

SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

500137253
Revision 1

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Kendall Development Group

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
3002 Colby Ave., Suite 200
Everett, WA 98201

Countersigned By:

Lee Kessler
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

| ISSUING OFFICE: |
|--|
| Title Officer: Commercial Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (855)394-4817 Main Phone: (425)259-8205 Email: Everett.CU@ctt.com |

SCHEDULE A

| Liability | Premium | Tax |
|------------|----------|---------|
| \$1,000.00 | \$350.00 | \$34.65 |

Effective Date: July 25, 2023 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

VP/MS LLC, an Oregon limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For **APN/Parcel ID(s):** [310528-003-003-00](#), [310528-003-006-00](#) and [310528-003-012-00](#)

PARCEL A:

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 16-006, RECORDED UNDER AUDITOR'S [FILE NO. 201703065001](#), RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOTS 1 AND 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA22005, RECORDED UNDER AUDITOR'S [FILE NO. 202302145001](#), RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A 60-FOOT-WIDE STRIP OF LAND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 01°32'29" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 1307.07 FEET;
THENCE SOUTH 87°16'15" EAST A DISTANCE OF 30.01 FEET TO THE EAST RIGHT OF WAY LINE OF PACIFIC HIGHWAY AND THE TRUE POINT OF BEGINNING FOR SAID CENTERLINE;
THENCE SOUTH 87°16'15" EAST PARALLEL TO AND 30 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 1261.04 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 01°36'58" EAST ALONG SAID SUBDIVISION A DISTANCE OF 735.54 FEET TO THE TERMINATION POINT OF SAID CENTERLINE;

EXCEPT THAT PORTION LYING WITHIN PARCEL B.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

SCHEDULE B

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.

SCHEDULE B

(continued)

SPECIAL EXCEPTIONS

1. No search has been made as to property taxes and assessments. Property taxes and assessments will be searched upon request.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: One anchor with necessary wires and fixtures thereon
Recording Date: March 26, 1929
[Recording No.: 448729](#)

3. Easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

[Recording No: 7804170304](#)

4. Notice of Rural Utility Service Area, and of Liability to the City of Marysville for Utility Assessments and Charges including the terms, covenants and provisions thereof

Recording Date: August 12, 1982
[Recording No.: 8208120212](#)

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey for Camnel Properties, LLC:

[Recording No: 201612295012](#)

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Marysville BLA No. 16-006:

[Recording No: 201703065001](#)

SCHEDULE B

(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest Inc
 - Purpose: Overhead and/or underground electric distribution lines and facilities
 - Recording Date: June 21, 2017
 - [Recording No.: 201706210438](#)

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest Inc
 - Purpose: Overhead and/or underground electric distribution lines and facilities
 - Recording Date: July 31, 2019
 - [Recording No.: 201907310731](#)

9. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
 - Job No.: 20098
 - Dated: December 11, 2020
 - Prepared by: Metron and Associates, Inc.
 - Matters shown: 8 foot chain link fence, appurtenant to the Northerly adjoining parcel, is constructed 1.1 feet south of the north boundary of the Land

10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Marysville Boundary Line Adjustment No. 22005:
 - [Recording No: 202302145001](#)

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
 - Granted to: Public Utility District No. 1 of Snohomish County and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber
 - Purpose: electric and communication distribution lines and facilities
 - Recording Date: June 15, 2023
 - [Recording No.: 202306150110](#)

12. A deed of trust to secure an indebtedness in the amount shown below,
 - Amount: \$23,256,643.00
 - Dated: May 3, 2023
 - Trustor/Grantor: VP/MS LLC, an Oregon limited liability company
 - Trustee: Chicago Title of Washington
 - Beneficiary: Mountain West Bank, Division of Glacier Bank
 - Recording Date: May 15, 2023
 - [Recording No.: 202305150390](#)

SCHEDULE B
(continued)

13. Assignment of Rents and Leases

Assigned to: Mountain West Bank, Division of Glacier Bank
Assigned by: VP/MS LLC, an Oregon limited liability company
Recording Date: May 15, 2023
[Recording No.: 202305150391](#)

14. The Company's liability for this report is limited to \$1,000.00. This report is based on the company's property records, and no liability is assumed for items misindexed or not indexed in the public records, or for matters which would be disclosed by an inquiry of the parties in possession or by an accurate survey or inspection of the premises. This report and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of, or opinion as to the sufficiency or effect of the matter shown, or an opinion as to the marketability of title to the subject premises.

END OF SCHEDULE B



202103151190

DEEDS (EXCEPT QCDS)

Rec: \$107.50

3/15/2021 4:45 PM 1 of 5

SNOHOMISH COUNTY, WA

Electronically Recorded

When recorded return to:

*Kendall Dev Group
Todd McFarlane
3449E Copper Point Dr
Meriden ID 83642*

Thank you for your payment.
E158430 \$82,454.64
BRUCE E. 03/15/2021

Document Title or Titles: Special Warranty Deed

520115477
INSURED BY
CHICAGO TITLE

Reference Nos. of Documents Assigned or Released: None

Name of Grantor: CAMNEL PROPERTIES, LLC, a Washington limited liability company

Name of Grantee: VP/MS LLC, an Oregon limited liability company

Pages referencing additional names: N/A

Abbreviated Legal Description: Ptn NW of SW 28-31-5, *w.m., in Snohomish*
County, Washington

Additional Legal Descriptions Found On: Exhibit A

Assessor's Property Tax Parcel Numbers or Account Numbers:

310528-003-006-00

SPECIAL WARRANTY DEED

THE GRANTOR, CAMNEL PROPERTIES, LLC, a Washington limited liability company, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, in hand paid, bargains, sells, conveys and confirms to GRANTEE, VP/MS LLC, an Oregon limited liability company, the following described real estate, situated in the County of Snohomish, State of Washington, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

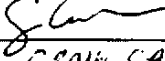
The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is made and accepted subject only to those matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 12th day of March, 2021.

GRANTOR:

CAMNEL PROPERTIES, LLC, a
Washington limited liability company

By: 
Name: CRAG CAMPBELL
Its: _____

**EXHIBIT A
LEGAL DESCRIPTION**

For APN/Parcel ID(s): 310528-003-006-00

The South 375 feet of the North 1135 feet of the West 530 feet of the Northwest Quarter of the Southwest Quarter of Section 28, Township 31 North, Range 5 East of the Willamette Meridian, in Snohomish County, Washington;

EXCEPT those portions conveyed to Snohomish County for road purposes by deeds recorded under Auditor's File No. 191651 and 8209220118.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: One anchor with necessary wires and fixtures thereon
Recording Date: March 26, 1929
Recording No.: 448729

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey for Cannell Properties, LLC:
Recording No: 201612295012

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County and Frontier Communications Northwest Inc
Purpose: Overhead and/or underground electric distribution lines and facilities
Recording Date: June 21, 2017
Recording No.: 201706210438

4. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey, Job No.: 20098

Dated: December 11, 2020
Prepared by: Metron and Associates, Inc.
Matters shown: 8 foot chain link fence, appurtenant to the Northerly adjoining parcel, is constructed 1.1 feet south of the north boundary of Parcel B.

5. General Taxes not yet due and payable.



202103151260

DEEDS (EXCEPT QCDS)

Rec: \$108.50

3/15/2021 4:51 PM 1 of 6

SNOHOMISH COUNTY, WA

Electronically Recorded

When recorded return to:

*Kendall DeWitt
Tara McFarlane
3449 E. Cape Point Dr
Mesa, AZ 85342*

Thank you for your payment.
E158453 \$143,890.00
BRUCE E. 03/15/2021

Document Title or Titles: Special Warranty Deed

520115479
INSURED BY
CHIEF OF POLICE

Reference Nos. of Documents Assigned or Released: None

Name of Grantor: CAMNEL PROPERTIES, LLC, a Washington limited liability company

Name of Grantee: VP/MS LLC, an Oregon limited liability company

Pages referencing additional names: N/A

Abbreviated Legal Description: Ptn NW of SW 28-31-5, *W.M. in Snohomish*
County, Washington

Additional Legal Descriptions Found On: Exhibit A

Assessor's Property Tax Parcel Numbers or Account Numbers:

310528-003-003-00, 310528-003-012-00

SPECIAL WARRANTY DEED

THE GRANTOR, CAMNEL PROPERTIES, LLC, a Washington limited liability company, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, in hand paid, bargains, sells, conveys and confirms to GRANTEE, VP/MS LLC, an Oregon limited liability company, the following described real estate, situated in the County of Snohomish, State of Washington, being more particularly described in Exhibit A, attached hereto and incorporated herein by reference, together with all improvements, if any, located on such land (such land and improvements being collectively referred to as the "Property").

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, will forever warrant and defend the said described real estate.

This conveyance is made and accepted subject only to those matters (the "Permitted Exceptions") set forth in Exhibit B, attached hereto and incorporated herein by reference.

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 12th day of March, 2021.

