

**EVERETT SCHOOL DISTRICT NO. 2
RESOLUTION NO. 1178**

**Property Surplus
Temporary Parking Agreement**

A **RESOLUTION** of the Board of Directors of Everett School District No. 2 declaring certain real property temporarily "surplus" for purposes of renting, leasing or permitting the occasional use of the same.

WHEREAS, the Board is authorized under RCW 28A.335.040 to rent, lease, or permit the occasional use of surplus District real property; and

WHEREAS, the District previously adopted Policy No. 7250 regarding the rental, lease, or occasional use of surplus real property; and

WHEREAS, the Board previously determined in Resolution No. 1053, that the real property described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "Surplus Property"), was not currently needed for school purposes, but may so be needed in the future; and

WHEREAS, the Board has again determined that the Surplus Property is not currently needed for school purposes, but may so be needed in the future; and

WHEREAS, the Board has further determined that renting or leasing or permitting the occasional use of the Surplus Property is in the current best interest of the District and does not interfere with the District's current educational program and related activities.


THEREFORE, BE IT RESOLVED that

(a) the Board declare, and hereby declares, the Surplus Property continues to be surplus to the District's current needs, as it is currently not needed by the District for school purposes, such declaration being made for the sole purpose of renting, leasing or permitting the occasional use of the Surplus Property, in whole or in part, pursuant to the above-noted statutory authorization and District Policy; and

(b) the Board authorize, and hereby authorizes, the Superintendent of the District (or his designee) to: (i) rent, lease, or permit the occasional use of the Surplus Property, (ii) collect and deposit a reasonable compensation for such rental or lease or occasional use, and (iii) execute, acknowledge and deliver all necessary documents, and do any and all other things necessary and advisable to be done to accomplish the foregoing rental, lease or occasional use of the Surplus Property, all in accordance with Policy No. 7250 and applicable law.

ADOPTED this 3rd day of July, 2018, and authenticated by the signatures affixed below.

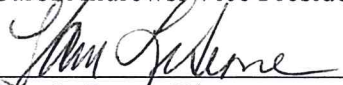
EVERETT SCHOOL DISTRICT NO. 2
Snohomish County, Washington



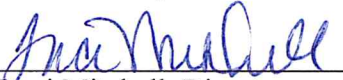
Caroline Mason, President



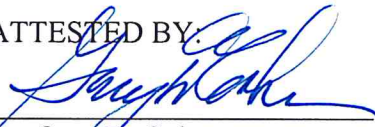
Carol Andrews, Vice President



Pam LeSesne, Director



Traci Mitchell, Director

ATTESTED BY: 

Dr. Gary D. Cohn
Secretary, Board of Directors

Ted Wenta, Director

TEMPORARY PARKING EASEMENT AGREEMENT

THIS TEMPORARY PARKING EASEMENT AGREEMENT ("**Easement**") is made this 3rd day of July, 2018, by and between EVERETT SCHOOL DISTRICT NO. 2, a municipal corporation of the State of Washington ("**District**"), and 7TH INNING STRETCH, L.L.C., a California limited liability company ("**7th Inning**") dba Everett AquaSox Baseball Club.

RECITALS

A. School District is the owner of certain real property located in the City of Everett, Snohomish County, Washington more particularly described on **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Easement Area**").

B. 7th Inning desires to use, and the School District desires to allow 7th Inning to use, the Easement Area for operation and maintenance of a parking lot serving property leased by 7th Inning, which is adjacent to the Easement Area (the "**7th Inning Property**").

C. By Resolution No. 1053, the District has declared the Easement Area to be temporarily surplus property. The District has further determined that making the Easement Area available for the operation and maintenance of a parking lot by 7th Inning does not interfere with the District's educational program and related activities.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, declare and agree as set forth below.

