

WHEN RECORDED RETURN TO:

Thomas W. Read
Fikso Kretschmer Smith Dixon Ograseth PS
901 Fifth Avenue, Suite 4000
Seattle WA 98164

**NO EXCISE TAX
REQUIRED**

NOV 23 2022

BRIAN SULLIVAN, Snohomish County Treasurer
By BRIAN SULLIVAN *EMA*

Document Title: Temporary Construction and Fill Easement

Grantor: Sather B LLC

Grantee: Marysville 172nd Ph 1 LLC
Marysville 172nd Ph 2 LLC

Legal Description:

Abbreviated Legal Description: THE SOUTHEAST QUARTER OF AND ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SEC 29 TWP 31 RGE 05 OF THE WILLAMETTE MERIDIAN, TOGETHER WITH PTN NW-NW OF SEC 29-31N-5E, W.M., TOGETHER WITH NW OF NW 29-31-5, AND TOGETHER WITH NW OF NW 29-31-5, ALL IN SNOHOMISH COUNTY, WA

Full Legal Description: See Exhibits A and B attached

Assessor's Tax Parcel Nos.: 31052900201300, 31052900202600, 31052900200800, 31052900201100 31052900201900, and 31052900201200

Reference Nos. of Documents Released or Assigned: N/A

TEMPORARY CONSTRUCTION AND FILL EASEMENT

This TEMPORARY CONSTRUCTION AND FILL EASEMENT ("Agreement") is dated as of November 23, 2022, and is entered into by and between Sather B LLC ("Grantor"), and Marysville 172nd Ph 1 LLC, a Washington limited liability company, and Marysville 172nd Ph 2 LLC, a Washington limited liability company (together with Marysville 172nd Ph 1 LLC, "Grantee").

RECITALS

A. Grantor owns that certain real property legally described on attached Exhibit A and incorporated herein by this reference ("Grantor's Property").

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B. Grantee owns and intends to develop certain property located to the north of the Grantor's Property.

C. Grantor desires to grant Grantee for the benefit of Grantee and the property that Grantee is developing to the north of Grantor's Property (the property to be developed by Grantee is legally described on attached Exhibit B, and is referred to herein as the "**Benefitted Property**"), on the terms and conditions contained herein, a temporary, exclusive easement for fill and grading purposes over and across a portion of Grantor's Property legally described on the attached Exhibit C ("**Easement Area**"), and Grantee desires to accept the grant of such easement.

D. Grantee may in the future acquire all or a portion of the real property legally described on attached Exhibit E. Upon either Grantee's acquisition of all or a portion of the property described on attached Exhibit E, such property shall become part of the Benefitted Property described herein.

In consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

AGREEMENTS

1. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby conveys and grants to Grantee and its successors and assigns an exclusive temporary easement over and across the Easement Area for the purpose of filling and grading a portion of Grantor's Property.

2. Approval of Plans and Schedule. At least thirty (30) days before Grantee's commencement of work in the Easement Area, Grantee shall notify Grantor in writing of Grantee's intention to commence the filling and grading work, and provide Grantor with a copy of the plans and schedule for such activity or work. In addition Grantor shall provide Grantee with a copy of its geotech consultant report with requirements and recommendations for the placement and completion of fill on the Grantor's Property. Grantee shall comply with the requirements and recommendations contained in that report when performing the filling and grading work on Grantor's Property. Grantee shall not undertake any activity or work in the Easement Area without first obtaining all permits and other local government approvals required for such activity or work. In exercising its rights under this Agreement, Grantee shall place, compact and grade any fill it places on Grantor's Property in accordance with any grading permits then in effect. Nothing in this Agreement shall be deemed to impose any duty or obligation on Grantor to determine the adequacy, sufficiency, or safety of Grantee's plans, or to ascertain whether Grantee's plans comply with applicable laws or regulations.