GRANTOR:

CAMNEL PROPERTIES, LLC, a
Washington limited liability company

By: SC
Name: CRALC Campbell
Its: _____

**EXHIBIT A
LEGAL DESCRIPTION**

For APN/Parcel ID(s): 310528-003-003-00 and 310528-003-012-00

Parcel A:

Lot 1, City of Marysville Boundary Line Adjustment No. 16-006, recorded under Auditor's File No. 201703065001, records of Snohomish County, Washington, being a portion of the Northwest Quarter of the Southwest Quarter of Section 28, Township 31 North, Range 5 East, W.M.

Situate in the County of Snohomish, State of Washington.

Parcel B:

Commencing at the Northwest corner of the Southwest Quarter of Section 28, Township 31 North, Range 5 East of the Willamette Meridian;
thence South 87°17'40" East along the North line of said subdivision a distance of 530.11 feet;
thence South 1°32'29" West parallel to the West line of said subdivision a distance of 572.15 feet to the true point of beginning;
thence South 87°17'36" East a distance of 761.72 feet;
thence South 1°36'58" West a distance of 572.75 feet;
thence North 87°17'32" West a distance of 760.97 feet;
thence North 1°32'29" East parallel to the West line of said subdivision a distance of 572.75 feet to the true point of beginning.

(Also known as Lots 2 and 3 of Survey recorded under Auditor's File No. 7804170304, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington.

Parcel B-1:

A non-exclusive easement for ingress, egress and utilities over, across and under a 60 foot wide strip of land lying 30 feet on each side of the following described centerline:

Commencing at the Northwest corner of the Southwest Quarter of Section 28, Township 31 North, Range 5 East of the Willamette Meridian;
thence South 1°32'29" West along the West line of said subdivision a distance of 1307.07 feet;
thence South 87°16'15" East a distance of 30.01 feet to the East right of way line of Pacific Highway and the true point of beginning for said centerline;
thence South 87°16'15" East parallel to and 30 feet North of the South line of the Northwest Quarter of the Southwest quarter a distance of 1261.04 feet to a point on the East line of the Northwest Quarter of the Southwest quarter;
thence North 1°36'58" East along said subdivision a distance of 735.54 feet to the termination point of said centerline;

Except that portion lying within Parcel B.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B
PERMITTED EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: One anchor with necessary wires and fixtures thereon
Recording Date: March 26, 1929
Recording No.: 448729

2. Easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 7804170304

3. Notice of Rural Utility Service Area, and of Liability to the City of Marysville for Utility Assessments and Charges including the terms, covenants and provisions thereof

Recording Date: August 12, 1982
Recording No.: 8208120212

4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey for Camnel Properties, LLC:

Recording No: 201612295012

5. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Marysville BLA No. 16-006:

Recording No: 201703065001

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County and Frontier
Communications Northwest Inc
Purpose: Overhead and/or underground electric distribution lines and facilities
Recording Date: June 21, 2017
Recording No.: 201706210438

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County and Frontier
Communications Northwest Inc
Purpose: Overhead and/or underground electric distribution lines and facilities
Recording Date: July 31, 2019
Recording No.: 201907310731

8. General Taxes not yet due and payable.

a

037544 of 2127

File No 448729
Ease

Chas. Roth a widower

Dated Feb 19 1929

to 39 W 1st Bldg

Filed Mar 26 1929 9:24AM

The Pacific Telephone and Telephone Company

Rec Vol. 246 d 503

enoughed and enoughed ofificat and
V. S. Squid

For and in consideration of the sum of \$1 receipt whereof is hereby acknowledged a right of way is hereby granted to The Pacific Telephone and Telegraph Company its successors and assigns with the right to erect and maintain one anchor with the necessary wires and fixtures thereon and to keep same free from foliage across that certain property belonging to Chas Roth a widower and sit in the County of Sno St of Wn and desc as fol:

1/2 of the NW 1/4 of the SW 1/4 of Sec 28 Twp 31 N.R. 5 East W.M. said anchor to be placed as now surveyed and staked by said Telephone Company.

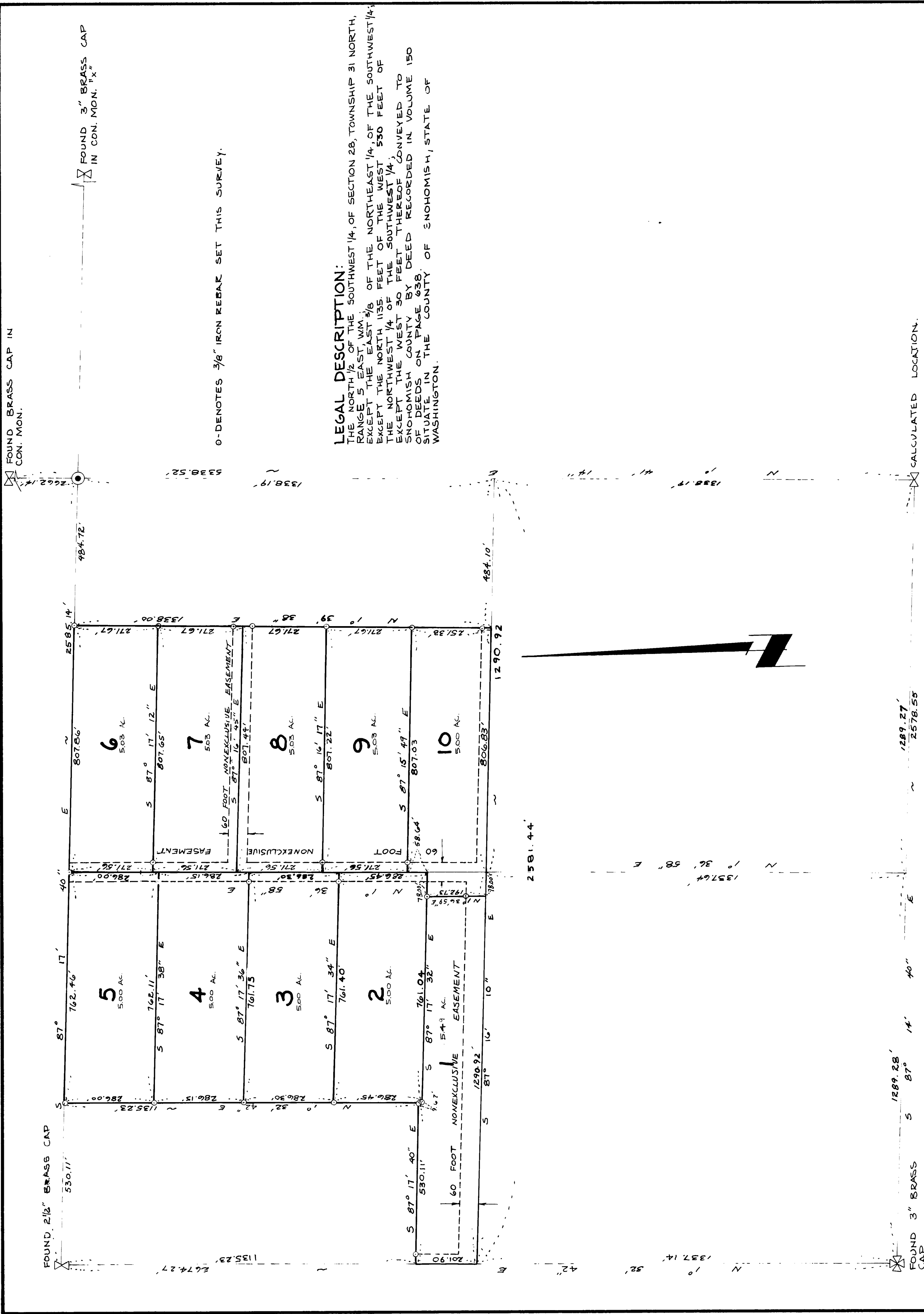
All rights granted under this permit to cease as soon as said anchor is removed. It is understood that the employes of said Telephone Company shall at any time when necessary have access to said right of way and the anchor and wires thereon for purposes of repairs etc, provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above described.

one wit

Chas Roth

Ack Feb 19 1929 by Chas Roth a widower before E.C. Jackson N.P. for the S of Wn res at Seattle (N.P. Seal)

V



LEGAL DESCRIPTION:
 THE NORTH 1/2 OF THE SOUTHWEST 1/4, OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST WM, EXCEPT THE EAST 5/8 OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 1/2 OF THE WEST 5/8 FEET OF THE SOUTHWEST 1/4, THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED IN VOLUME 150 OF DEEDS ON PAGE 638, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

O-DENOTES 3/8" IRON REBAR SET THIS SURVEY.

SCALE: 1" = 200'
 DRAWN BY: J.A.
 CHECKED BY: OK
 DATE: May 26, 1977
 JOB NUMBER: 1416
 F.B. NO. SA 70

SURVEYORS CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF MR. VERMULM THIS 26 DAY OF May 1977
 REGISTERED LAND SURVEYOR
 L.S. NO. 12716

RECORDING CERTIFICATE 7804170304
 FILED FOR RECORD BY CASCADE SURVEYING
 THIS 17 DAY OF April 1977 A.D. AT 5 MINUTES PAST 4 O'CLOCK P.M. AND RECORDED IN VOLUME 7 OF SURVEYS ON PAGE 87 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
 County Auditor B. Wheeler Deputy Auditor Betty Anderson

[Signature]

Survey for **MR. CORNELIUS VERMULM**
 SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.
 Survey by **Cascade Surveying & Engineering, Inc.**
 ARLINGTON & MARYSVILLE

FOUND 2 1/2" BRASS CAP IN CON. MON.