1. GRANT OF TEMPORARY PARKING EASEMENT

The District hereby grants 7th Inning, for the duration of the term described in Section 2 below, a surface easement in the Easement Area for the operation and maintenance of a parking lot for the temporary parking of vehicles by persons using or visiting the 7th Inning Property. During the term of this Easement, the School District shall have the right to use the Easement Area for any other purpose not inconsistent with the rights granted to 7th Inning hereunder.

2. TERM AND USE

2.1 The term of this Easement (the "**Term**") shall commence on July 3, 2018 (the "**Commencement Date**"), and expire on the fifth (5th) anniversary thereof (the "**Expiration Date**"), unless earlier terminated pursuant to the terms of this Easement.

2.2 At any time during the Term, either party may unilaterally terminate this Easement, in whole or in part, upon ninety (90) days' advance notice to the other party. Upon expiration of such ninety (90) day period, 7th Inning shall quit and surrender its use of the Easement Area to the District in accordance with Section 13 below.

2.3 7th Inning shall be deemed to have accepted the condition of the Easement Area upon execution of this Easement.

2.4 If 7th Inning uses all or any portion of the Easement Area after the expiration or termination of the Term, the District may at its option:

(a) pursue any or all of the rights and remedies available to the District under this Easement or otherwise by law for default under or breach of this Easement; or

(b) permit 7th Inning to continue its use of the Easement Area as a grantee under and subject to the provisions of this Easement, provided that such easement use shall be from month-to-month only, subject to termination by the District for any reason upon thirty (30) days' advance written notice. Such holdover easement use shall not be a renewal or extension of the Term, and the District may change the monthly consideration for any calendar month of such holdover period by giving 7th Inning written notice of such change at least twenty (20) days prior to the commencement of such calendar month.

3. 7TH INNING'S USE OF THE EASEMENT AREA

3.1 7th Inning may use the Easement Area only for the temporary parking of vehicles by it and its agents, servants, employees, contractors, representatives, licensees, invitees or visitors using or visiting the 7th Inning Property (the "Permitted Use"). 7th Inning shall not allow vehicles to be parked long-term (longer than 72 hours) in the Easement Area.

3.2 7th Inning shall not, and shall not allow any third party to, enter upon the Easement Area or make any use thereof other than the Permitted Use. Without limiting the generality of the foregoing, 7th Inning shall not:

(a) cause or constitute any nuisance, noxious odor, unsafe condition, or environmental degradation in or about the Easement Area;

(b) cause a cancellation, increase the premiums for or deductibles under or otherwise affect any fire, casualty, property, liability or other insurance covering the Easement Area, the contents of the Easement Area, any business or activities conducted upon or from the Easement Area or any accident, act, error, omission, fault, negligence or strict liability occurring on or about the Easement Area; or

(c) cause or constitute any interference with the District's educational programs or related activities.

3.3 7th Inning shall, at all times, cause the Permitted Use to be undertaken in a manner so as to prevent bodily harm to persons (whomsoever) and damage to property (whatsoever). Without limiting the generality of the foregoing, 7th Inning shall maintain the Easement Area in a neat, clean, safe, sanitary, and good condition and in accordance with standards adopted

by the District (if any) for the care, protection, safety, cleanliness, appearance or operation of the Easement Area. 7th Inning shall ensure that:

(a) all activities performed by, or on behalf of, 7th Inning in furtherance of the Permitted Use shall be undertaken in a prudent and workmanlike manner;

(b) all materials used or employed in furtherance of the Permitted Use shall be of superior grade and shall be fit for their intended purpose; and

(c) all actions are taken that are necessary to prevent damage to the District Property and the Easement Area (and any improvements now or hereafter located thereon, including, without limitation, fixtures, trade fixtures, buildings, outbuildings, structures, drainfields, utilities, landscaping and roads).