3. Work Standards. Any activity or work to be performed by Grantee in the Easement Area shall be at Grantee's cost, and in accordance with the plans submitted to Grantor and with any permits issued by any governmental authorities, and shall be completed in a safe and workmanlike manner. Grantee shall fill Grantor's Property to the common property line between Grantor's Property and the Benefitted Property in accordance with Grantee's approved grading plans. Grantee shall only import fill material that satisfies the City of Marysville's

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clean fill standards, and Grantee shall compact all fill materials to the standards specified in any geotech consultant reports for the area in Grantee's possession. Grantee shall also grade a sloped area back on to the Grantor's Property within the Easement Area, also in accordance with Grantee's approved grading plans and to the standards specified in any geotech consultant reports for the area in Grantee's possession.

Upon completion of the work performed by Grantee in the Easement Area, Grantee shall remove all debris and restore Grantor's Property to substantially the condition it was in at the commencement of such work, as modified by the improvements permitted under this Agreement.

4. Maintenance Costs and Liens. Grantee shall bear and promptly pay all costs and expenses of constructing, installing, depositing, maintaining, repairing and replacing all fill and other improvements related to use of the easement within the Easement Area, including but not limited to reasonable expenses incurred by Grantor to repair any improvements related to use of the easement within the Easement Area, or damage caused thereby, in the event of an emergency. Grantee shall keep Grantor's Property free and clear of all liens created by or through Grantee. Grantee shall promptly pay or cause to be paid all contractors and all other persons furnishing labor, services, or materials for any improvements related to Grantee's use and improvement of the Easement Area. In the event a mechanic's or materialmen's lien attaches to Grantor's Property as a result of work performed under this Agreement, Grantee shall pay to remove or bond over such lien within twenty (20) days after receiving notice of such lien.

5. Compliance With Applicable Laws. Grantee must at all times exercise its rights and perform its obligations under this Agreement in accordance with all applicable laws, statutes, orders, rules, regulations and permits of all governmental authorities.

6. Restrictions; Grantor Step-in Rights.

6.1. Grantee Restrictions. Grantee shall not disturb Grantor's Property other than to the extent reasonably necessary to exercise the rights granted under this Agreement. Grantee shall, at its sole cost and expense, promptly repair, to Grantor's reasonable satisfaction, any damage caused to Grantor's Property in the course of performing any work relating to the exercise of the rights granted under this Agreement.

6.2. Term. Grantee's rights under this Agreement shall remain in effect until the work is completed as contemplated by this Agreement, or for a period of five (5) years from the date of recording of this Agreement, whichever is sooner.

6.3. Grantor Step-in Rights. If Grantor wishes to commence fill and grading activity in the Easement Area on the Grantor Property before Grantee provides Grantor with written notice of Grantee's commencement of work under Section 2 above, then Grantor shall provide written notice of the same to Grantee at least thirty (30) days prior to the date on which Grantor intends to commence fill and grading activity in the Easement Area (the "**Grantor Commencement Notice**"). Grantor may, at its cost, perform fill and grading activities in the

Easement Area, and in doing so, Grantor shall fill and grade the Easement Area to create a level grade at the common boundary between the Grantor Property and the Benefitted Property.

If Grantor undertakes such grading and fill efforts, Grantor shall have a limited temporary easement over the south fifty feet (50') of the Benefitted Property to perform this work, and all such work by Grantor will be subject to the same requirements and conditions as are imposed by this Agreement upon Grantee with respect to any work that may be performed by Grantee in the Easement Area. These requirements include, without limitation, following the recommendation of Grantee's geotech consultant contained in any geotech report provided by Grantee to Grantor within the aforementioned thirty (30) day notice period.

