A** attached hereto, (the "SELECT HOMES Property"). SELECT HOMES is developing the SELECT HOMES property into residential building lots for commercial resale or construction of residential homes for resale to the general public.

B. DAVIS is the owner of property located adjacent to the SELECT HOMES property known by the mailing address of 13104 197th Street SE, Snohomish, Washington, 98290, referenced under Snohomish County Tax Parcel No. 28073000300600, and legally described on **Exhibit B** attached hereto, (the "DAVIS Property"). The SELECT HOMES property and the DAVIS property share a common boundary line which is the DAVIS Eastern boundary line and the SELECT HOMES Western boundary line.

C. The Western 30 feet of the SELECT HOMES property and the Eastern 30 feet of the DAVIS property is utilized by the parties as a private access road for ingress and egress and utility purposes and subject to easements recorded under Snohomish County Auditor's File Numbers 2215809, 7608120286, 760812020287, 7808090176 (the "shared private roadway").

D. SELECT HOMES desires to construct road, sidewalk, curb and related improvements to the shared private roadway (the "roadway improvements" to facilitate its development of the SELECT HOMES property and to eventually dedicate the shared private roadway to Snohomish County upon the recording of a final plat subdividing the SELECT HOMES property into residential building lots.

E. DAVIS desires to accommodate SELECT HOMES development of the SELECT HOMES property and allow for construction of the above roadway improvements affecting the East 30 Feet of the Davis property pursuant to the following Temporary Construction Easement.

NOW THEREFORE, in furtherance of the foregoing recitals and for the mutual benefit of the Parties and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. AGREEMENT

1. Recitals and Schedules Incorporated. Each recital set forth above and each schedule referenced herein and attached hereto is incorporated into this Construction Easement as though fully set forth herein.
2. Grant of Easement. Subject to the terms and conditions stated herein, Davis grants and conveys to Select Homes for the use of Select Homes and or its successor in interest, and its contractors and subcontractors, a temporary non-exclusive construction and access easement over, through, across, and upon the East 30 Feet of the Davis property as legally described on Exhibit B (the "Easement Area") as may be necessary for the construction of the roadway improvements including, asphalt paving, sidewalks, curbing, drainage and related improvements and for reasonable ingress to and egress from the Easement Area, except that this easement shall not authorize construction access through or staging upon any parking or access roadways on the Davis property that would interfere or obstruct ingress and egress to and from the Davis property.
3. Davis Use of the Easement Area. Davis shall retain the right to use and enjoy the Easement Area, including the right to use the existing improvements located within the Easement Area, so long as such use does not interfere with Select Homes development and construction of the Roadway improvements.
4. Construction and Restoration. At its sole cost and expense, Select Homes or its successor in interest shall be responsible for the testing, studies, engineering design, permitting, clearing, and construction reasonable necessary for installation of the Roadway improvements. After construction, Select Homes shall remove all vehicles and equipment and clean the easement area of all debris. Select Homes shall perform all such work in a careful, workmanlike manner, free of all claims and liens.
5. Term. The Construction Easement rights granted herein shall remain in effect until Select Homes or its successor in interest has completed engineering design, permitting, construction, and installation of the Roadway improvements and the Roadway has been dedicated for public use upon the recording of the final plat by Select Homes or as otherwise required by Snohomish County or the City of Monroe for the establishment of a public road.
6. Insurance. Select Homes or its successor in interest agrees to maintain and cause its contractors who perform any work related to the Roadway improvements to maintain reasonable and customary commercial general liability insurance with coverage limits of not less than One Million Dollars (\$1,000,000) for bodily injury, personal injury, and property damage.

7. Remedies. In the event of any breach or threatened breach of this Construction Easement by either Party, including any title defect claims that may affect the easement rights granted herein, the aggrieved Party shall have all rights at law or in equity, including the right to specific performance. In no event shall a waiver by either Party or the right to seek relief under this Section constitute a waiver of any other or further violation. It is expressly agreed that no breach of this Construction Easement shall entitle either Party to cancel, rescind, or otherwise terminate this Easement rights granted hererein.

8. General Provisions.

8.1 Attorneys' Fees. The prevailing Party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorneys' fees incurred in such action, including on appeal.

8.2 Covenant Running with the Land. The Easement rights granted hereby and the conditions herein shall be a covenant running with the land and shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. Davis hereby consents to Select Homes' assignment of the rights and obligations under this Construction Easement to a successor in interest without prior notice and shall release Select Homes of its obligations under this Easement upon the effective date and recordation of said Assignment.

8.3 Authority. The persons executing this Agreement on behalf of the respective Parties hereby represent and warrant that they are authorized to enter into this Agreement on the terms and conditions herein stated.

8.4 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Snohomish County Superior Court.

8.5 Entire Agreement. This Construction Easement, the Development Agreement, Easement Termination agreement, and Exhibits attached hereto entered into between the parties of the same date contain the entire agreement of the Parties with respect to the subject matter hereof, and supersede all prior or other contemporaneous agreements with respect thereto.

8.6 Further Assurances. Each of the Parties to this Easement, shall, at its own cost and expense, execute, deliver, and record such further documents and instruments and will take such other actions as may be necessary, reasonably required, or appropriate to evidence or carry out the intent and purposes of this Easement.

8.7 Headings. The headings and subheadings contained in this instrument are solely for the convenience of the Parties and are not to be used in construing this Agreement.