3.4 7th Inning shall not cause or permit any Environmental Contaminant to be generated, brought upon, kept, stored, used or disposed of in, on, upon or adjacent to the Easement Area. As used in this Easement, the term "Environmental Contaminant" shall mean any harmful, dangerous, hazardous or toxic substance, material, waste, contaminant or pollutant, including, but not limited to, those substances, materials, wastes, contaminants or pollutants listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto), petroleum products and their derivatives, and such other substances, materials, wastes, contaminants or pollutants as are or may become regulated or subject to cleanup authority under any Environmental Laws. The term "Environmental Laws" as used in this Easement shall mean any and all state, federal, and local statutes, regulations and ordinances relating to the protection of human health or the environment.

3.5 7th Inning shall comply, and shall ensure that the Easement Area and 7th Inning's activities upon the Easement Area comply, with all applicable laws, statutes, regulations, ordinances, rules, orders and other requirements, now or hereafter in effect, of any governmental authority. 7th Inning warrants that it is, and that at all times during the Term it shall be, properly authorized, licensed, experienced, equipped, organized and financed to perform this Easement and successfully conduct its activities upon the Easement Area. 7th Inning shall obtain all necessary permits, approvals, or licenses required by any governmental agency with jurisdiction to undertake any activity on Easement Area.

4. IMPROVEMENTS

4.1 The District shall not be obligated to install any fixture or make any addition, alteration, modification or other improvement to the Easement Area.

4.2 7th Inning shall not place or permit placement of any signs, notices, pictures, advertising materials or displays anywhere in or about the Easement Area without the prior written consent of the District.

4.3 The District shall have no obligation to develop, operate, maintain or repair the Easement Area (including, without limitation, Improvements thereto), or to otherwise restore the same in the event the same are damaged or destroyed by any cause whatsoever.

5. THE DISTRICT'S USE OF THE EASEMENT AREA

5.1 The District reserves and shall have the right to use the Easement Area for any purpose not inconsistent with the rights granted to 7th Inning hereunder and to enter the Easement Area at all reasonable times to inspect the Easement Area, to show the Easement Area to any potential purchaser or Grantee, to post notices of non-responsibility or "for lease" signs, or to exercise any rights or remedies afforded to the District under this Easement or by law or for any other lawful purpose not inconsistent with the provisions of this Easement. The District may enter by any means available to the District and any such entry by the District shall not in any event constitute or be construed as a forcible or unlawful entry into, or detainer of, the Easement Area or an eviction of 7th Inning.

5.2 Except as otherwise specifically provided in this Easement, the District reserves and shall have the right to control, expand, contract, alter, modify, improve, sell, transfer, encumber, mortgage or otherwise give as security, grant easements or other rights in and otherwise deal with all or any part of the Easement Area in any manner whatsoever. In connection with the exercise of the foregoing right, the District may, among other things, temporarily interrupt the supply of utilities and services in, to or through the Easement Area.

6. COMPENSATION

6.1 As reasonable compensation to the District for use of the Easement Area by 7th Inning in accordance with this Easement, 7th Inning agrees to pay the District, without notice or demand, annual consideration in the amount of \$1,000.00 (One Thousand and Zero cents).

(a) The annual consideration for this Easement shall be paid, in advance, on or before the annual anniversary of the Commencement Date. If such consideration is not paid when due, such consideration shall bear interest at the rate of twelve percent (12%) per annum from the date due until the date paid.

6.2 7th Inning shall pay to the District as additional consideration:

(a) all personal property, gross receipts, excise and other taxes, assessments, fees and charges now or hereafter imposed or levied upon the District with respect to: the consideration or any other amount payable under this Easement; the possession, use, occupancy, maintenance, repair, replacement, alteration or improvement of the Easement Area; any personal property, fixtures, business or activities on the Easement Area; or upon this transaction or any document to which 7th Inning is a party creating or transferring an interest on an estate in the Easement Area; and

(b) all other amounts required to be paid by 7th Inning to the District in accordance with the terms and conditions of this Easement.