FOUND 3" BRASS CAP

FOUND 3" BRASS CAP IN CON. MON.

OK FOR REC. RBT

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

After recording, please return to:
JAMES H. ALLENDOERFER
1322 Avenue D
Snohomish, WA 98290

RECORDED

1982 AUG 12 PM 4:48

HENRY B. WHALEN, AUDITOR
SNOHOMISH COUNTY, WASH.

DEPUTY

Ray Danielson

NOTICE OF RURAL UTILITY SERVICE AREA,
AND OF LIABILITY TO THE CITY OF MARYSVILLE
FOR UTILITY ASSESSMENTS AND CHARGES

KNOW ALL MEN BY THESE PRESENTS:

1. This notice is an amendment to and supersedes that certain notice of liability heretofore recorded in the records of the Snohomish County Auditor under file no. 8011040138.
2. The City of Marysville has adopted a Rural Utility Service Area for certain property situated in Snohomish County, Washington, and legally described and depicted in Exhibits A and B attached hereto.
3. The purposes of the Rural Utility Service Area are to allow the city to establish long-range plans for the growth and control of its utility system outside of the city limits, and to accurately forecast the demand for the same; to provide property owners and Snohomish County authorities with an indication of the city's long-range utility plans; and to provide a means for blanket approval of rural utility connections by the Snohomish County Boundary Review Board.

The Rural Utility Service Area shall not be construed as establishing the city as a "public utility" for properties located therein, nor shall it be construed as establishing express or implied rights for any property to connect to the city's utility system. All utility connections in rural areas are on the basis of special contracts with the city, and such contracts shall be granted or denied, as a governmental function of the city, pursuant to the provisions of the Marysville Municipal Code, and conditioned upon compliance with the Rural Utility Service Area Plan, a copy of which is recorded in the records of the Snohomish County Auditor.

The Rural Utility Service Area shall not be construed as the exercise of the city's police power or utility jurisdiction over any properties not connected to the utility system. The Rural Utility Service Area is non-exclusive, and does not affect the right of any other utility district or purveyor to provide services therein.

Notice of Liability - 1

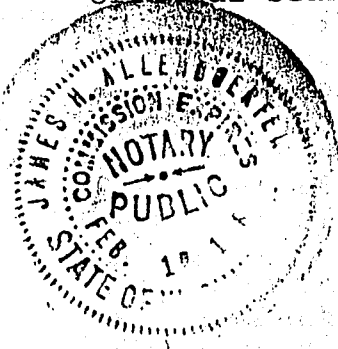
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and executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said city for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 28th day of June, 1982.



James H. Allen
NOTARY PUBLIC in and for the State of
Washington, residing at Everett

Notice of Liability - 3

8208120212

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EXHIBIT A

BOUNDARY REVIEW BOARD

MARYSVILLE REVISED UTILITY SERVICE AREA BOUNDARY

LEGAL DESCRIPTION

Beginning at the SW corner of Sec. 33, T30N, R5E, W.M.; thence Northerly along West line of Sec. 33 to Northerly line of Ebey Slough; thence Westerly along the Northerly line of Ebey Slough to a point on the West line of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of Sec. 32 thence Northerly along said West line and its extension into Sec. 29 to a point on the South margin of 66th St. NE; thence Westerly along said South margin to the West line of Sec. 29; thence Northerly along said West line to the Northwest corner of the Plat of Tierra Bonita Division No. 4; thence Easterly and Southerly along the Northerly and Easterly lines of the Plats of Tierra Bonita Division No. 4 and No. 1 and No. 2 to the North margin of 66th St. NE; thence Easterly along said North margin to the West line of the E $\frac{1}{2}$ of E $\frac{1}{2}$ of Sec. 29; thence North along said West line to the East-West centerline of said Sec. 29; thence East to the East margin of Interstate Highway 5; thence Northerly along said East margin through Sections 29, 20, 17, 8, 9, and 5 to the South line of T31N; thence continue Northerly along said East margin through Sections 32 and 29 to the East-West centerline of Sec. 20, T31N, R5E, W.M.; thence East along said centerline to the West margin of 35th Ave. NE and Old Highway 99; thence Northerly along said West margin to the Easterly margin of Interstate Hwy 5; thence continue North along said Easterly margin to the West margin of 27th Ave. NE; thence North along said West margin to the South margin of 212th St. NE; thence West along said South margin to the East line of the West 400 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 8, T31N, R5E, W.M.; thence South to the South line of the North 500 feet of said subdivision; thence West to the West line of said subdivision; thence South to the SW corner of said subdivision; thence West to the East margin of Interstate Hwy. 5; thence Northwesterly along said margin to a line 415 feet West of the East line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 8; thence North along said line and its Northerly extension to the Northeasterly margin of Interstate Hwy 5; thence Northwesterly along said margin to a line 565 feet West of the East line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 8; thence North to a point 350 feet North of the Highway; thence East 150 feet; thence North to a point 726.21 feet North of East-West centerline of Section; thence East 415 feet to the West line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section; thence North along said West line 81 feet to a point 800 feet North of said East-West Section centerline; thence East 664.8 feet to the West line of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of said Sec. 8; thence South along said West margin to the North margin of 212th St. NE; thence East along said North approach road of the 27th Ave. NE to 212th St. NE; thence Southerly along the East margin of 27th Ave. NE to the Northeasterly margin of Interstate Hwy 5; thence Southeasterly along said margin to the East margin of Old Hwy 99; thence Southeasterly along said margin and its extension to the East margin of 35th Ave. NE; thence South along said East margin to the East-West centerline of Sec. 21, T31N, R5E, W.M.;

