

Return to Planning

22.00
26.00

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS

Known All Men By These Presents:

That we, the undersigned, having a real interest in the tract of land described by this declaration; and do hereby declare the herein described division of land approved as short plat number 218906275SP on the 24th day of February, 1989, by the Department of Planning and Community Development of Snohomish County, subject to the following covenants and conditions:

1. That the land described by this Declaration may not be further subdivided in any manner by anyone within five (5) years of the above date of approval without a final plat, having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Ch. 58.17 RCW, and the resolutions of Snohomish County, and subject to the penalties attendant thereto.
2. That all subsequent deeds will contain provisions for private roads in the manner described herein.
3. Snohomish County has no obligation to build, improve, maintain or otherwise service the private roads contained within or providing service to this short subdivision.
4. That any private road will be subject to a utilities easement in favor of the grantor or his successor and of any electric, telephone, television cable, gas, water, or sewer company, public or private, or their permittees or assigns to install, construct, operate, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes.
5. That with respect to any private road described by this Declaration whether it remains private or becomes a dedicated county road, there is the additional right to make all necessary slopes for cuts and fills; and the right to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvements for dedication of the roads and ways shown herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way or hamper proper road drainage.
6. That the legal description of the land herein subdivided into not more than four (4) parcels is attached hereto and incorporated by reference as though fully set out herein.
7. The sale or lease of less than a whole lot in this short subdivision is expressly prohibited except in compliance with the requirements of Title 19 or Title 20, S.C.C.
8. All landscaped areas in public rights-of-way shall be maintained by the owner and his successor(s) and may be reduced or eliminated by the County if deemed necessary for or detrimental to county road purposes.
9. That additional covenants, easements, and restrictions, if any, solely for the benefit of the grantor, his heirs, successors and assigns enforceable only by such persons, are attached hereto as exhibit(s) _____ and incorporated by reference as though fully set out herein.

SNOHOMISH COUNTY

FEB 16 1989

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8902240377

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RECORDED BY SNOHOMISH COUNTY AUDITOR, DEAN V. WILLIAMS, COUNTY AUDITOR

That, but for the exception contained in paragraph (9) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the county and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

Dated this 15th day of Feb., 1989.

x Paul Tanis Jr.
(Grantor) _____ (Grantor)
PAUL TANIS, JR.

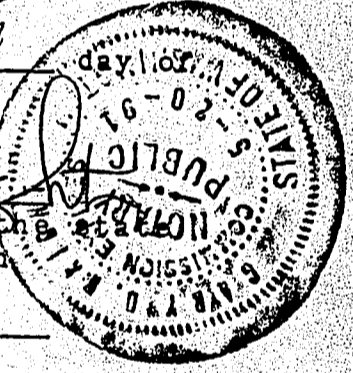
x Ella J.C. Tanis
(Grantor) _____ (Grantor)
ELLA J.C. TANIS

State of Washington)
County of Snohomish) ss.

On this day personally appeared before me Paul Tanis Jr. & Ella J.C. Tanis to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as the free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 15th day of Feb, 1989.

[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Marysville



State of Washington)
County of Snohomish) ss.

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

Given under my hand and official seal this _____ day of _____, 19____.

Filed for record FEB 24, 1989 3:59 AM-PM
Request Paul & Ella Tanis
DEAN V. WILLIAMS, Snohomish County Auditor

NOTARY PUBLIC in and for the state of Washington, residing in _____

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SNOHOMISH COUNTY
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RECORDED BY SNOHOMISH COUNTY AUDITOR HEAVY WILLIAMS COUNTY AUDITOR

That, but for the exception contained in paragraph (9) above, these covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the resolutions and regulations of Snohomish County and the county and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

Dated this _____ day of _____, 19__.

[Signature]
(Grantor)

[Signature]
(Grantor)

(Grantor)

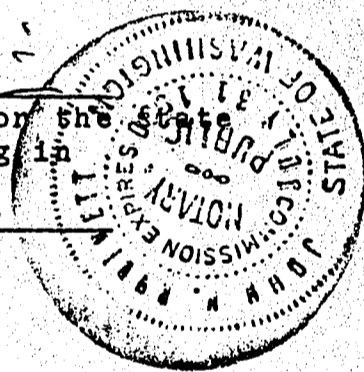
[Signature]
(Grantor)

State of Washington)
County of Snohomish) ss.