The District agrees to send the leasehold excise tax payments to the Washington State Department of Revenue. The current leasehold excise tax rate is 12.84% of the annual consideration \$1,000.00, which equals \$128.40 per year. Therefore, the current annual amount due including leasehold excise tax is **\$1,128.40 (One Thousand One Hundred Twenty Eight dollars and Forty cents).**

7th Inning shall pay additional consideration to the District within ten (10) days after 7th Inning's receipt of the District's written request therefore.

6.3 Without limiting the scope of paragraph 6.2, should any real or personal property taxes or assessments be levied upon or against the Easement Area, or should any excise or leasehold tax be imposed as a result of this Easement, 7th Inning agrees to pay such taxes or assessments when due and 7th Inning agrees to reimburse the District for all such taxes and assessments chargeable to or charged against the District arising out of or in connection with this Easement and 7th Inning's use of the Easement Area. This shall include, but shall not be limited to, any leasehold taxes imposed under Chapter 82.29A RCW.

6.5 Amounts due the District from 7th Inning in accordance with this Easement shall be paid to the District in lawful money of the United States at the address for the District specified in paragraph 15.2 (or such other place as the District may designate in writing) without deduction, offset, prior notice or demand.

6.6 If 7th Inning pays, or the District otherwise receives, a lesser amount than the full amount due under this Easement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due. The District may accept any check or payment in any amount without prejudice to the District's right to recover the balance of the amount or pursue any other right or remedy. No endorsement or statement on any check or payment in any letter accompanying any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

7. CONDITION OF THE EASEMENT AREA

7.1 The District makes no (and 7th Inning acknowledges that the District has not made any) representation or warranty with respect to the condition of the Easement Area, the habitability of the Easement Area, or the suitability of the Easement Area for the uses or purposes that 7th Inning may intend.

7.2 7th Inning represents to the District that 7th Inning has fully inspected the Easement Area and is not relying on any statements made by the District or the District's agents with respect to the condition of the Easement Area, that the Easement Area is in good and satisfactory condition and is in compliance with this Easement, and that in all respects 7th Inning's acceptance of the Easement Area is "AS IS." 7th Inning assumes the responsibility

and risks of all conditions, including such defects and conditions, if any, that cannot be observed by casual inspection.

7.3 7th Inning acknowledges that it has previously used the Easement Area for parking under rights previously held by 7th Inning's landlord, and 7th Inning represents and warrants to the District:

(a) 7th Inning knows of no release or presence of any Environmental Contaminant on or about the Easement Area in violation of any Environmental Laws;

(b) The Easement Area and all of 7th Inning's past or present operations conducted on or about the Easement Area have complied with all Environmental Laws;

(c) No action has been commenced or threatened regarding 7th Inning's compliance with any Environmental Laws or regarding the presence of any Environmental Contaminants on or about the Easement Area and 7th Inning has not received any citation, directive, letter or other communication, written or oral, from any person or government authority concerning the presence of Environmental Contaminants on the Easement Area or any potential liability under any Environmental Law resulting therefrom;

(d) 7th Inning has no knowledge of or information regarding the presence of any Environmental Contaminants at adjacent properties (including, without limitation, the 7th Inning Property) which could migrate to, through, over or under the Easement Area.

8. UTILITIES

7th Inning shall arrange for and pay before delinquency all charges for any and all water, gas, electric, communications, sanitation, sewage, waste disposal, garbage collection and other utilities and services (if any) necessary or convenient to the Permitted Use. No utilities or services are furnished by the District pursuant to this Easement.

9. LIENS AND ENCUMBRANCES

9.1 7th Inning shall keep the Easement Area free from any and all liens and encumbrances arising out of or in connection with labor, materials, goods, services, utilities or other items furnished, work performed or obligations incurred by, through, at the request of or on behalf of 7th Inning. If any such lien or encumbrance is not released of record within twenty (20) days after the recordation thereof, the District may, at 7th Inning sole risk and expense, secure such release by payment, posting of a bond or any other means available to the District. 7th Inning shall reimburse the District, as additional consideration, for all costs and expenses (including, but not limited to, attorneys' fees) incurred by the District to secure such release.