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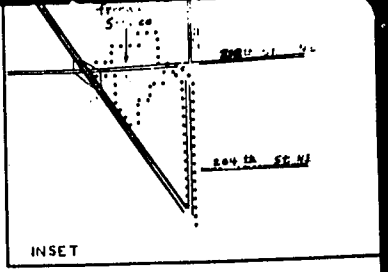
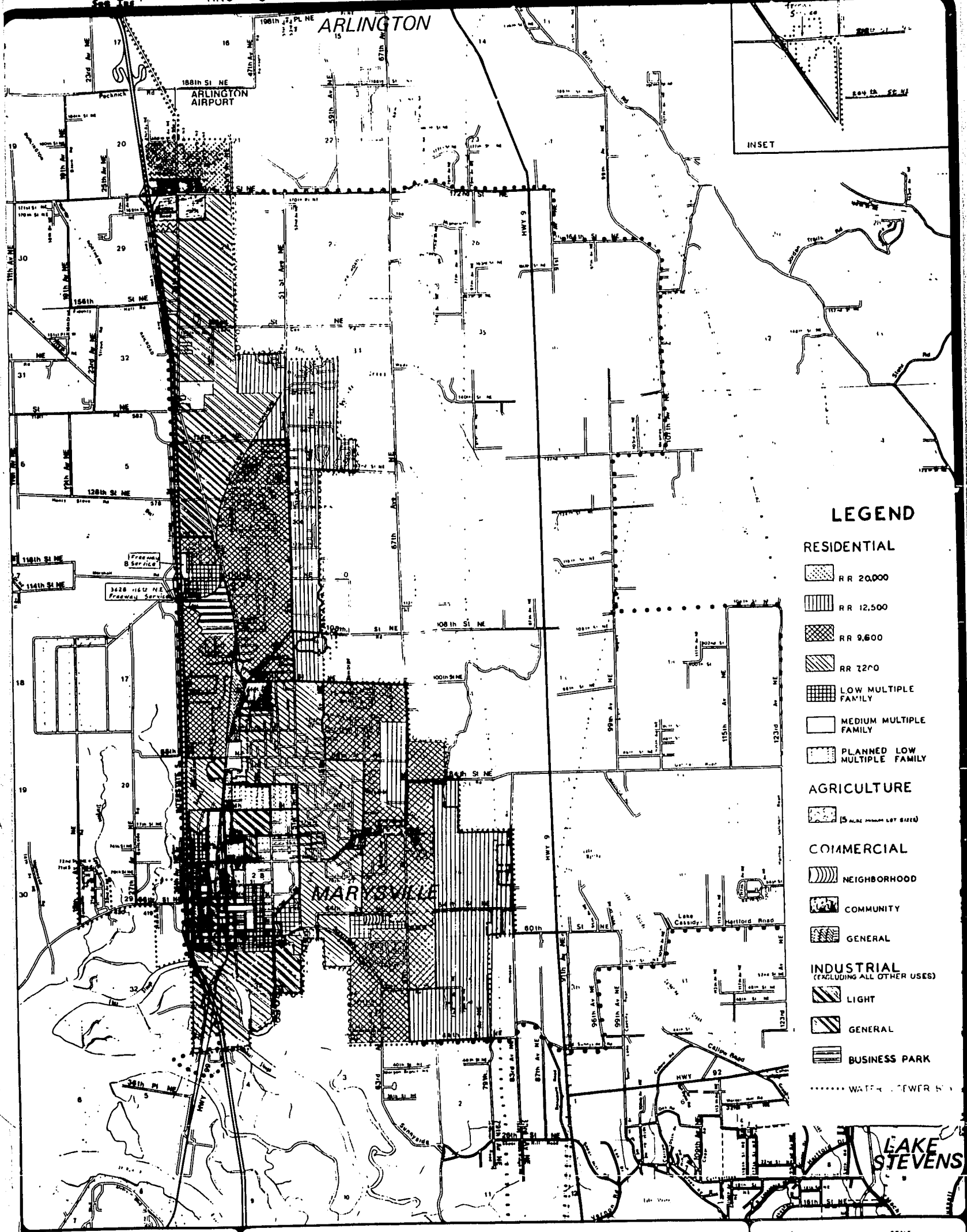
thence east along said line to the center of said Sec. 21; thence South along the North-South centerline of said Section and its extension through Section 28 to the center of Section 33 of last said Township and Range; thence East along the East-West centerline of said Section to the East line of said Section 33; thence South along said East line to its intersection with the extension of the North line of the Plat of Timberbrook, Divisions Nos. 1, 2, and 3; thence East along said North line and its extension to the North-South centerline of Section 34; thence South along the North-South centerline of said Section and its extension to the North line of the Plat of Heritage in Section 3, T30N, R5E, W.M.; thence East and South along the North and East lines of Heritage and Meadow Park to the South margin of 132nd St. NE; thence West to the East line of the $W\frac{1}{2}$ of said Section 3; thence South along said East line and its extension through Section 10 to the North line of Section 15; thence East along said North section line to the East margin of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 15; thence South along said East margin to the Southeast corner of said subdivision; thence West along the South margin of said subdivision to the East margin of the Plat of Quilceda Meadows; thence South to the SE corner of said Plat; thence West along the South margin of said Plat 340 feet more or less to the West margin of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 15; thence South along said West margin to the East-West centerline of said Section 15; thence East along said centerline to the East line thereof; thence South along said line and the West line of Section 23 to the North line of the Plat of Emerald Estates; thence East along said North line to the East line of the Plat of Emerald Estates; thence South to the North margin of 84th St. NE; thence East along said margin to the North-South centerline of said Section; thence South along said line to the North line of Section 26; thence East along said North line to the NE corner of said Section; thence South along the East line of said Section to the Southeast corner thereof; thence West along the line between Sections 26 and 35 to the West line of the $E\frac{1}{2}$ of said Section 35; thence South along said line to the South line of Section 35; thence West along the South lines of said Section 35 and Section 34 to the West line of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of said Section 34; thence North along said line to the South line of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Sec. 34; thence West to the Southwest corner of said subdivision; thence North along the West line thereof to the North line of Section 34; thence West along said line to the Northwest corner thereof, thence South on the line between Sections 34 and 33 to the East-West centerline of Section 33; thence West along said centerline to the thread of Allen Creek; thence Northeasterly along said thread to the North line of the $S\frac{1}{4}$ of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section; thence West along said North line to the West line of 47th Avenue NE; thence South along said West margin and the South line of City of Marysville's Sewage Treatment Lagoon to the North line of Ebey Slough; thence Westerly and Northerly along said North line to a point 1,400 feet more or less North of the South line of said Section; thence West parallel to the South line of said Section to the North-South centerline of said Section 33; thence South along said centerline to the South line of said Section; thence West along the South line thereof to the East margin of Interstate Highway 5; thence Northwesterly along said margin to the Easterly margin of State Road No. 1 (Old 99); thence Northeasterly along said margin to the North line of Ebey Slough; thence Northwesterly along said North line to the West margin of State Road No. 1 (Old 99); thence Southwesterly along said margin to the Easterly margin of Interstate Hwy 5; thence Northwesterly along said margin to the thread of Ebey Slough; thence Westerly along said thread to the Westerly margin of Interstate Hwy 5; thence Southerly along said margin to the South line of Said Sec. 33; thence West along said South line to the Point of Beginning.

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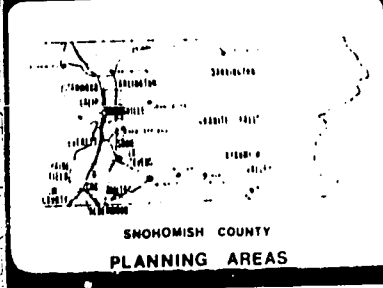
RNG 5

RNG 6



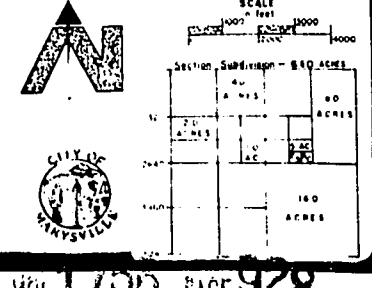
LEGEND

- RESIDENTIAL**
 - RR 20,000
 - RR 12,500
 - RR 9,600
 - RR 72'0
 - LOW MULTIPLE FAMILY
 - MEDIUM MULTIPLE FAMILY
 - PLANNED LOW MULTIPLE FAMILY
- AGRICULTURE**
 - (5 ACRE MINIMUM LOT SIZE)
- COMMERCIAL**
 - NEIGHBORHOOD
 - COMMUNITY
 - GENERAL
- INDUSTRIAL (EXCLUDING ALL OTHER USES)**
 - LIGHT
 - GENERAL
 - BUSINESS PARK
- WATER - TOWER



**RURAL UTILITY
SERVICE AREA PLAN**

ADOPTED JUNE 28, 1982



8208120212

RETURN ADDRESS:
Mountain West Bank,
Division of Glacier Bank
Attention: Loan Servicing
PO BOX 1059
Coeur d'alene, ID 83816



*****%0340%05032023%*****%08*

DEED OF TRUST

**INSURED BY
CHICAGO TITLE
500141999**

DATE: May 3, 2023

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. VP/MS LLC

Grantee(s)

1. Mountain West Bank, Division of Glacier Bank
2. CHICAGO TITLE OF WASHINGTON, Trustee

Legal Description: LT 1. MARYSVILLE BLA# 16-006, AF# 201703065001 & LTS 1 & 2, MARYSVILLE BLA#22005, AF# 202302145001, PTN NW SW, SEC 28-31-5E, W.M., SNOHOMISH COUNTY, WA TAX ACCOUNT NO. : 310528-003-003-00, 310528-003-012-00 AND 310528-003-006-00

Additional on page 2

Assessor's Tax Parcel ID#: 31052800300300, 31052800301200 AND 31052800300600

THIS DEED OF TRUST is dated May 3, 2023, among VP/MS LLC, AN OREGON LIMITED LIABILITY COMPANY, whose address is 3449 E COPPER POINT DR, MERIDIAN, ID 83642 ("Grantor"); Mountain West Bank, Division of Glacier Bank, whose mailing address is Meridian Financial Center Branch, 1660 N Eagle Road, Meridian, ID 83642 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CHICAGO TITLE OF WASHINGTON, whose mailing address is 3002 COLBY AVE, SUITE 200, EVERETT, WA 98201 (referred to below as "Trustee").

**DEED OF TRUST
(Continued)**

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SNOHOMISH County, State of Washington:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 16005 SMOKEY POINT BLVD, MARYSVILLE, WA 98271. The Real Property tax identification number is 31052800300300, 31052800301200 AND 31052800300600.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether

**DEED OF TRUST
(Continued)**

Page 3

legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring,

**DEED OF TRUST
(Continued)**

Page 4

maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by

**DEED OF TRUST
(Continued)**

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Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**DEED OF TRUST
(Continued)**

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Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SNOHOMISH County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of

**DEED OF TRUST
(Continued)**

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this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Mountain West Bank, Division of Glacier Bank, and its successors and assigns.

Borrower. The word "Borrower" means VP/MS LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means VP/MS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

DEED OF TRUST
(Continued)

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Mountain West Bank, Division of Glacier Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 3, 2023, in the original principal amount of \$23,256,643.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that guaranties and environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means CHICAGO TITLE OF WASHINGTON, whose mailing address is 3002 COLBY AVE, SUITE 200, EVERETT, WA 98201 and any substitute or successor trustees.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

VP/MS LLC

By: [Signature]
DAVID E BLEWETT, Manager of VP/MS LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Idaho

)
) SS
)

COUNTY OF Ada

This record was acknowledged before me on May 3, 2023 by DAVID E BLEWETT, Manager of VP/MS LLC.