On this day personally appeared before me Mary D. Ball to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 26 day of October, 1988.

[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Evault

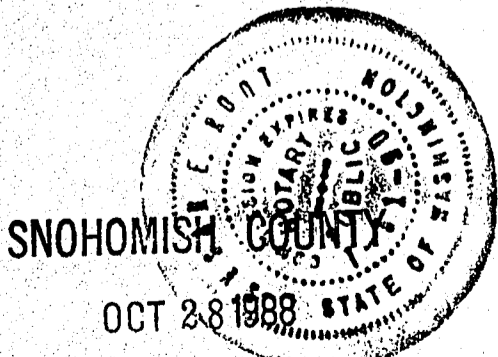


State of Washington)
County of Snohomish) ss.

On this day personally appeared before me John H. Robinson and Katherine Jo Robinson to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that They signed the same as Their free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 27th day of October, 1988.

[Signature]
NOTARY PUBLIC in and for the state of Washington, residing in Ball



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10. A. "The applicant must exercise proper care during the design and construction of the road and site improvements such that downstream drainageways or facilities are not adversely impacted by the development."
- B. "No clearing, grading, or filling of any kind, building construction or placement, or road construction shall occur within any "native growth protection area" except for necessary utility installations. Removal of trees by the property owner shall be limited to those which are dead, diseased, or hazardous. No adjustment to the boundary of this easement shall occur without further environmental review by Snohomish County."
- C. "No alterations to the beaver dam or dams should be allowed without a detailed drainage plan that examines the downstream impacts of the removal."
- D. "Any work within the ordinary high water marks of the stream will require a hydraulic project approval from the Washington Department of Fisheries or Wildlife. This would include any alterations to the beaver dam."

Robinett and Associates
October 18, 1988
Page 2

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OCT 28 1988

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RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN W. WILLIAMS, COUNTY AUDITOR

8806275

~~XXXXXXXXXXXXXXXXXXXX~~

NO EXCISE TAX
REQUIRED

After recording return to:
John M. Robinett
1001 Broadway A-10
Everett, WA 98201

OCT 5 1988

KIRKE STEVENS, Snohomish County Treasurer
By Garner
Deputy

DECLARATION OF EASEMENT,
CONDITIONS AND OBLIGATIONS

The undersigned being the owners in fee or contract purchasers of portions of the fee of the following described property situate in the County of Snohomish, State of Washington, to-wit:

The North 792.00 feet of the Northwest Quarter of the Northeast Quarter of Section 25, Township 31 North, Range 5 East, Willamette Meridian, Snohomish County, State of Washington.

EXCEPT the North 732.00 feet of the West 660.00 feet.

ALSO EXCEPT the West 30.00 feet thereof for County Road.

hereinafter referred to as the "principal tract".

for and in consideration of the mutual benefits to be derived therefrom do hereby declare, create, establish, grant and convey to the present and future owners of the above described parcels or any portions thereof, their heirs, successors and assigns, a non-exclusive easement for ingress, egress, drainage, and utilities over, under, along, across and within those portions of the above described parcel lying within the area described as follows:

A sixty foot wide strip of land described as follows:

The South 60.00 feet of the North 792.00 feet of the East 630.00 feet of the West 660.00 feet of the Northwest Quarter of the Northeast Quarter of said Section 25.

AND TOGETHER WITH the East 60.00 feet of the West 720.00 feet of the South 456.00 feet of the North 792.00 feet of the Northwest Quarter of the Northeast Quarter of said Section 25.

Said easement as established is appurtenant to and for the benefit of the present and future owners, their heirs, successors and assigns, of all or portions of the property described above.

I

The present and future owners of the property herein described, agree, by their acceptance of conveyance of an

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interest either by deed or by acquiring a contractual interest in said tract, that the costs of repair, maintenance, and upkeep of said easement shall be borne by the owners of principal tracts who have an appurtenant interest in said easement, said parties share of said costs to be borne equally by the present and future owners of the tracts or other portions of the lands herein described.

II

The present and future owners further agree by their acceptance of a deed or by signing a contract of purchase for a lot that said costs for repair, maintenance and upkeep of said easement, whether said costs are collected by annual or monthly assessments or charges, or whether said costs are charged after the completion of such repair, maintenance or upkeep, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made until paid. Each such assessment, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or charge fell due.