9.2 7th Inning shall give the District at least two (2) days' advance written notice of the furnishing of any labor, materials, goods, services or other items, the performance of any work or the incurrence of any obligations by, through, at the request of or on behalf of 7th Inning that may give rise to any mechanics', materialmen's or other lien or encumbrance affecting the Easement Area. The District may at any time post and keep posted on the Easement Area any notices for the protection of the Easement Area, the District and any other person or entity having any interest in such property from any such liens or encumbrances.

10. INSURANCE AND INDEMNITY

10.1 7th Inning agrees to release, defend, indemnify and hold harmless the District, the District's directors, officers, employees, agents, servants and representatives, and the respective successors and assigns of each of the foregoing (collectively, the "Indemnitees") from and against any and all claims, liens, demands, actions, harm, costs, losses, expenses, damages or liability (including, but not limited to, attorneys' fees) of any kind or character asserted or arising directly or indirectly from, on account of or in connection with:

- (a) 7th Inning's exercise of (or failure to exercise) the rights, benefits and privileges granted to 7th Inning by this Easement;
- (b) the acts or omissions of 7th Inning (or its agents, servants, employees, contractors, representatives, licensees, invitees or visitors) in or upon the Easement Area; or
- (c) the breach of any term or condition of this Easement by 7th Inning, or the breach of any representation, warranty or covenant made by 7th Inning to the District in this Easement.

10.2 To the fullest extent permitted by applicable law, the foregoing shall apply regardless of any fault, negligence, strict liability or product liability of the Indemnitees. However, 7th Inning shall not be required to indemnify the Indemnitees against any liability for damages arising out of bodily injury or property damage caused by or resulting from the sole negligence of the Indemnitees. Further, in the case of concurrent negligence of 7th Inning (and/or any person or entity described in paragraph 10.1(b) above) on the one hand and the Indemnitees on the other hand, 7th Inning shall be required to indemnify the Indemnitees only to the extent of the negligence of 7th Inning (and/or any person or entity described in paragraph 10.1(b) above).

10.3 Without limiting the generality of the foregoing, for purposes of the obligation herein assumed by 7th Inning, 7th Inning hereby waives any immunity, defense or other protection that may be afforded by any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington).

10.4 7th Inning shall, at all times during the term of this Easement, maintain in full force and effect the following insurance coverage:

(a) general casualty and property damage insurance covering the Easement Area and all personal property, fixtures and improvements in or about the Easement Area, in an amount equal to the full replacement value thereof (including, but not limited to, coverage for losses due to fire, water, vandalism, malicious mischief and theft); and

(b) general liability insurance covering all claims arising out of accidents, injury (including death) to any person or damage to any property occurring in or about the Easement Area or in connection with the possession, use or occupancy of the Easement Area, with limits of not less than One Million Dollars (\$1,000,000) for combined bodily injury (including death) of persons and damage to property.

All such insurance policies shall name the District, the District's directors, officers, employees, agents, servants and representatives, and the respective successors and assigns of each of the foregoing, as "Additional Insureds." 7th Inning shall provide the District written evidence, prior to the Commencement Date and thereafter upon request by the District, that such insurance is in full force and effect. If 7th Inning is unwilling or unable to provide such evidence prior to the Commencement Date or at any time during the term of the Easement, the District may, by written notice to 7th Inning, terminate this Easement, without cost or expense to the District, and 7th Inning shall quit and surrender the Easement Area to the District in accordance with Section 13 below. To the extent permitted by 7th Inning's insurance carrier, 7th Inning shall ensure that all policies of insurance maintained by 7th Inning in compliance with this paragraph 10.4 include a waiver of the insurer's right of subrogation against the District. The requirements of this Easement with respect to insurance are not intended to, and shall not, in any manner, limit or qualify the liabilities and obligations assumed by 7th Inning under this Easement.