As part of Grantor's performance of work under this Section 6.3, Grantor shall replace the agricultural ditch serving portions of the Benefitted Property and currently located on the northern portion of Grantor's Property and the southern portion of the Grantee's Property with a piped conveyance to a location that straddles the common boundary line between Grantor's Property and the Benefitted Property. Grantor shall install a pipe along this common boundary line to convey the water in the former agricultural ditch, and then will backfill, compact and grade soil over the pipe. In connection with any relocation of this stormwater conveyance under this Section 6.3, Grantor and Grantee will enter into a Reciprocal Stormwater Conveyance Easement in the form of attached Exhibit D.

7. No Protest Covenant. As a material term of this Agreement, both Grantor and Grantee agree that neither shall challenge, contest, object to, or otherwise oppose, directly or indirectly, the other's (or any of the other's affiliated entities (such as Hanson Sisters LLC or Sather Farms LLC)), development of any property in the vicinity of the Grantor Property, including without limitation the Benefitted Property.

8. Grantee Indemnity. Grantee shall defend, indemnify, and hold Grantor harmless from and against all liabilities, claims, damages, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to, reasonable attorneys' fees, expert witness fees, and other expenses of litigation (collectively, "Losses"), arising out of or in connection with the breach of this Agreement by Grantor, or with Grantee's use of the Easement Area and improvements thereon by Grantee or its agents or contractors. Grantee shall have no obligation to defend or indemnify Grantor for Losses caused by the negligence or willful acts or omissions of Grantor or its members, agents or contractors.

9. Grantor Indemnity. Grantor shall defend, indemnify, and hold Grantee harmless from and against all Losses arising out of or in connection with the breach of this Agreement by Grantor, or any damage to the Easement Area and improvements thereon caused by Grantor or its agents or contractors. Grantor shall have no obligation to defend or indemnify Grantee for Losses caused by the negligence or willful acts or omissions of Grantee or its members, agents or contractors.

10. Remedies. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedy of specific performance.

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11. No Public Rights or Implied Easements. Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of Grantor's Property. No easements other than the one expressly set forth in Section 1 above shall be implied by this Agreement.

12. Notices. All notices to be given under or pursuant to this Agreement shall be in writing and delivered in person, or by certified or registered mail, return receipt requested, and postage prepaid. Notices shall be deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt or the date receipt of delivery is refused. Notices shall be sent to the following addresses, unless and until a party changes its address by written notice given to the other parties:

For Grantor: Sather B LLC
16720 Smokey Point Blvd, Suite 3
Arlington, WA 98223
Email: Joelh@theplantfarm.com

For Grantee: Marysville 172nd Ph 1 LLC
Marysville 172nd Ph 2 LLC
411 1st Ave S, #650
Seattle, WA 98104
Attn: Paul Bottge
Email: paulb@intracorphomes.com

13. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Agreement. Except for changes to Grantor's or Grantee's notice address contained in Section 12, this Agreement shall not be modified, amended, or terminated without the prior written approval of Grantor and Grantee.

14. Governing Law and Venue. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Washington. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

15. Severability. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

16. Attorneys' Fees. In any action between the parties to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs including those incurred at trial or on appeal.

17. Authority. Each party represents to the other that it is fully authorized to enter into this Agreement and to bind the properties described herein, and that no other consent, joinder, or subordination is required in order for each party to be bound by the obligations described herein.

18. Covenants Running with the Land. The terms and conditions of this Agreement shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties and future owners of Grantor's Property during the term of this Agreement.

[signatures on following pages]

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GRANTOR:

Sather B LLC, a Washington
limited liability company

By Joel Hylback
Joel Hylback, managing member

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

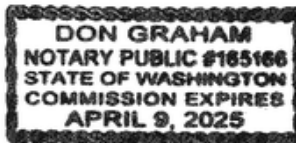
On this 21st day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Joel Hylback, known to me to be the managing member of **Sather B LLC**, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Don Graham
Signature

DON GRAHAM
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Burlington, WA
My commission expires 4-9-25



GRANTEE:

Marysville 172nd Ph 1 LLC, a
Washington limited liability company

By: Marysville 172nd Development LLC, a
Washington limited liability company
Its: Manager