The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Owners of lots by their acceptance of a deed or by their signature to a contract for the purchase of a lot agree that interest at the rate of 12% per annum, and costs for reasonable attorneys fees, if suit is necessary to collect said assessments, shall be additional charges which may be collected due to said assessments.

III

Any assessment not paid within 30 days after the due date, shall bear interest from the due date at the rate of 12% per annum. For purposes of interpretation, if the assessments are monthly assessments the due date shall be the 1st day of each and every calender month; if the assessments are annual assessments, the due date shall be January 1 of each and every calendar year, and if the assessments are levied after the completion of a project of repair, maintenance or upkeep, the due date shall be 30 days after the completion of said project.

IV

At any time after two portions of the property described herein are sold by the present owners of said parcels, the owners of two parcels can call a meeting for purposes of determining the following matters:

- (a) Designation of a Chairman to conduct said meeting, said Chairman to be an owner other than one of the developers of said property.

- (b) The amount of assessment and whether the assessments for repair, maintenance and upkeep, shall be a monthly charge, yearly charge, or a charge to be levied after each project of repair, maintenance and upkeep.
- (c) Selection of a permanent Committee composed of at least two property owners other than those who are original developers of said property, to administer the collection, and enforcement of charges for repair, maintenance and upkeep for said easement and the amount thereof. Said Committee after its appointment shall elect a Chairman member as permanent chairman.
- (d) Submit to the owners of lands in said area the guidelines, relative to said imposition of the assessments, the matter of the collection of same, and the amount thereof, at a meeting duly called in accordance with the guidelines herein for other meetings, and after approval of the landowners at such meeting carry out the terms as designated by said landowners.

Written notice of any meeting called for herein shall be sent to all owners not less than 10 days nor more than 50 days in advance of the meeting. In order for business to be conducted at such meetings a quorum of 60% of owners entitled to vote shall be present. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting, but no less than three. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting. All matters at such meeting shall be adopted or approved by a 51% majority of those owners present at such meeting, and if adopted shall be binding on all owners who are a party to this agreement, their heirs, successors and assigns.

VI

Owners entitled to vote shall be those who have an undivided interest in a lot and shall be entitled to one vote for each lot. If an owner owns a lesser interest in said lot, he shall be entitled to vote but only in proportion to the partial interest with respect to the lot. If a lot is further legally subdivided the owners of each lot thereby created shall be entitled to one vote.

VII

The permanent Committee as selected in Article IV may in the name of the Chairman of said Committee bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property subject thereto together with interest, costs and reasonable attorney's fees if any assessment is not paid within 90 days after the due date.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private road, or abandonment of his lot.

VIII

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

The lien of the assessments provided for herein shall also be subordinate to any security interest of Declarant in any tract which secures any Owner's obligation to pay Declarant the purchase price of such tract.

IX

"Owners" for themselves and for their successors and assigns do for and in consideration of the mutual benefits to be derived therefrom, do hereby grant and convey to Public Utility District No. 1 of Snohomish County, General Telephone Company of the Northwest, Inc., and any public or private water or utility district, their heirs, successors and assigns, an easement over, under, along and across the easement areas hereinbefore described for purposes of furnishing electric power and telephone communications, and water to the "principal tract" or any portion thereof, either on poles or underground cable or cables. Granting the right to said Public Utility District and Telephone Company, and private or public water or utility district, their successors or assigns, the rights of ingress and egress over, under, along and across said hereinbefore described easement areas for purposes of repair, maintenance, replacement, and upkeep of said electrical, telephone, and water lines, and further granting unto said parties the right to cut trees, brush, undergrowth and foliage, beyond the easement areas which in the absolute discretion of said Companies, might menace, endanger or cause damage to said lines. And also to extend and establish

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RECORDED BY SNOHOMISH COUNTY AUDITOR NEAVY WILLIAMS COUNTY AUDITOR

anchors for poles seven feet beyond said easement area unto adjacent property, together with rights of ingress and egress for purposes of repair, maintenance and replacement of said anchors.

X

Invalidation of any one of these covenants by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

XI

The covenants and obligations herein contained shall run with and bind the land, and shall be binding upon the present and future owners of the land herein described, their heirs, successors and assigns, until such time as the private road herein, is accepted by the County of Snohomish, State of Washington or its successors or assigns as a public road.

DATED this date _____ day of _____, 19____.