Janelle Belden
(Signature of notary public)

Notary Public
(Title of office)

My commission expires: 9.13.24
(date)



**DEED OF TRUST
(Continued)**

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REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____

By: _____

Its: _____

LEGAL DESCRIPTION

Order No.: 500141999

For APN/Parcel ID(s): 310528-003-003-00, 310528-003-012-00 and 310528-003-006-00

PARCEL A:

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 16-006, RECORDED UNDER AUDITOR'S FILE NO. 201703065001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOTS 1 AND 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA22005, RECORDED UNDER AUDITOR'S FILE NO. 202302145001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A 60-FOOT-WIDE STRIP OF LAND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 01°32'29" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 1307.07 FEET;
THENCE SOUTH 87°16'15" EAST A DISTANCE OF 30.01 FEET TO THE EAST RIGHT OF WAY LINE OF PACIFIC HIGHWAY AND THE TRUE POINT OF BEGINNING FOR SAID CENTERLINE;
THENCE SOUTH 87°16'15" EAST PARALLEL TO AND 30 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 1261.04 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 01°36'58" EAST ALONG SAID SUBDIVISION A DISTANCE OF 735.54 FEET TO THE TERMINATION POINT OF SAID CENTERLINE;

EXCEPT THAT PORTION LYING WITHIN PARCEL B.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RETURN ADDRESS:
Mountain West Bank,
Division of Glacier Bank
Attention: Loan Servicing
PO BOX 1059
Coeur d'alene, ID 83816



*****%0115%05032023%*****%06*

ASSIGNMENT OF RENTS

Reference # (if applicable): _____ Additional on page _____

Grantor(s):
1. VP/MS LLC

Grantee(s)
1. Mountain West Bank, Division of Glacier Bank

Legal Description: LT 1, MARYSVILLE BLA# 16-006, AF# 201703065001 & LTS 1 & 2,
MARYSVILLE BLA#22005, AF# 202302145001, PTN NW SW, SEC 28-31-5E, W.M.,
SNOHOMISH COUNTY, WA TAX ACCOUNT NO. : 310528-003-003-00, 310528-003-012-00
AND 310528-003-006-00

Additional on page 2

Assessor's Tax Parcel ID#: 31052800300300, 31052800301200 AND 31052800300600

THIS ASSIGNMENT OF RENTS dated May 3, 2023, is made and executed between VP/MS LLC,
AN OREGON LIMITED LIABILITY COMPANY, whose address is 3449 E COPPER POINT DR,
MERIDIAN, ID 83642 (referred to below as "Grantor") and Mountain West Bank, Division of
Glacier Bank, whose mailing address is 1660 N Eagle Road, Meridian, ID 83642 (referred to
below as "Lender").

CTI MISC 500141999

**ASSIGNMENT OF RENTS
(Continued)**

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ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in SNOHOMISH County, State of Washington:

See EXHIBIT "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 16005 SMOKEY POINT BLVD, MARYSVILLE, WA 98271. The Property tax identification number is 31052800300300, 31052800301200 AND 31052800300600.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Washington and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**ASSIGNMENT OF RENTS
(Continued)**

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within twenty (20) days; or (2) if the cure requires more than twenty (20) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending

**ASSIGNMENT OF RENTS
(Continued)**

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foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Ada County, State of Idaho.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**ASSIGNMENT OF RENTS
(Continued)**

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Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means VP/MS LLC.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means VP/MS LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Mountain West Bank, Division of Glacier Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 3, 2023, in the original principal amount of \$23,256,643.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 3, 2023.

GRANTOR:

VP/MS LLC

By: 

DAVID E BLEWETT, Manager of VP/MS LLC

LEGAL DESCRIPTION

Order No.: 500141999

For APN/Parcel ID(s): 310528-003-003-00, 310528-003-012-00 and 310528-003-006-00

PARCEL A:

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 16-006, RECORDED UNDER AUDITOR'S FILE NO. 201703065001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL B:

LOTS 1 AND 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. BLA22005, RECORDED UNDER AUDITOR'S FILE NO. 202302145001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A 60-FOOT-WIDE STRIP OF LAND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;
THENCE SOUTH 01°32'29" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 1307.07 FEET;
THENCE SOUTH 87°16'15" EAST A DISTANCE OF 30.01 FEET TO THE EAST RIGHT OF WAY LINE OF PACIFIC HIGHWAY AND THE TRUE POINT OF BEGINNING FOR SAID CENTERLINE;
THENCE SOUTH 87°16'15" EAST PARALLEL TO AND 30 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 1261.04 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 01°36'58" EAST ALONG SAID SUBDIVISION A DISTANCE OF 735.54 FEET TO THE TERMINATION POINT OF SAID CENTERLINE;

EXCEPT THAT PORTION LYING WITHIN PARCEL B.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Attn: Jennifer Southard
Agent IV, Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107

**NO EXCISE TAX
REQUIRED**

JUN 15 2023

BRIAN SULLIVAN, Snohomish County Treasurer

By BRIAN SULLIVAN *EMA* E- 63705
WO#100108798 N# 10000195973

DISTRIBUTION EASEMENT

Grantor ("Owner"): VP/MS LLC, an Oregon limited liability company
Grantee: Public Utility District No. 1 of Snohomish County
Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly
Fiber ("Ziplly Fiber")
Short Legal Description: Ptn. of NW ¼, SW ¼, Sec. 28, Twp. 31, R. 5,
Tax Parcel No: 31052800300300, 31052800300600

THIS DISTRIBUTION EASEMENT ("Easement") is made this 7th day of June 2023, by and between VP/MS LLC, an Oregon limited liability company ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber"). The Owner, District and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber") are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Northwest Fiber, LLC, a Delaware limited liability company, d/b/a Ziplly Fiber ("Ziplly Fiber") are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Situate in the County of SNOHOMISH, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and

assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

That portion of the above-described property being a strip of land ten feet (10') in width having five feet (5') of such width on each side of the centerline of the electrical facilities as constructed, to be constructed, extended or relocated within the above described real property. The exterior boundaries of said easement being widened accordingly to provide Grantee 8 feet of easement area adjoining all sides of Grantee's ground mounted transformers, switch cabinets, and/or vaults.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

OWNER(S):
VP/MS LLC

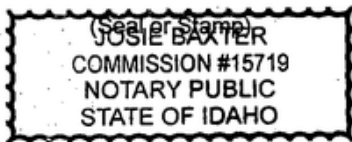
By: [Signature]
David E. Blewett
Its: Manager

(REPRESENTATIVE ACKNOWLEDGMENT)

State of ~~Washington~~ IDAHO
County of ADA

I certify that I know or have satisfactory evidence that DAVID E. BLEWETT
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the MANAGER of VP/MS LLC to be the free and voluntary
act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 7th day of June, 2023.



Signature of [Signature]
Notary Public
Print Name: Josie Baxter
Residing at: Idaho

My appointment expires 11-18-26

EXHIBIT A

Lot 1, City of Marysville Boundary Line Adjustment No. 16-006, recorded under Auditor's File No. 201703065001, records of Snohomish County, Washington, being a portion of the Northwest quarter of the Southwest quarter of Section 28, Township 31 North, Range 5 East, W.M.

Situate in the County of Snohomish, State of Washington.

Together with Lot 1, City of Marysville Boundary Line Adjustment No. 22-005, recorded under Auditor's File No. 202302145001, records of Snohomish County, Washington, being a portion of the Northwest quarter of the Southwest quarter of Section 28, Township 31 North, Range 5 East, W.M.

Situate in the County of Snohomish, State of Washington.

1137402



201706210438 4 PGS
06/21/2017 3 26pm \$76.00
SNOHOMISH COUNTY, WASHINGTON

AFTER RECORDING, PLEASE RETURN TO
Public Utility District No 1 of Snohomish County
Attn Kelly McGill,
Manager, Real Estate Services
P O Box 1107
Everett, Washington 98206-1107

E- 60660
WO# 397297-01 10000002760

No 9466986 6/21/2017 3 09 PM 549 50
Thank you for your payment
KYLE

DISTRIBUTION EASEMENT

Grantor ("Owner") CamNel Properties, LLC
Grantee Public Utility District No 1 of Snohomish County
Frontier Communications Northwest, Inc
NW
Short Legal Description Ptn SW ¼ Sec 28, 31N, 5E, W M
Tax Parcel No 31052800300600 and 31052800300300, a portion of

THIS DISTRIBUTION EASEMENT ("Easement") is made this 31 day of May
2017, by and between CamNel Properties, LLC, a Washington Limited Liability Company,
("Owner"), and Public Utility District No 1 of Snohomish County, a Washington State municipal
corporation ("District") and Frontier Communications Northwest Inc The Owner, District and Frontier
are sometimes referred to individually herein as "Party" and collectively as "Parties" The District and
Frontier are collectively referred to as "Grantee"

WHEREAS, Owner is the owner of certain lands and premises situated in the County of
Snohomish, State of Washington, legally described as follows (hereinafter "Property")

PARCEL 1:

THE SOUTH 375 FEET OF THE NORTH 1,135 FEET OF THE WEST 530 FEET OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31
NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON,
EXCEPT THOSE PORTIONS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY
DEEDS RECORDED UNDER AUDITOR'S FILE NO 191651 AND 8209220118

PARCEL 2.

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO 16-006, RECORDED UNDER
AUDITOR'S FILE NO. 201703065001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING
A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28,
TOWNSHIP 31 NORTH, RANGE 5 EAST, W M.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property

NOW, THEREFORE, the Parties agree as follows

1 Distribution Easement Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other necessary or convenient appurtenances, across, over, and upon the following portion of Owner's Property (hereinafter "Easement Area")

The West 17 feet of the North 435 feet, and the South 20 feet of the East 395 feet of the above described property, Together with a 20 foot strip having 10 feet on each side of the following described centerline Commencing at the Southwest corner of the above described Parcel 2; thence North along the West line of said Parcel 2 a distance of 62 5 feet to the point of beginning of said centerline, thence Southeasterly to a point on the South line of said Parcel 2, said point being 62 5 feet East of the Southwest corner of Parcel 2 and the terminus of said centerline description

See Exhibit "A" attached hereto for approximate pole locations, specifically pole M-SC 5/7 which is to be 40 feet west from the east property line.

