

ORDER NO.:
5207188461

REF. NO.:

GUARANTEE NO.:
A46040-SGW-156187

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED
HERETO AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**

, herein called the Company,

GUARANTEES

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

Dated: June 26th, 2025 at 08:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

Cidney Byers

By

Validating Officer

By

C Monroe

President

Attest

David Wald

Secretary

SCHEDULE A

GUARANTEE NO.: A46040-SGW-156187
ORDER NO.: 5207188461
REF. NO.:
LIABILITY: \$400.00
FEE: \$300.00
DATED: June 26th, 2025 at 08:00 AM

A. Name of Assured:

EDMONDS SCHOOL DISTRICT NO. 15

The assurances referred to on the face page are:

B. Title to the land described herein is vested in:

EDMONDS SCHOOL DISTRICT NO. 15

C. There are no easements, leases, options to purchase, mortgages, or deeds of trust which purport to affect said land, other than those shown as follows:

1. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.
2. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Dated : December 6, 1967
Recorded : [December 7, 1967 in Official Records under Recording Number 2001856](#)

3. Terms and provisions as contained in an instrument,

Entitled : Power of Attorney
Executed By : Edmonds School District No. 15
Dated : August 29, 1968
Recorded : [September 11, 1968 in Official Records under Recording Number 2052731](#)

4. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Distribution Easement Underground and/or Overhead
Granted To : Public Utility District No. 1 of Snohomish County
For : Utility transmission and/or distribution systems
Dated : September 6, 1988
Recorded : [September 22, 1988 in Official Records under Recording Number 8809220086](#)
Affects : A portion of said premises, as constructed

5. Terms and provisions as contained in an instrument,

Entitled : City of Lynnwood Boundary Line Adjustment
Recorded : [September 24, 1991 in Official Records under Recording Number 9109240271](#)

6. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Distribution Easement Underground and/or Overhead
Granted To : Public Utility District No. 1 of Snohomish County
For : Utility transmission and/or distribution systems
Dated : July 7, 1992
Recorded : [July 29, 1992 in Official Records under Recording Number 9207290570](#)
Affects : A portion of said premises, as constructed

7. Terms and provisions as contained in an instrument,

Entitled : License and Use Agreement
Executed By : Edmonds School District No. 15, and the City of Lynnwood
Dated : December 6, 2023
Recorded : [December 19, 2023 in Official Records under Recording Number 202312190065](#)

8. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument : Easement
Granted To : Zipfly Fiber Northwest, LLC, a Delaware limited liability company
For : Broadband transmission and/or distribution systems
Dated : September 23, 2024
Recorded : [October 21, 2024 in Official Records under Recording Number 202410210221](#)
Affects : A portion of said premises, as constructed

9. Lien of Real Estate Excise Sale Tax upon any sale of said premises, as established by the Washington State Department of Revenue.

Confirm the current rate by contacting the following prior to closing:

Name of Agency : Snohomish County Treasurer
Telephone Number : (425) 388-3366

10. LIABILITY FOR ASSESSMENT FOR GENERAL TAXES, said Property not being carried on the general tax rolls.

Tax Account No.: 270420-003-002-00

11. NOTE: The last recorded transfer or agreement to transfer the land described herein is as follows:

Instrument
Entitled : Quitclaim Deed
By/From : United States of America
To : Edmonds School District No. 15
Recorded : [December 7, 1967 in Official Records under Recording Number 2001856](#)

- D. The land is situate in the County of Snohomish, City of Lynnwood, State of Washington, and is described as follows:

(See attached Exhibit 'A')

- E. The abbreviated legal description is provided to enable the document preparer to conform with the requirements of RCW 65.04.045:

SCHEDULE OF EXCLUSIONS FROM COVERAGE

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

GUARANTEE CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of 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. 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.

13. 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 the office which issued this Guarantee or to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

ORDER NO.:
5207188461

REF. NO.:

GUARANTEE NO.:
A46040-SGW-156187

EXHIBIT 'A'

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

That portion of the Southwest quarter of Section 20, Township 27 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of said Southwest quarter;
THENCE South 1°03'54" East, along the West line of said Southwest quarter 441.45 feet;
THENCE North 89°54'22" East, parallel with the North line of said Southwest quarter, 986.93 feet;
THENCE North 1°03'54" West parallel with the West line of said Southwest quarter a distance of 441.45 feet to the north line of said Southwest quarter;
THENCE South 89°54'22" West along said North line, 986.93 feet to the Point of Beginning;

EXCEPT the West 30 feet thereof conveyed to the City of Lynnwood by deed recorded under Auditor's File Number [2274562](#);

TOGETHER WITH the North 5.50 feet of the following described parcel:

That portion of the Southwest quarter of Section 20, Township 27 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of said Southwest quarter;
THENCE South 1°03'54" East along the West line of said Southwest quarter, 441.45 feet to the Point of Beginning;
THENCE continuing along said West line South 1°03'54" East, a distance of 881.82 feet to the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 20;
THENCE South 89°58'21" East along the South line of said Northwest quarter of the Southwest quarter 732.00 feet;
THENCE North 1°03'54" West parallel with the West line of said Southwest quarter 170.00 feet;
THENCE North 89°58'21" East parallel with said South line 255.00 feet;
THENCE North 1°03'54" West parallel with said West line 712.49 feet to a point which bears South 1°03'54" East 441.45 feet from the North line of the Southwest quarter, and North 89°54'22" East 986.93 feet from the West line of the Southwest quarter;
THENCE South 89°54'22" West parallel with the North line of said Southwest quarter 986.93 feet to the Point of Beginning;

EXCEPT the South 30.00 feet and the West 30.00 feet thereof conveyed to the City of Lynnwood by deed recorded under Auditor's File Number [2274562](#);

ALSO EXCEPT that portion described as follows:

Beginning at the Southwest corner thereof, said point being at the intersection of the North margin of 208th Street SW and the East margin of 76th Avenue West;

THENCE North 1°03'54" West 26.46 feet along said East margin to the beginning of a non-tangent curve to the left, said curve having a radius of 27.00 feet, a length of 41.87 feet and a chord bearing of South 45°29'22" East 37.80 feet to the end of curve, and said North margin;
THENCE North 89°58'21" West 26.46 feet along said North margin to the Point of Beginning;

(ALSO KNOWN AS Parcel 2, City of Lynnwood Boundary Line Adjustment, recorded under Recording No. [9109240271](#), recorded in Snohomish County, Washington).

AND EXCEPT the Northerly portion thereof conveyed to the City of Lynnwood by deed recorded under Recording No. [202312190070](#).

SITUATE in the County of Snohomish, State of Washington.