John M. Robinett
John M. Robinett

Katherine Jo Robinett
Katherine Jo Robinett

G & K Enterprises (A Washington Registered Partnership)

Gary D. Ball
Gary D. Ball

State of Washington :
: ss
County of Snohomish :

On this 27 day of September, 1988, personally appeared before me GARY D. BALL to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that HE signed the same as HIS free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27 day of September 1988.

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

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STATE OF WASHINGTON,
COUNTY OF Snohomish ss.

On this day personally appeared before me John M. Robinett
and Katherine Jo Robinett

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 29th day of
September 19 88

Susan E. Root
Notary Public in and for the State of Washington, residing at
Bothell

8902240377

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SNOHOMISH COUNTY DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT

4th Floor, County Administration Building, Everett, WA 98201
Telephone: (206) 259-9311

SHORT PLAT APPLICATION

1. Applicant's Name(s): Robinett & Associates
Address: 10525 HWY 99 N Marysville, WA 98270
Phone (home): N/A Phone (business): 252-2500

2. Relation of Applicant to Property (circle one):
Owner Contract Purchaser Lessee Other (specify) Owner

3. Name, mailing address and telephone number of the applicant's representative, if any:
SAME

4. General location of the property (including nearest intersection):
Access to said property Approx. 800 FT. South of 172nd St. N.E.
along the East side of 91st Ave, N.E.

5. Legal description of the property: The North 792 feet of the
Northwest quarter of the Northeast quarter of Section 25, Township
31 North, Range 5 East, W.M; EXCEPT the North 732 feet of the West
660 feet and also excepting the West 30 feet thereof for county
road.
Situate in the County of Snohomish, State of Washington

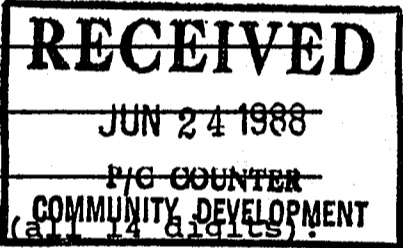
6. Date the property was acquired: June 88 7. Approx. acreage: 12 Acres

8. Present use of the property: Undeveloped

9. Source of water supply: private Wells

10. Method of sewage disposal: On-site Septic

11. List all Assessor's Tax Account Numbers involved (all 14 digits):
253105-1-005-0002



12. Section: 25 TWP: 31 Range: 5
Zoning: RC

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

Signature of Applicant(s) Gaby D. Ball

Other parties having an interest in the property:

1. Name: GABY D. BALL Phone: 659-6065
Address: 10525 HWY 99 MSU, WA 98270

2. Name: Mr & Mrs TADIS Phone: 435-4303
Address: 17007 - 91ST AV. NE. Arlington, Wa.

File No. ZA 8806275 SP (To be supplied by County Staff)