By: Marysville 172nd Investor LLC,
a Washington limited liability company
Its: Manager

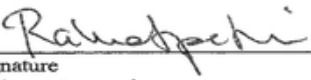
By: 
Name: Mark Tingstad
Its: Executive Vice President

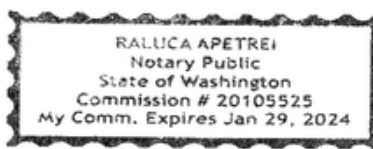
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark Tingstad, known to me to be the Executive Vice President of Marysville 172nd Investor LLC, the Manager of Marysville 172nd Development LLC, the Manager of **Marysville 172nd Ph 1 LLC**, 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 purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.


Signature
Raluca Apetrei
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.
My commission expires 1/29/2024.


RALUCA APETREI
Notary Public
State of Washington
Commission # 20105525
My Comm. Expires Jan 29, 2024

**Marysville 172nd Ph 2 LLC, a
Washington limited liability company**

By: Marysville 172nd Development LLC, a
Washington limited liability company
Its: Manager

By: Marysville 172nd Investor LLC,
a Washington limited liability company
Its: Manager

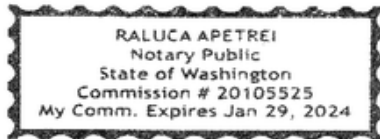
By: 
Name: Mark Tingstad
Its: Executive Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 21st day of November, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Mark Tingstad, known to me to be the Executive Vice President of Marysville 172nd Investor LLC, the Manager of Marysville 172nd Development LLC, the Manager of **Marysville 172nd Ph 2 LLC**, 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 purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



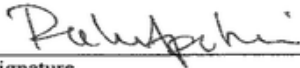

Signature
Raluca Apetrei
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.
My commission expires 1/29/2024.

EXHIBIT A
GRANTOR'S PROPERTY

Lot 1:

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian. Situate in the County of Snohomish, State of Washington.

Lot 2:

All that portion of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian, lying East of the Great Northern Railway right of way as conveyed to Seattle & Montana Railway Company by deeds recorded under auditor's File Numbers 5850 and 100846, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.

EXHIBIT B
BENEFITTED PROPERTY

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

LESS ANY PORTION WITHIN ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 2104 172ND ST NE, MARYSVILLE, WASHINGTON
TPN: 310529-002-008-00 AND 310529-002-026-00

TOGETHER WITH THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 2008 172ND ST NE, MARYSVILLE, WASHINGTON
TPN: 310529-002-011-00 AND 310529-002-019-00

TOGETHER WITH THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W. M., SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 130 FEET OF THE WEST 100 FEET AND EXCEPT COUNTY ROAD;

AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE GREAT NORTHERN RAILROAD RIGHT OF WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 1930 172ND ST NE, MARYSVILLE, WASHINGTON 98271
TPN: 310529-002-012-00

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

THE SOUTH 10 FEET OF THE FOLLOWING DESCRIBED PARCELS

PARCEL A:

THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W. M., SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THE NORTH 130 FEET OF THE WEST 100 FEET AND EXCEPT COUNTY ROAD;
AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE GREAT NORTHERN RAILROAD RIGHT OF WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT COUNTY ROAD.
EXCEPT MOBILE HOME(S), IF ANY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL C:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
LESS ANY PORTION WITHIN ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

PARCEL D:

THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT THAT PORTION THEREOF LYING WITHIN 172ND STREET NORTHEAST.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

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PARCEL E:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT COUNTY ROAD ALONG THE NORTH SIDE THEREOF; AND

EXCEPT ADDITIONAL PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201507100469, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AND