11. CONDEMNATION

If all or part of the Easement Area shall be taken or appropriated for public or quasi-public use by right of eminent domain (with or without litigation) or transferred in lieu thereof, 7th Inning and the District shall each have the right, exercisable within thirty (30) days after receipt of notice of such taking or appropriation, to terminate this Easement as of the date possession is taken or appropriated by the condemning authority. Any award for any partial or entire taking or appropriation of the Easement Area shall not be apportioned between 7th Inning and the District, and the full proceeds accruing or awarded as a result of any taking or appropriation affecting the Easement Area shall inure to the exclusive benefit of and belong entirely to the District.

12. ASSIGNMENT AND LEASING

7th Inning shall not transfer, mortgage, encumber or otherwise assign this Easement or any interests therein or any part of the Easement Area without the prior written consent of the

District, which consent may be withheld in the District's sole discretion. No assignment (and no consent of the District to any assignment) by 7th Inning or 7th Inning's assignees shall relieve 7th Inning of any obligations to be performed by 7th Inning under this Easement. Under no circumstances may 7th Inning lease the Easement Area to any person or entity.

13. EXPIRATION OR TERMINATION

Upon the expiration or termination of this Easement, 7th Inning shall:

- (a) remove all personal property from the Easement Area; and
- (b) surrender its use of the Easement Area to the District.

14. DEFAULT

Any failure by 7th Inning to fully perform any of its obligations arising under this Easement shall constitute a material default and breach of this Easement by 7th Inning if such failure continues for thirty (30) days after written notice thereof by the District to 7th Inning; provided, however, that if the nature of the default or breach is such that the same cannot be reasonably be cured within such thirty (30) day period, then 7th Inning shall not be in material default or breach if 7th Inning shall within such period commence such cure and thereafter diligently prosecute the same to completion. In the event of any such material default or breach by 7th Inning, the District may immediately terminate this Easement and pursue any other rights available at law or in equity.

15. MISCELLANEOUS

15.1 The District does not warrant its title to the Easement Area.

15.2 Any notice, request, designation, direction, statement or other communication under this Easement shall be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, properly addressed, and stamped with the required postage, to the intended recipient as follows:

| | |
|---------------------|---|
| If to the District: | Everett School District No. 2 3715 Oakes Avenue Everett, WA 98201 Attn: Michael T. Gunn Executive Director of Facilities & Operations |
|---------------------|---|

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| If to 7th Inning: | 7 th Inning Stretch, L.L.C. Everett AquaSox 3802 Broadway Everett, WA 98201 Attn: Danny Tetzlaff |
|-------------------|---|

Either party may change its address specified in this paragraph 15.2 by giving the other party notice of such change in accordance with this paragraph 15.2.

15.3 The failure of either party to insist upon or enforce strict performance by the other party of any of the provisions of this Easement or to exercise any rights or remedies under this Easement shall not be construed as a waiver or relinquishment to any extent of such party's rights to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

15.4 This Easement sets forth the entire agreement of the parties, and supersedes any and all prior agreements with respect to the Easement Area. This Easement shall be construed as a whole. All provisions of this Easement are intended to be correlative and complementary.

15.5 No amendment, change or modification of any provision of this Easement shall be valid unless set forth in a written amendment to this Easement signed by 7th Inning and the District.

15.6 In the event of any action to enforce this Easement, for interpretation or construction of this Easement or on account of any default under or breach of this Easement, the substantially prevailing party in such action shall be entitled to recover, in addition to all other relief, from the other party all attorneys' fees incurred by the substantially prevailing party in connection with such action (including, but not limited to, any appeal thereof).

15.7 Subject to the restrictions on assignment by 7th Inning under Section 12 above, this Easement shall be fully binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the respective parties.