2 Access To and Across Property Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1

3 Owner's Reservation of Rights and Use of Easement Area Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee

4 Clearing of Power Line Right of Way Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees

5 Trimming or Removal of Hazardous/Danger Trees Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15') Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed

6 Title to Removed Trees, Vegetation and Structures The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner

7 Restoration Provision To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights

8 Title to Property The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee

9 Binding Effect This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns

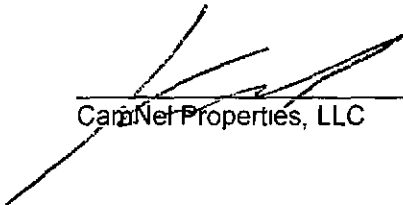
10 Governing Law and Venue This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington

11 Authority Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity

12 Grantee Acceptance By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

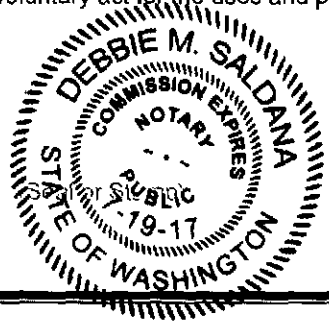
OWNER(S)


Carmel Properties, LLC

(REPRESENTATIVE ACKNOWLEDGMENT)

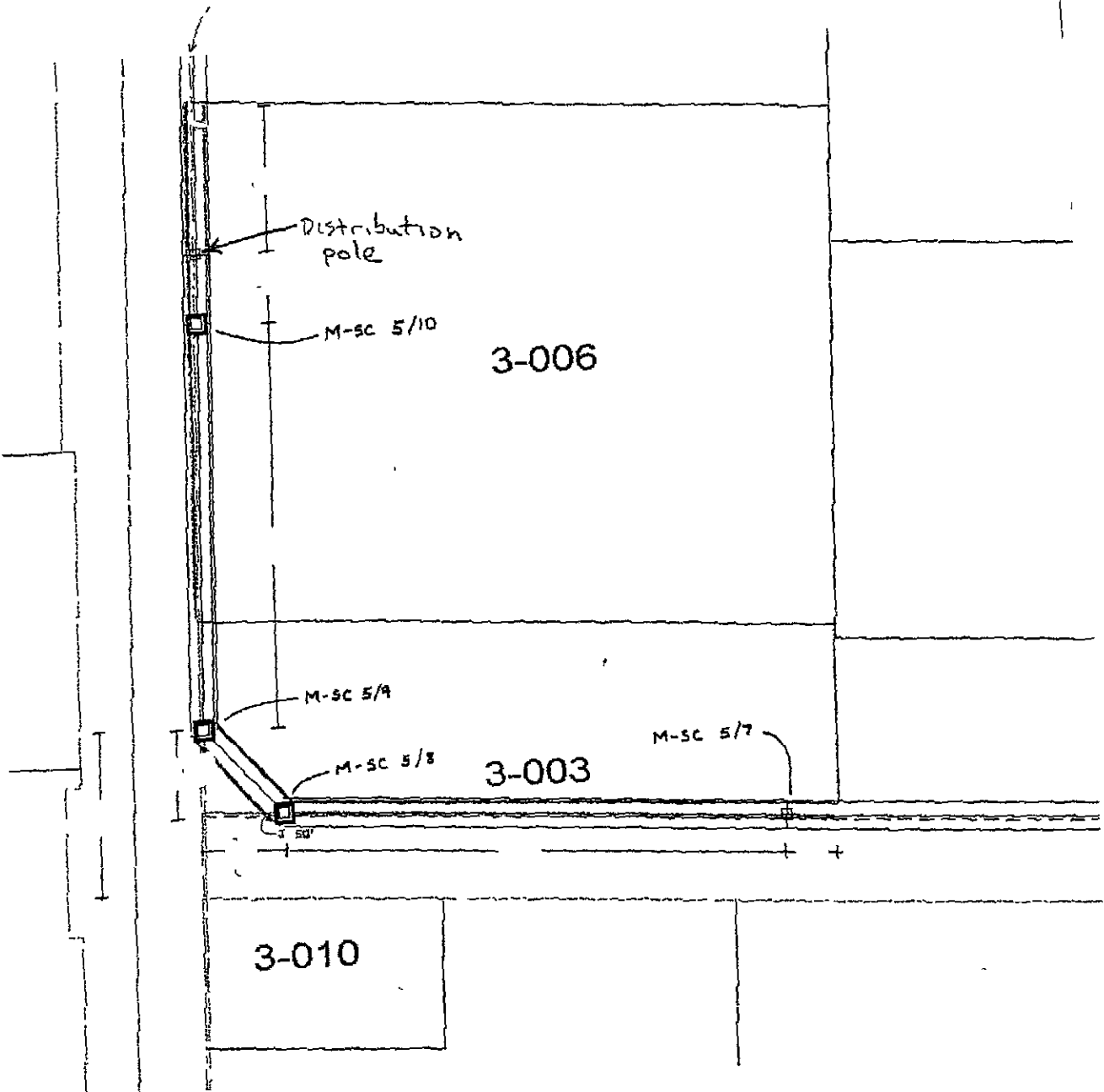
State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Kurt Campbell
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the Secretary of Carmel Properties to be
the free and voluntary act for the uses and purposes mentioned in the instrument



Dated 5-31-17
Signature of Debbie M Saldana
Notary Public
Title Notary Public
My appointment expires 7-19-17

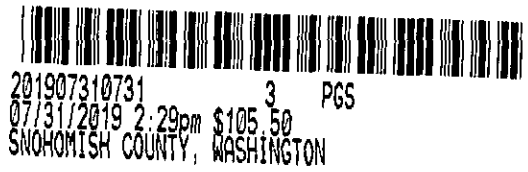
EXHIBIT "A"



3815.00 1200470

AFTER RECORDING, PLEASE RETURN TO:

Public Utility District No. 1 of Snohomish County
Real Estate Services
P.O. Box 1107
Everett, Washington 98206-1107



E- 62007
WO# 100029362

No. 10565954 7/31/2019 2:21 PM 56.11
Thank you for your payment.
ANN

DISTRIBUTION EASEMENT

Grantor ("Owner"): CamNel Properties, LLC
Grantee: Public Utility District No. 1 of Snohomish County
Frontier Communications Northwest, Inc.
Short Legal Description: Ptn. SW ¼ Sec. 28, T31N, R05E, W.M.
Tax Parcel No: 31052800300300

THIS DISTRIBUTION EASEMENT ("Easement") is made this 11 day of July 2019, by and between CamNel Properties, LLC, a Washington Limited Liability Company, ("Owner"), and Public Utility District No. 1 of Snohomish County, a Washington State municipal corporation ("District") and Frontier Communications Northwest Inc. The Owner, District and Frontier are sometimes referred to individually herein as "Party" and collectively as "Parties". The District and Frontier are collectively referred to as "Grantee".

WHEREAS, Owner is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, legally described as follows (hereinafter "Property"):

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NO. 16-006, RECORDED UNDER AUDITOR'S FILE NO. 201703065001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Situate in the County of Snohomish, State of Washington

WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under, upon and through the Property.

NOW, THEREFORE, the Parties agree as follows:

1. Distribution Easement. Owner, for good and valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, a non-exclusive easement for the perpetual right, privilege, and authority to patrol, construct, erect, reconstruct, alter, improve, extend, repair, operate, and maintain overhead and/or underground electric distribution lines and facilities, Grantee-owned communication wires and cables, and other

necessary or convenient appurtenances, across, over, under, through and upon the following portion of Owner's Property (hereinafter "Easement Area"):

The West 10 feet of the South 62.5 feet of the above described property.

2. Access To and Across Property. Grantee has the right of ingress to and egress from the Easement Area across the adjacent Property of Owner where same is reasonably necessary for the purpose of exercising its easement rights described in Section 1.

3. Owner's Reservation of Rights and Use of Easement Area. Owner reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's use of the Easement Area, and/or present a hazard to Grantee's electric distribution lines and facilities, communication wires and cables, and other appurtenances. The Owner shall not construct or permit to be constructed any structures of any kind in the Easement Area without prior approval of the Grantee.

4. Clearing of Power Line Right of Way. Grantee has the right at all times to clear said Easement Area and keep the same clear of all brush, debris and trees.

5. Trimming or Removal of Hazardous/Danger Trees. Grantee has the right at all times to cut, slash, or trim and remove brush, timber or trees from the Property which in the opinion of Grantee constitute a hazard to said lines and facilities, communication wires and cables, and other appurtenances or the Grantee's access thereto. Trees, brush or other growth shall be deemed hazardous to the lines or facilities or access of the Grantee when they are of such a height that they could, upon falling, strike the nearest edge of the Easement Area at a height of more than fifteen feet (15'). Except in emergencies, Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be trimmed or removed.