8.8 Counterparts. This Construction Easement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

8.9 Release and Indemnity. Select Homes hereby indemnifies, and promises to defend and save Davis harmless from and against any and all liability, loss, damage, expense, action, and claims, including reasonable attorneys' fees incurred by Davis in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omission of Select Homes its Grantee's, servants, agents, employees, and contractors in the exercise of the easement rights granted herein; provided, however, this section does not purport to indemnify Davis against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Davis or their agents or employees; provided further that this section does not purport to indemnify Davis for any breach of its representations and covenants made herein.

[SIGNATURES ON THE FOLLOWING PAGE]

Unofficial Document

IN WITNESS WHEREOF, the Parties have caused this Temporary Construction Easement to be executed the day and year first above written.

Select Homes, Inc.

By: _____
Douglas Wrigley, Vice President/CFO

Lonnie J. Davis

Susan Davis

Unofficial Document

STATE OF WASHINGTON)

): ss

COUNTY OF SNOHOMISH)

On this day personally appeared before me Douglas Wrigley, to me known to be the Vice President/Chief Financial Officer of Select Homes, Inc., 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 stated that he was authorized to execute the said instrument as such Member.

GIVEN under my hand and official seal this ____ day of June, 2016..

[print name]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Unofficial Document

STATE OF WASHINGTON)

) ss

COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Lonnie J. Davis and Susan Davis are the persons who appeared before me and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this ____ day of June, 2016.

[Print Name] _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

Unofficial Document

EXHIBIT E

RETURN TO AFTER RECORDING:

Patrick K. McKenzie
MARSH MUNDORF PRATT SULLIVAN
+ McKENZIE, P.S.C.
16504 9th Avenue SE, Suite 203
Mill Creek, WA 98012

Document Title(s): Agreement for Termination and Relinquishment of Easement Rights
Reference Number(s) of Document assigned or released: 7608120286; 7608120287;
7808090176; 2215809

Grantor/Grantee: Select Homes, Inc.

Grantor/Grantee: Lonnie J. Davis and Susan Davis

Legal Descriptions (abbrev):

(1) Select Homes: Tract B, Eaglemont Div. 1, AFN 201409165002, Sno. County;

(2) Lonnie J. Davis and Susan Davis: Ptn. of Govt. Lot 4, Sec. 30, TWNSHP 28,
North, Range 7, Sno. County;

Assessor's Property Tax Parcel/Account No(s):

(1) Select Homes: 0114190002000

(2) Lonnie J. Davis and Susan Davis: 28073000300600

**AGREEMENT FOR TERMINATION AND
RELINQUISHMENT OF EASEMENT RIGHTS**

THIS AGREEMENT FOR TERMINATION AND RELINQUISHMENT OF EASEMENT RIGHTS (the "Termination Agreement") is made and entered into this ____ day of June, 2016, by and Select Homes, Inc., a Washington corporation, ("Select Homes") and Lonnie J. Davis and Susan Davis, husband and wife, ("Davis"), and where designated collectively, (the "Parties").

I. RECITALS

A. SELECT HOMES is the owner of property referenced under Snohomish County Tax Parcel No. 0114190002000 and legally described on **Exhibit A** attached hereto, (the "SELECT HOMES Property"). SELECT HOMES is developing the SELECT HOMES property into residential building lots for commercial resale or construction of residential homes for resale to the general public.

B. DAVIS is the owner of property located adjacent to the SELECT HOMES property known by the mailing address of 13104 197th Street SE, Snohomish, Washington, 98290, referenced under Snohomish County Tax Parcel No. 28073000300600, and legally described on **Exhibit B** attached hereto, (the "DAVIS Property"). The SELECT HOMES property and the DAVIS property share a common boundary line which is the DAVIS PROPERTY Eastern boundary line and the SELECT HOMES Western boundary line.

C. The Western 30 feet of the SELECT HOMES property and the Eastern 30 feet of the DAVIS property is utilized by the parties as a private access road for ingress and egress and utility purposes subject to easements recorded under Snohomish County Auditor's File Numbers 2215809, 7608120286, 760812020287, 7808090176 (the "shared roadway").

D. The Parties as a beneficiary of the above recorded easements desire to declare their mutual intent and agreement to terminate and relinquish the existing Easement rights established thereunder pursuant to the following agreement.

II. AGREEMENT FOR TERMINATION AND RELINQUISHMENT OF EASEMENT RIGHTS

NOW, THEREFORE, in consideration of the above Recitals and the mutual benefits to be derived by the undersigned Parties, Select Homes and Davis hereby agree as follows:

2.1 Select Homes and Davis hereby permanently and irrevocably terminate and relinquish all Easement rights created by specific grant under Snohomish County Auditor's File No.'s 2215809, 7608120286, 760812020287, 7808090176, effective upon recordation of this Agreement for Termination and Relinquishment of Easement rights.

2.2 This Termination Agreement shall be construed as a covenant running with the land, and shall be binding upon the undersigned owners, its heirs, successors and assigns, in perpetuity.

Select Homes, Inc.

By: _____
Douglas Wrigley, Vice President/CFO

Lonnie J. Davis

Susan Davis

STATE OF WASHINGTON)
); ss
COUNTY OF SNOHOMISH)

On this day personally appeared before me Douglas Wrigley, to me known to be the Vice President/Chief Financial Officer of Select Homes, Inc., 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 stated that he was authorized to execute the said instrument as such Member.

GIVEN under my hand and official seal this _____ day of June, 2016.

[print name]
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