15.8 All provisions of this Easement which may reasonably be interpreted or construed as surviving the expiration, termination or cancellation of this Easement shall survive the expiration, termination or cancellation of this Easement.

15.9 The invalidity or unenforceability of any provisions of this Easement shall not affect the other provisions hereof, and this Easement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

15.10 This Easement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington.

[Signatures on the following page]

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

SCHOOL DISTRICT:

7TH INNING:

EVERETT SCHOOL DISTRICT NO. 2, a
municipal corporation of the State of
Washington

7TH INNING STRETCH, L.L.C., a
California limited liability company

By: _____

(Signature)

Name: _____

(Print name)

Title: _____

By: _____

(Signature)

Name: _____

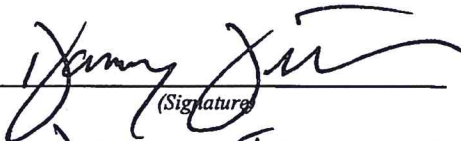
(Print name)

Title: _____



GARY D COOK

SUPERINTENDENT



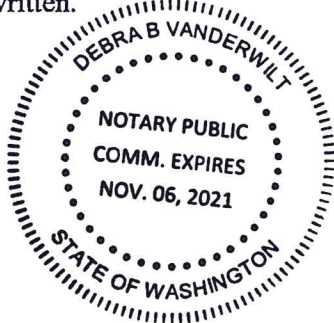
DANNY TETZLAFF

GENERAL MANAGER

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

THIS IS TO CERTIFY that on this 3rd day of July, 2018, 2013, 21
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Gary Cohn, personally known or having presented satisfactory evidence to
be the Superintendent of EVERETT SCHOOL DISTRICT NO. 2, the municipal
corporation that executed the foregoing instrument, and acknowledged the said instrument to be
the free and voluntary act and deed of said municipal corporation for the uses and purposes
therein mentioned, and on oath stated that she/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.



Debra B Vanderwilt

Print Name: Debra B Vanderwilt
Notary Public in and for the
State of Washington, residing at

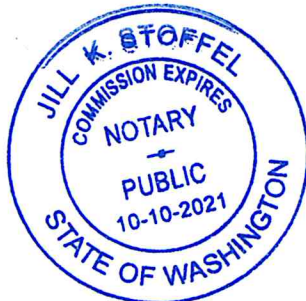
Everett

Expiration Date: 11/6/21

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

THIS IS TO CERTIFY that on this 23 day of July, 2018, 2013, 21
before me, a Notary Public in and for the State of Washington, duly commissioned and sworn,
came Danny Tetzlaff, personally known or having presented satisfactory evidence to
be the General Manager of 7TH INNING STRETCH, L.L.C., the limited liability company that
executed the foregoing instrument, and acknowledged the said instrument to be the free and
voluntary act and deed of said limited liability company for the uses and purposes therein
mentioned, and on oath stated that she/he is authorized to execute the said instrument.

WITNESS MY HAND and official seal the day and year in this certificate first above
written.



Jill K. Stoffel

Print Name: Jill K. Stoffel
Notary Public in and for the
State of Washington, residing at

Everett

Expiration Date: 10-10-2021

EXHIBIT A

Description of the Easement Area

A strip of land, approximately 25 feet in width by 280 feet in length, situated along the Easterly boundary of the Everett School District – Memorial Stadium property and adjacent to the Westerly boundary of the 7th Inning Property. Said strip of land is situated between the existing fence, belonging to the District, and the Westerly boundary of the 7th Inning Property.

AND

A strip of land, approximately 15 feet in width by 60 feet in length, situated in the Northeasterly corner of the boundary of the Everett School District – Memorial Stadium property. Said strip of land is situated between the existing fence, belonging to the District and the Southerly boundary of the City of Everett roadway easement for 38th Street.

EXHIBIT B