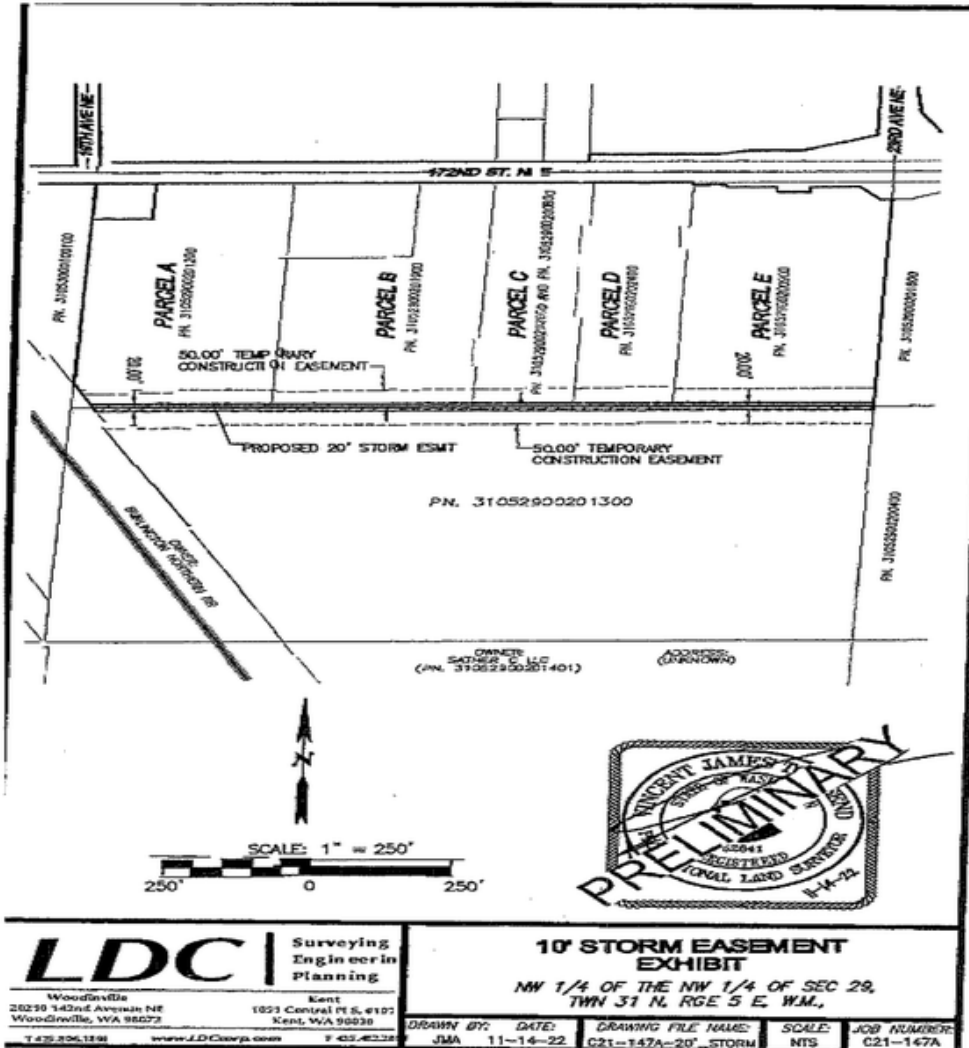
THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PARCELS;

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING EAST OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY AS CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5850 AND 100846, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOGETHER WITH;

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



LDC Surveying Engineer in Planning Woodinville Kent 26250 142nd Avenue NE 1823 Central Pt S, #107 Woodinville, WA 98072 Kent, WA 98038 T 425.236.1298 www.LDCcorp.com F 425.422.28	10' STORM EASEMENT EXHIBIT NW 1/4 OF THE NW 1/4 OF SEC 29, T4N 31 N, R5E 5 E, W.M.			
	DRAWN BY: JMA DATE: 11-14-22	DRAWING FILE NAME: C21-147A-20'_STORM	SCALE: NTS	JOB NUMBER: C21-147A

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EXHIBIT D
RECIPROCAL STORMWATER CONVEYANCE EASEMENT

WHEN RECORDED RETURN TO:

Thomas W. Read
Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle WA 98164

Document Title: RECIPROCAL STORMWATER CONVEYANCE EASEMENT

Grantor: 1. Marysville 172nd Ph 1 LLC
2. Marysville 172nd Ph 2 LLC
3. Sather B LLC

Grantee: 1. Sather B LLC
2. Marysville 172nd Ph 1 LLC
3. Marysville 172nd Ph 2 LLC

Legal Description:

Abbreviated Legal Description: [to be added]

Full Legal Description: See Exhibits A and B attached.