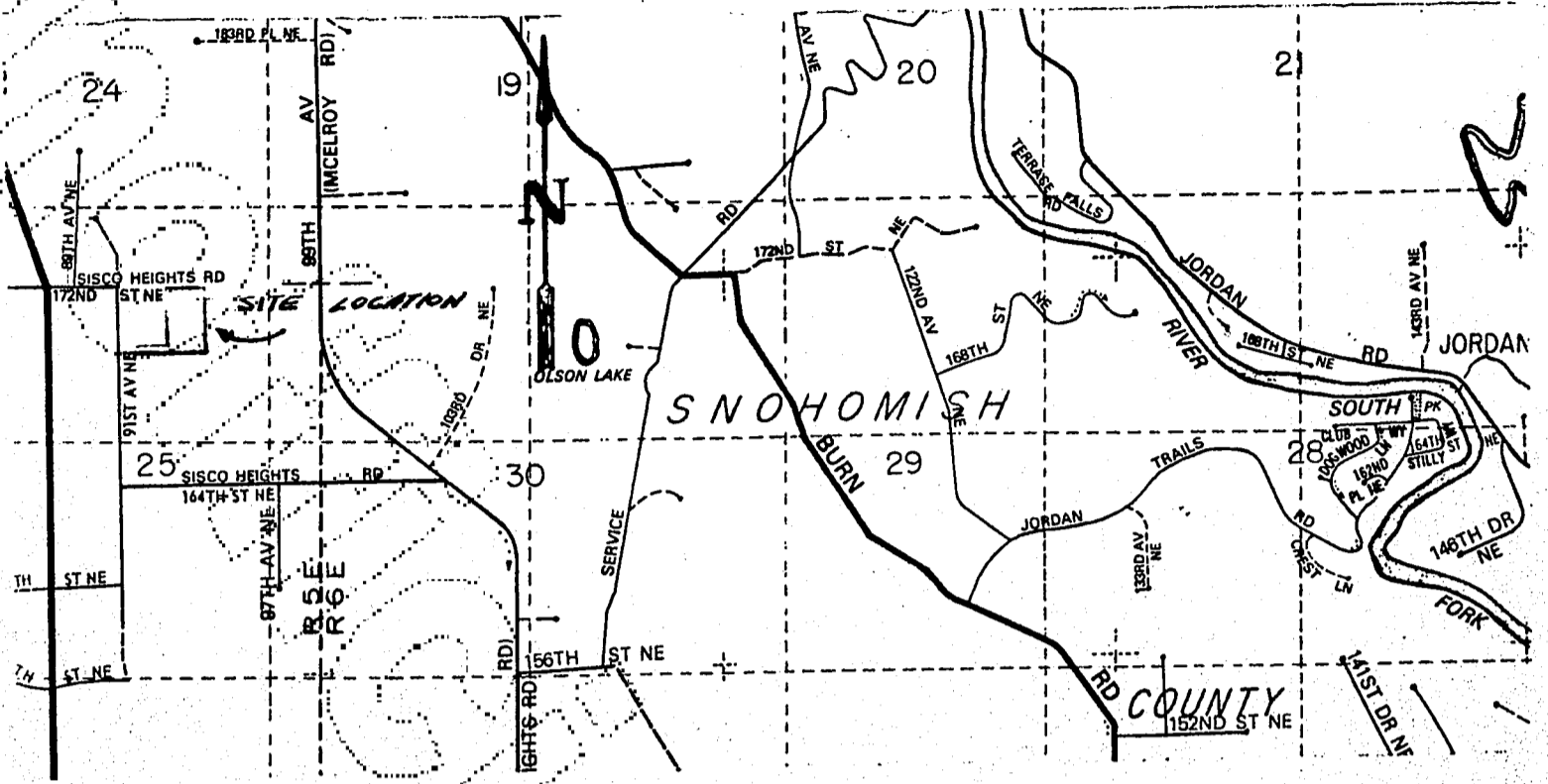
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RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN W. WILLIAMS, COUNTY AUDITOR