Assessor's Tax Parcel Nos.: [to be added]

Reference Nos. of Documents Released or Assigned: N/A.

RECIPROCAL STORMWATER CONVEYANCE EASEMENT

RECITALS

A. Marysville 172nd Ph 1 LLC, a Washington limited liability company, and Marysville 172nd Ph 2 LLC, a Washington limited liability company (together with Marysville 172nd Ph 1 LLC, the "North Owner") is the owner of that certain real property described on Exhibit A hereto, which is made a part hereof by this reference ("North Owner's Property").

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B. Sather B LLC, a Washington limited liability company (“**South Owner**”) is the owner of that certain real property described on Exhibit B hereto, which is made a part hereof by this reference (“**South Owner's Property**”).

C. North Owner and South Owner both intend to develop their respective properties, and South Owner and North Owner have agreed to enter into this Reciprocal Stormwater Conveyance Easement (the “**Easement**”) for the mutual improvement and benefit of their respective properties.

D. In consideration of the mutual covenants set forth herein, the parties hereto grant and/or agree as follows:

GRANTS AND AGREEMENTS

1. North Owner's Grant. North Owner hereby grants and conveys the following nonexclusive, perpetual easement to South Owner to run with and benefit South Owner's Property, and to burden the North Owner's Property: an easement across, under, along and upon that certain property described on Exhibit C hereto, which is made a part hereof by this reference, being a part of that real property described on Exhibit A hereof, for the purposes of stormwater conveyance.

2. South Owner's Grant. South Owner hereby grants and conveys the following nonexclusive, perpetual easement to North Owner to run with and benefit North Owner's Property, and to burden the South Owner's Property: An easement across, under, along and upon that certain property described on Exhibit C hereto, which is made a part hereof by this reference, being a part of that real property described on Exhibit B hereof, for the purposes of stormwater conveyance.

3. Construction of Improvements. Either North Owner or South Owner may commence the design, permitting, installation and construction of improvements for the purposes of stormwater conveyance described above and related improvements, located within the area described on attached Exhibit C, which improvements must be approved by the City of Marysville (the “**Improvements**”). The owner who commences the design, permitting, installation and construction of the Improvements is referred to herein as the “**Improving Owner**.” The Improving Owner shall provide the other owner with copies of the approved plans and specifications for the Improvements, as approved by the City of Marysville, and shall be solely responsible for the cost of construction and installation of the Improvements. Once the Improving Owner commences design and permitting activities, Improving Owner shall continue the design, permitting, installation and construction of the Improvements continually until completed.

4. Maintenance of Improvements. Each party shall be responsible for one half of the costs to maintain, repair and replace (as needed) the Improvements, so as to keep such Improvements in good, safe condition and repair. Notwithstanding the foregoing, if the Improvements are accepted by a municipal or private utility, then the maintenance or repair of

such Improvements shall then and thereafter be borne by the respective municipality or utility with respect to the Improvements accepted.

5. Compliance with Laws and Rules. Improving Owner shall at all times exercise its rights hereunder in accordance with all applicable statutes, orders, rules and regulations of any public authority having jurisdiction from time to time in effect, and in compliance with the plans and specifications for such Improvements as approved by the City of Marysville.

6. Coordination of Activities. The dates of Improving Owner's activities on the other Owner's Property shall be coordinated with such other Owner, and Improving Owner shall provide the other Owner with at least five (5) days' prior written notice of Improving Owner's intent to enter upon the other Owner's Property to commence any activity under this Agreement; provided, however, that in the event of an emergency requiring immediate action by either party for the protection of its facilities or other persons or property, action shall be allowed upon such notice to the other as is reasonable under the circumstances.

7. Work Standards. All work to be performed by Improving Owner shall be completed in a careful and workmanlike manner, free of claims or liens. Upon completion of such work, and any maintenance thereafter, Improving Owner shall remove all debris, and shall replace any corner property monuments, survey references, or other improvements that were disturbed or destroyed during construction.

8. Improving Owner's Use and Activities. Improving Owner shall exercise its rights hereunder so as to minimize, and avoid if reasonably possible, interference with the other Owner's use of the other Owner's Property. Improving Owner shall at all times conduct its activities on the other Owner's Property so as not to interfere with, obstruct or endanger the other Owner's operations or improvements.

9. Default and Remedies. If South Owner or North Owner shall default in the performance of any obligation required hereunder and if upon the expiration of fifteen (15) days after written notice from the other party stating with particularity the nature and extent of such default, the defaulting party has failed to cure such default, and if a diligent effort is not then being made to cure such default, then any non-defaulting party, in addition to all other remedies it may have at law or in equity, shall have the right to perform such obligation of this Easement on behalf of such defaulting party and to be reimbursed by such defaulting party for the cost thereof with interest at the lesser of ten percent (10%) or the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a prior claim of lien by the claimant in the office of the Snohomish County Recorder. The claim of lien shall include the following: (i) the name of the claimant; (ii) a statement concerning the basis of the claim of the lien; (iii) the last known name and address of the party of the parcel against which the lien is claimed; (iv) a description of the property against which the lien is claimed; (v) a description of the work performed or payment made which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provision of this Easement, including a reference to the recording number of this Easement.

The claim of lien shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, either by personal service or by mailing to the defaulting party as provided in the Section 14 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of mortgage liens.

10. Mortgagee Protection. Any liens authorized or permitted by this Easement shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, which mortgage or deed of trust was recorded prior to the recording of the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any first mortgage or deed of trust shall take free and clear from any such then existing lien, but otherwise subject to the provisions of this Easement.

11. Attorneys' Fees. If any legal action is necessary to enforce the terms or conditions of this agreement, including but not limited to, an arbitration proceeding if agreed upon by the parties hereafter, the prevailing parties shall be entitled to recover from the other party to the dispute all costs of such action or proceeding and reasonable attorneys' fees as determined by the trier of fact in addition to any other relief to which it may be entitled.

12. Release and Indemnity. Improving Owner does hereby release, indemnify and promise to defend and save harmless the other Owner from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by the other Owner in defense thereof, asserted or arising directly or indirectly on account of or out of the acts or omissions of Improving Owner, or its servants, agents, employees and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify the other Owner against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the other Owner or its agents, employees or invitees.

13. Assignment: Successors and Assigns. Except as otherwise provided above, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

14. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered or when delivered by private courier service (such as Federal Express), when sent by electronic mail with electronic confirmation of transmission, or five (5) days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To North Owner: Marysville 172nd Ph 1 LLC
Marysville 172nd Ph 2 LLC
411 1st Ave S, #650
Seattle, WA 98104
Attn: Paul Bottge
Email: paulb@intracorhomes.com

To South Owner: Sather B LLC
16720 Smokey Point Blvd, Suite 3
Arlington, WA 98223
Email: Joelh@theplantfarm.com

19. Entire Agreement: Amendment. This Reciprocal Stormwater Conveyance Easement is a part of that certain Temporary Construction and Fill Easement, and together with the latter Agreement, contains the entire understanding of the parties and supersedes all prior agreements and understandings among the parties relating to the subject matter of this Reciprocal Stormwater Conveyance Easement. Except for changes to South Owner's or North Owner's notice address contained in Section 14, this Reciprocal Stormwater Conveyance Easement shall not be modified, amended, or terminated without the prior written approval of South Owner and North Owner. If North Owner acquires additional property located to the north of South Owner's Property, then upon North Owner's request, North Owner and South Owner agree to amend this Agreement to add such additional property acquired by North Owner to the North Owner's Property that is subject to this Agreement.