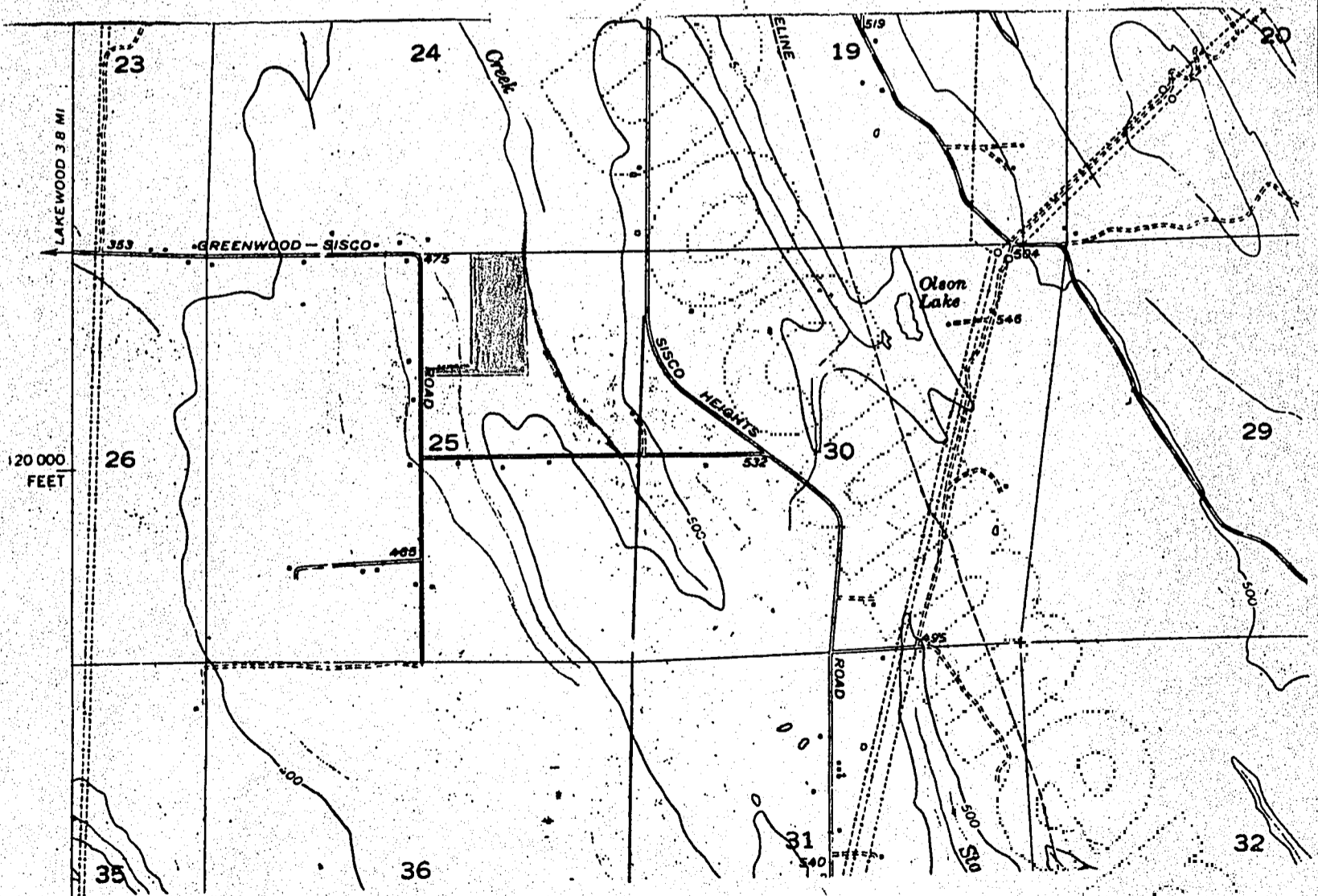
RECORDED BY SNOHOMISH COUNTY AUDITOR, DEAN WILLIAMS, COUNTY AUDITOR

VACINITY MAP



TOPOG. MAP

RECEIVED
JUN 24 1988
P/C COUNTER
COMMUNITY DEVELOPMENT



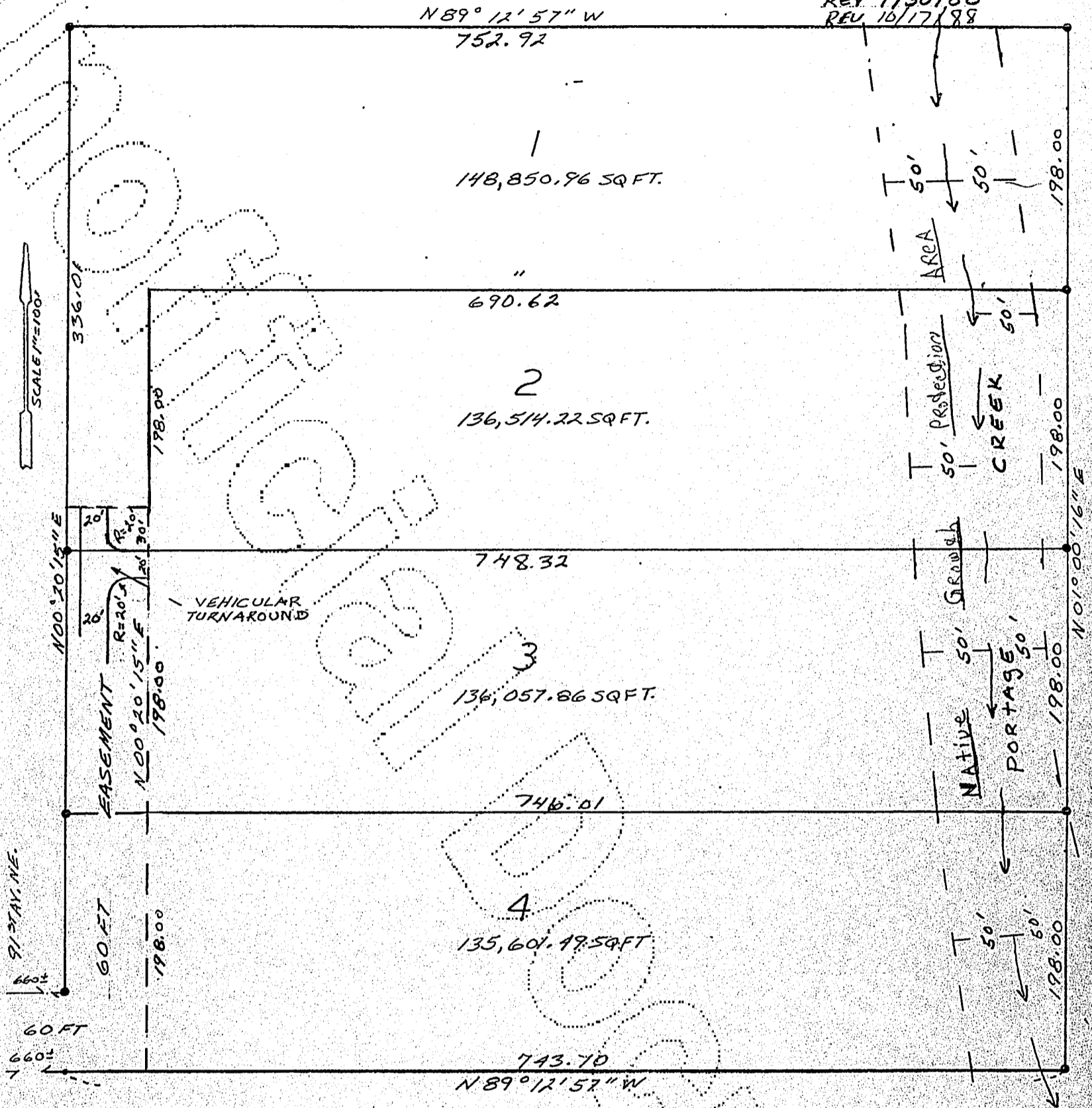
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8806275