[signatures on following pages]

EXECUTED as of _____, 202__.

SOUTH OWNER:

Sather B LLC, a Washington
limited liability company

By _____
Joel Hylback, managing member

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 202__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Joel Hylback, known to me to be the managing member of **Sather B LLC**, 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 purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

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

NORTH OWNER:

Marysville 172nd Ph 1 LLC, a
Washington limited liability company

By: Marysville 172nd Development LLC, a
Washington limited liability company
Its: Manager

By: Marysville 172nd Investor LLC,
a Washington limited liability company
Its: Manager

By: _____
Name: _____
Its: Executive Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 202____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Executive Vice President of Marysville 172nd Investor LLC, the Manager of Marysville 172nd Development LLC, the Manager of **Marysville 172nd Ph 1 LLC**, 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 purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Signature

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

Marysville 172nd Ph 2 LLC, a
 Washington limited liability company

By: Marysville 172nd Development LLC, a
 Washington limited liability company

Its: Manager

By: Marysville 172nd Investor LLC,
 a Washington limited liability company

Its: Manager

By: _____
 Name: _____
 Its: Executive Vice President

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this _____ day of _____, 202____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____, known to me to be the Executive Vice President of Marysville 172nd Investor LLC, the Manager of Marysville 172nd Development LLC, the Manager of **Marysville 172nd Ph 2 LLC**, 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 purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

 Signature

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

EXHIBIT A TO RECIPROCAL STORMWATER CONVEYANCE EASEMENT

LEGAL DESCRIPTION OF NORTH OWNER'S PROPERTY

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

LESS ANY PORTION WITHIN ROADS.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 2104 172ND ST NE, MARYSVILLE, WASHINGTON
TPN: 310529-002-008-00 AND 310529-002-026-00

TOGETHER WITH THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
EXCEPT COUNTY ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 2008 172ND ST NE, MARYSVILLE, WASHINGTON
TPN: 310529-002-011-00 AND 310529-002-019-00

TOGETHER WITH THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST, W. M., SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE NORTH 130 FEET OF THE WEST 100 FEET AND EXCEPT COUNTY ROAD;

AND EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE GREAT NORTHERN RAILROAD RIGHT OF WAY.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PROPERTY ADDRESS: 1930 172ND ST NE, MARYSVILLE, WASHINGTON 98271
TPN: 310529-002-012-00

EXHIBIT B TO RECIPROCAL STORMWATER CONVEYANCE EASEMENT

LEGAL DESCRIPTION OF SOUTH OWNER'S PROPERTY

Lot 1:

The Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian. Situate in the County of Snohomish, State of Washington.

Lot 2:

All that portion of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 5 East of the Willamette Meridian, lying East of the Great Northern Railway right of way as conveyed to Seattle & Montana Railway Company by deeds recorded under auditor's File Numbers 5850 and 100846, records of Snohomish County, Washington. Situate in the County of Snohomish, State of Washington.

EXHIBIT C TO RECIPROCAL STORMWATER CONVEYANCE EASEMENT
EASEMENT AREA

EXHIBIT E

LEGAL DESCRIPTION OF FUTURE ADDITIONAL PROPERTY

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT COUNTY ROAD ALONG THE NORTH SIDE THEREOF; AND

EXCEPT ADDITIONAL PORTION CONVEYED TO THE CITY OF MARYSVILLE FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201507100469, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN

EXCEPT THAT PORTION THEREOF LYING WITHIN 172ND STREET NORTHEAST.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.