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SHORT PLAT MAP

ZA8806275 SP
 REV 9/11/88
 REV 9/30/88
 REV 10/17/88



I hereby certify that this short subdivision complies with the requirements therefor pursuant to Snohomish County Code Title 20, will serve the public use and interest, meets applicable zoning and land use controls, that the subdivider has provided all of the required documentation and certification. These facts have been found to exist and are exhibited in the file therefore, this short subdivision is hereby approved, subject to signature by the Planning Director or his designee below.

[Signature] 2/24/89
 Approved Date

This action shall become effective if, within five working days, this declaration and short plat thereof, are filed for record with the auditor of Snohomish County.

File No. ZA 8806275

SNOHOMISH COUNTY

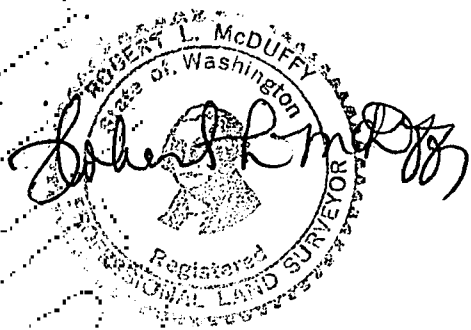
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SHORT PLATS

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RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN W. WILLIAMS, COUNTY AUDITOR



CONTIGUOUS OWNERSHIP

THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON.

EXCEPT THE NORTH 732.00 FEET OF THE WEST 660.00 FEET.

ALSO EXCEPT THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD.

LOT 1

THE NORTH 198.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON.

EXCEPT THE WEST 660.00 FEET THEREOF.

TOGETHER WITH THE SOUTH 168.00 FEET OF THE NORTH 366.00 FEET OF THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE SOUTH 60.00 FEET OF THE NORTH 792.00 FEET OF THE EAST 630.00 FEET OF THE WEST 660.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

AND ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 426.00 FEET OF THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

LOT 2

THE SOUTH 198.00 FEET OF THE NORTH 396.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON.

EXCEPT THE WEST 660.00 FEET THEREOF.

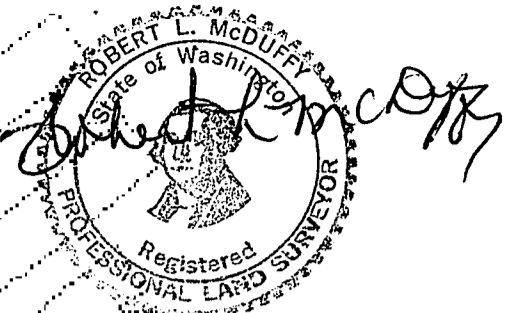
ALSO EXCEPT THE SOUTH 168.00 FEET OF THE NORTH 366.00 FEET OF THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 30.00 FEET OF THE NORTH 396.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE SOUTH 60.00 FEET OF THE NORTH 792.00 FEET OF THE EAST 630.00 FEET OF THE WEST 660.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 426.00 FEET OF THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

RECORDED BY SNOHOMISH COUNTY AUDITOR DEAN W. WILLIAMS, COUNTY AUDITOR



LOT 3

THE SOUTH 198.00 FEET OF THE NORTH 594.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON.

EXCEPT THE WEST 660.00 FEET THEREOF.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 198.00 FEET OF THE NORTH 594.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE SOUTH 60.00 FEET OF THE NORTH 792.00 FEET OF THE EAST 630.00 FEET OF THE WEST 660.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

AND TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 426.00 FEET OF THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

LOT 4

THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 31 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, STATE OF WASHINGTON.

EXCEPT THE NORTH 732.00 FEET OF THE WEST 660.00 FEET.

ALSO EXCEPT THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD.

AND ALSO EXCEPT THE NORTH 594.00 FEET THEREOF.

SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 60.00 FEET OF THE WEST 720.00 FEET OF THE SOUTH 198.00 FEET OF THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

ALSO SUBJECT TO AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS THE EAST 630.00 FEET OF THE WEST 660.00 FEET OF THE SOUTH 60.00 FEET OF THE NORTH 792.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25.

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SNOHOMISH COUNTY

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SHORT PLATS

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COMMONWEALTH
LAND TITLE COMPANY
Of Snohomish County

2702 Colby Ave., P.O. Box 51
Everett, Washington 98206
252-1222/742-9600
FAX: 206-339-8366

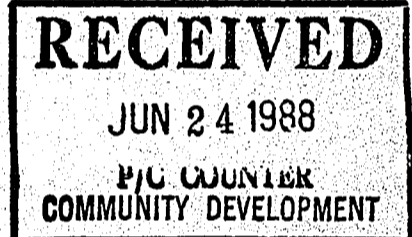
SHORT PLAT CERTIFICATE

Refer to:
Number: 012669
Unit: 2

8806275

Mr. and Mrs. John M. Robinett, Mr. Gary D. Ball
1001 Broadway, A-10
Everett, Washington 98201

Date: June 17, 1988 at 8:00 A.M.



GENTLEMEN:

This is a Short Plat Certificate as of the date mentioned above. This Company certifies that record title is vested in:

John M. Robinett and Katherine Jo Robinett, husband and wife and Gary D. Ball, a single man, each as to an undivided one-half interest

and is a certificate for a Short Plat of the following property:

The North 792 feet of the Northwest quarter of the Northeast quarter of Section 25, Township 31 North, Range 5 East, W.M.;
EXCEPT the North 732 feet of the West 660 feet and also excepting the West 30 feet thereof for county road.

Situate in the County of Snohomish, State of Washington.

Free from all liens, encumbrances and objections, except as follows:

1. For additional easements, covenants, restrictions and reservations of record, see attached Exhibit B.

CONTINUED

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RECORDED BY SNOHOMISH COUNTY AUDITOR EDY WILLIAMS COUNTY AUDITOR

Commitment No. 012669

SHORT PLAT CERTIFICATE-CONTINUED

Page 2

2. DEED OF TRUST:

Grantor: Gary D. Ball, a single man and John M. Robinett and Katherine Jo Robinett, husband and wife

Trustee: Stewart Title Company of Snohomish County, Inc., a corporation

Beneficiary: Paul Tanis, Jr. and Ella J. C. Tanis, husband and wife

Amount: \$21,500.00

Dated: June 13, 1988

Recorded: June 16, 1988

Auditor's File No: 8806160180

[Signature]
By

Charge: \$00.00

JK/eh

8902240377

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RECORDED BY SNOHOMISH COUNTY AUDITOR
FRANK W. WILLIAMS COUNTY AUDITOR

EXHIBIT B

Commitment No.: 012669

1. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, MAINTENANCE AGREEMENT, DEDICATIONS, NOTES AND RECITALS, and the terms and conditions thereof.
Contained on Short
Plat recorded: September 9, 1977
Recording No.: 7709090208
(Copy attached)

END OF EXHIBIT B

8902240377

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