6. Title to Removed Trees, Vegetation and Structures. The title to all brush, debris, trees and structures removed from the Easement Area and the Property pursuant to Sections 4 and 5 shall be vested in the Grantee, and the consideration paid for this Easement and rights herein described is accepted by Owner as full compensation for said removed brush, debris, trees and structures. Owner shall be entitled to request fallen timber be set aside for Owner's personal use. Grantee shall make reasonable effort to set aside said fallen timber provided doing the same is safe in Grantee's sole opinion. Title to any fallen timber set aside in this manner shall revert to the Owner.

7. Restoration Provision. To the extent that Owner's Property is disturbed and/or damaged by Grantee's exercise of its rights hereunder, Grantee shall restore the condition of the Property as nearly as reasonably possible to its existing condition prior to said exercise of its rights.

8. Title to Property. The Owner represents and warrants having the lawful right and power to sell and convey this Easement to Grantee.

9. Binding Effect. This Easement and the rights and obligations under this Easement are intended to and shall run with the Property and shall benefit and bind the Parties and their respective heirs, successors and assigns.

10. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

11. Authority. Each party signing this Easement, if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

12. Grantee Acceptance. By recording this Easement, Grantee hereby accepts all provisions set forth under this agreement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written

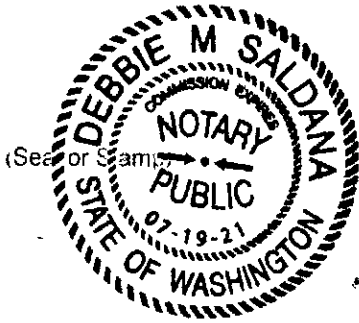
OWNER(S):

[Signature]
CarnNel Properties, LLC

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Snohomish

I certify that I know or have satisfactory evidence that Kurt W. Campbell
signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and
acknowledged it as the _____ of _____ to be
the free and voluntary act for the uses and purposes mentioned in the instrument.

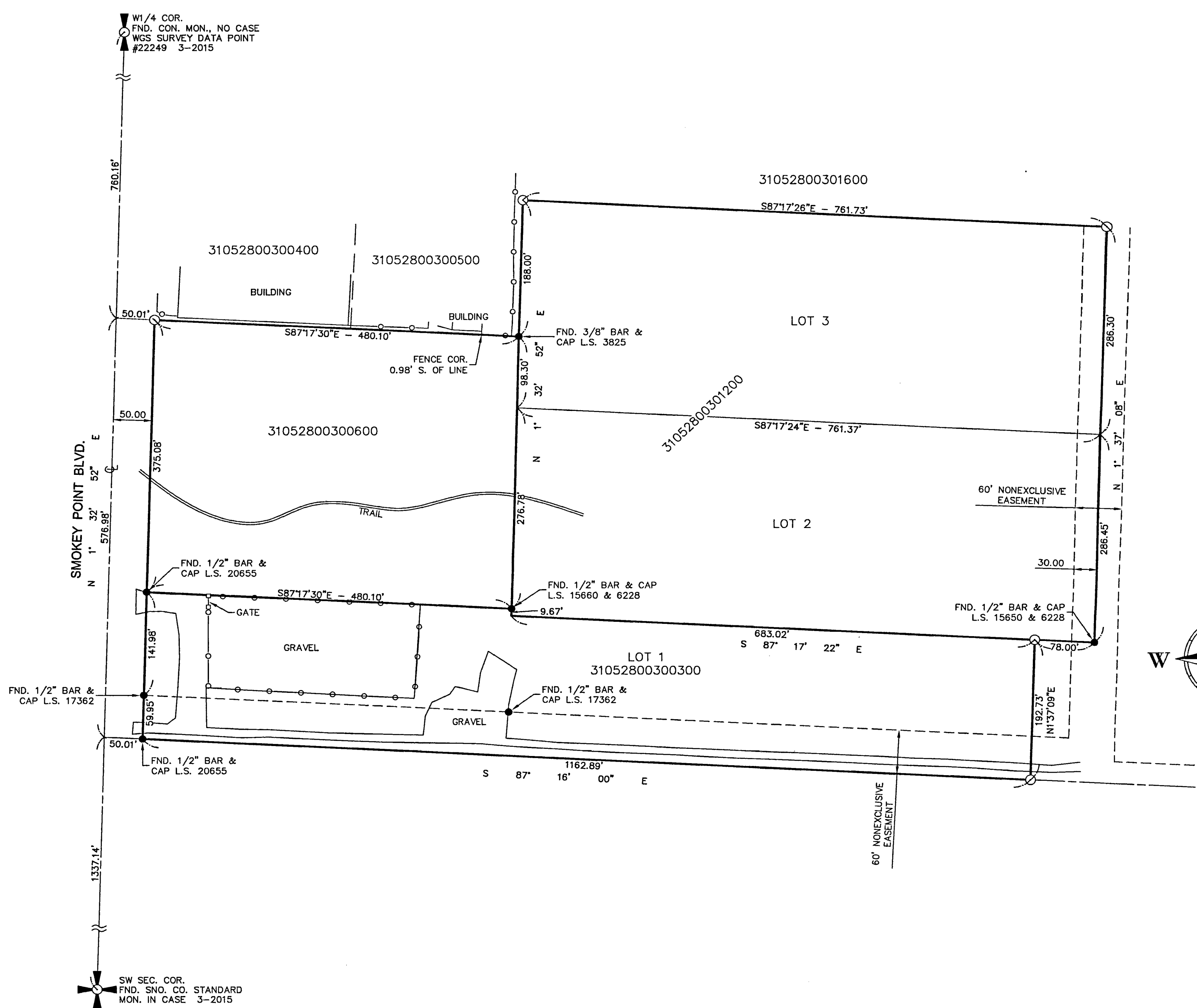


Dated: 7-17-19

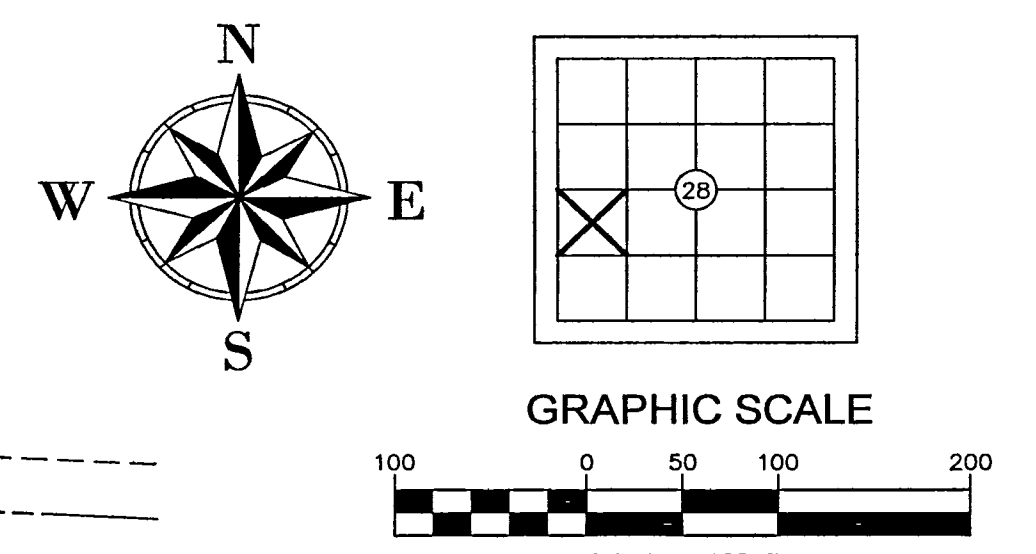
Signature of Notary Public Debbie M. Saldana
Title Notary Public

My appointment expires 7-19-21





LEGAL DESCRIPTION:
 31052900300600
 THE SOUTH 375 FEET OF THE NORTH 1135 FEET OF THE WEST 530 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON. EXCEPT THOSE PORTIONS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 191651 AND 8209220118.
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
 31052800300300
 LOT 1 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 7804170304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
 31052800301200
 LOTS 2 AND 3 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 7804170304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



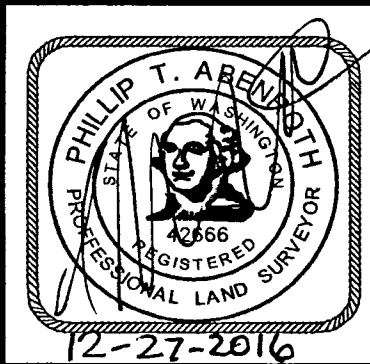
NOTE:
 BOUNDARIES ESTABLISHED PER THIS SURVEY MAY NOT CONFORM TO EXISTING LINES OF OCCUPATION AND FENCE LINES AND COULD RESULT IN POSSIBLE BOUNDARY DISPUTES.

THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
 SURVEY INSTRUMENT USED: SOKKIA SET 5
 SURVEY INSTRUMENT USED: TOPCON DS
 SURVEY PROCEDURE: CLOSED TRAVERSE
 SURVEY PRECISION: THIS SURVEY EXCEEDS FIELD TRAVERSE REQUIREMENTS OF WAC 332-130-090

LEGEND:
 ○ ~ DENOTES 1/2" X 24" REBAR & CAP L.S. 42666 SET THIS SURVEY UNLESS OTHERWISE NOTED
 —○— ~ DENOTES CHAIN LINK FENCE

AUDITOR'S FILE # 201612295012

Survey For: PORT'N NW1/4, SW1/4, SEC.28, TWP.31N, RGE.5E, W.M.
CANNEL PROPERTIES, LLC
 Survey By: (360)-435-5551 V:\21188\DWG\21188-ROS.DWG (ROS)
Cascade Surveying & Engineering, Inc.
 P.O. BOX 326, ARLINGTON, WASHINGTON, 98223 (105 EAST DIVISION STREET)



RECORDING CERTIFICATE
 FILED FOR RECORD BY:
 CASCADE SURVEYING & ENGINEERING, INC.
 THIS 29 DAY OF December, 2016 A.D., AT 7 MINUTES PAST 2 O'CLOCK P.M. AND RECORDED UNDER AUDITOR'S FILE NO. 201612295012, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
Carmen Weiss COUNTY AUDITOR M. J. DEPUTY AUDITOR

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AT THE REQUEST OF CANNEL PROPERTIES, LLC THIS 11TH DAY OF NOVEMBER, 2016.
[Signature]
 REGISTERED LAND SURVEYOR L.S. NO 42666

SCALE: 1"=100'
 DRAWN BY: LAF
 CHECKED BY: PTA
 DATE: 11/11/2016
 JOB #: 21188
 F.B. #: SN_905

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

LEGAL DESCRIPTIONS

LOT 1 BEFORE

31052800300300
LOT 1 OF SURVEY RECORDED IN VOLUME 7 OF SURVEYS, PAGE 87 RECORDED UNDER AUDITOR'S FILE NO. 780410304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING A PORTION OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS 60 FEET IN WIDTH AS DELINEATED ON SAID SURVEY;

EXCEPT THE WEST 20 FEET OF LOT 1 AS CONVEYED BY STATUTE WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 4412220330.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 2 BEFORE

31052800300100
LOT 10 OF SURVEY RECORDED IN VOLUME 7 OF SURVEYS, PAGE 87 RECORDED UNDER AUDITOR'S FILE NO. 780410304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON BEING A PORTION OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS 60 FEET IN WIDTH AS DELINEATED ON SAID SURVEY;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 1 AFTER CONVEYANCE

LOT 1, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 16-006,

RECORDED UNDER AUDITOR'S FILE NUMBER _____ SNOHOMISH COUNTY, WASHINGTON.

LOT 2 AFTER CONVEYANCE

LOT 2, CITY OF MARYSVILLE BOUNDARY LINE ADJUSTMENT NUMBER 16-006,

RECORDED UNDER AUDITOR'S FILE NUMBER _____ SNOHOMISH COUNTY, WASHINGTON.

SCHEDULE B, STEWART TITLE GUARANTY INSURANCE COMPANY

ORDER NUMBER: 948077, POLICY NUMBER: 0-9301-1634199
SPECIAL EXCEPTIONS

- SUBJECT TO TERMS AND CONDITIONS OF AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, ITS SUCCESSORS AND/OR ASSIGNS FOR ONE ANCHOR WITH THE NECESSARY WIRES AND FIXTURES THEREON AS LOCATED, RECORDED MARCH 26, 1929 RECORDING NO. 448124.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS CONTAINED IN SURVEY RECORDED APRIL 17, 1918 RECORDING NO. 780410304.
- SUBJECT TO DEVELOPMENT AGREEMENT AND TERMS AND CONDITIONS THEREOF RECORDED SEPTEMBER 2, 1982 RECORDING NO. 8209020044.
- SUBJECT TO DEVELOPMENT AGREEMENT AND TERMS AND CONDITIONS THEREOF RECORDED DECEMBER 27, 1982 RECORDING NO. 8212210181.
- SUBJECT TO TERMS AND CONDITIONS OF AN EASEMENT GRANTED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION FOR STORM SEWER AND SANITARY SEWER LINES AND/OR WATER LINES, PIPES AND APPURTENANCES, AS DESCRIBED, RECORDED MARCH 8, 2002 RECORDING NO. 200203080130

DECLARATION

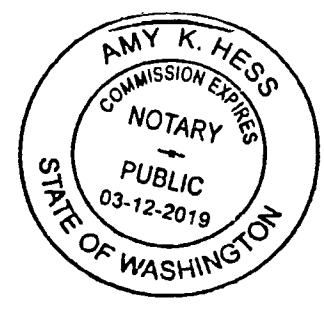
THE SIGNATURES OF OWNER, OR OWNERS, OF THE PROPERTY SUBJECT TO THE BOUNDARY LINE ADJUSTMENT, DECLARING THAT THEY ARE SOLELY RESPONSIBLE FOR SECURING AND EXECUTING ALL NECESSARY LEGAL ADVICE OR ASSISTANCE CONCERNING THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THOSE PORTIONS OF THE PROPERTIES INVOLVED IN THE BOUNDARY LINE ADJUSTMENT; AND

A DECLARATION THAT THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THE PROPERTY IN QUESTION HAVE BEEN PREPARED AND EXECUTED SO THAT, UPON THE RECORDING OF THE BOUNDARY LINE ADJUSTMENT, THE TITLE TO THE PROPERTIES WILL ACCURATELY REFLECT THE NEW CONFIGURATION RESULTING FROM THE BOUNDARY LINE ADJUSTMENT AS APPROVED BY THE CITY.

KNOW ALL PERSONS BY THEIR PRESENTS THAT WE THE UNDERSIGNED OWNERS, OR LEGAL REPRESENTATIVES, OF THE LAND HEREIN DESCRIBED, DO HEREBY MAKE A LOT LINE REVISION THEREOF AND DECLARE THIS REVISION BE THE GRAPHIC REPRESENTATION OF SAME, AND THAT SAID REVISION IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS, IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS.

DATED THIS 7th DAY OF September, 2016.

BY: [Signature] TITLE: Mayor
CITY OF MARYSVILLE, A MUNICIPAL CORPORATION



STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT

Jon Nehring IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT AS

THE Mayor OF THE CITY OF MARYSVILLE, A MUNICIPAL CORPORATION, TO BE HIS/HER FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

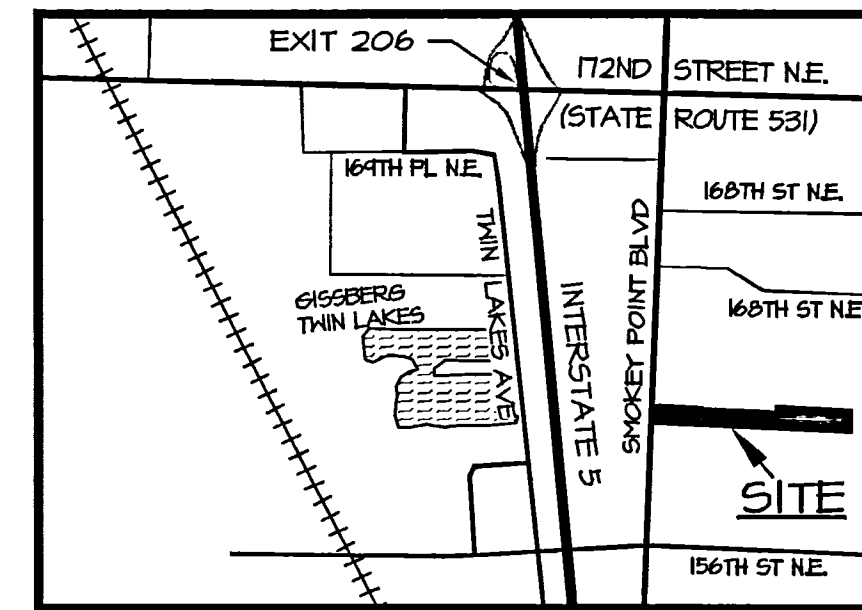
DATE: Sept 7, 2016

SIGNATURE: [Signature]

PRINT NAME: Amy Hess
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING IN 80 Columbia Ave

MY APPOINTMENT EXPIRES 03/12/2019



VICINITY MAP
SCALE: 1" = 2000'

CERTIFICATES

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 1st DAY OF September, 2016.

[Signature]
COMMUNITY DEVELOPMENT DIRECTOR

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED,

INCLUDING 2017 TAXES.

[Signature] 03.06.2017
TREASURER, SNOHOMISH COUNTY

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING SURVEYING.

[Signature]
JEROME R. ANDES, P.L.S. 17362



9/01/2016

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF MARYSVILLE, THIS 6th DAY OF March, 2016, AT 56 MINUTES PAST 9 AM., AND RECORDED IN VOLUME _____ OF SURVEYS, PAGE _____

[Signature]
AUDITOR, SNOHOMISH COUNTY

BY: [Signature]
DEPUTY COUNTY AUDITOR

CITY OF MARYSVILLE BLA NO. 16-006 REV. 03 JSM 8/26/16

| | | |
|---------------|---------------|---|
| | ANDES | 1523 TENTH ST, MARYSVILLE, WA 98270 PHONE: 360-659-6639 |
| | DRAWN BY: JSM | JOB DATA: 3105-28.02 201618 |
| | CHECKED: JRA | [MSVL1618] FB: 5-24 3105-28.02 BLA 8-26-16B.pdf |
| DATE: 6/20/16 | | |

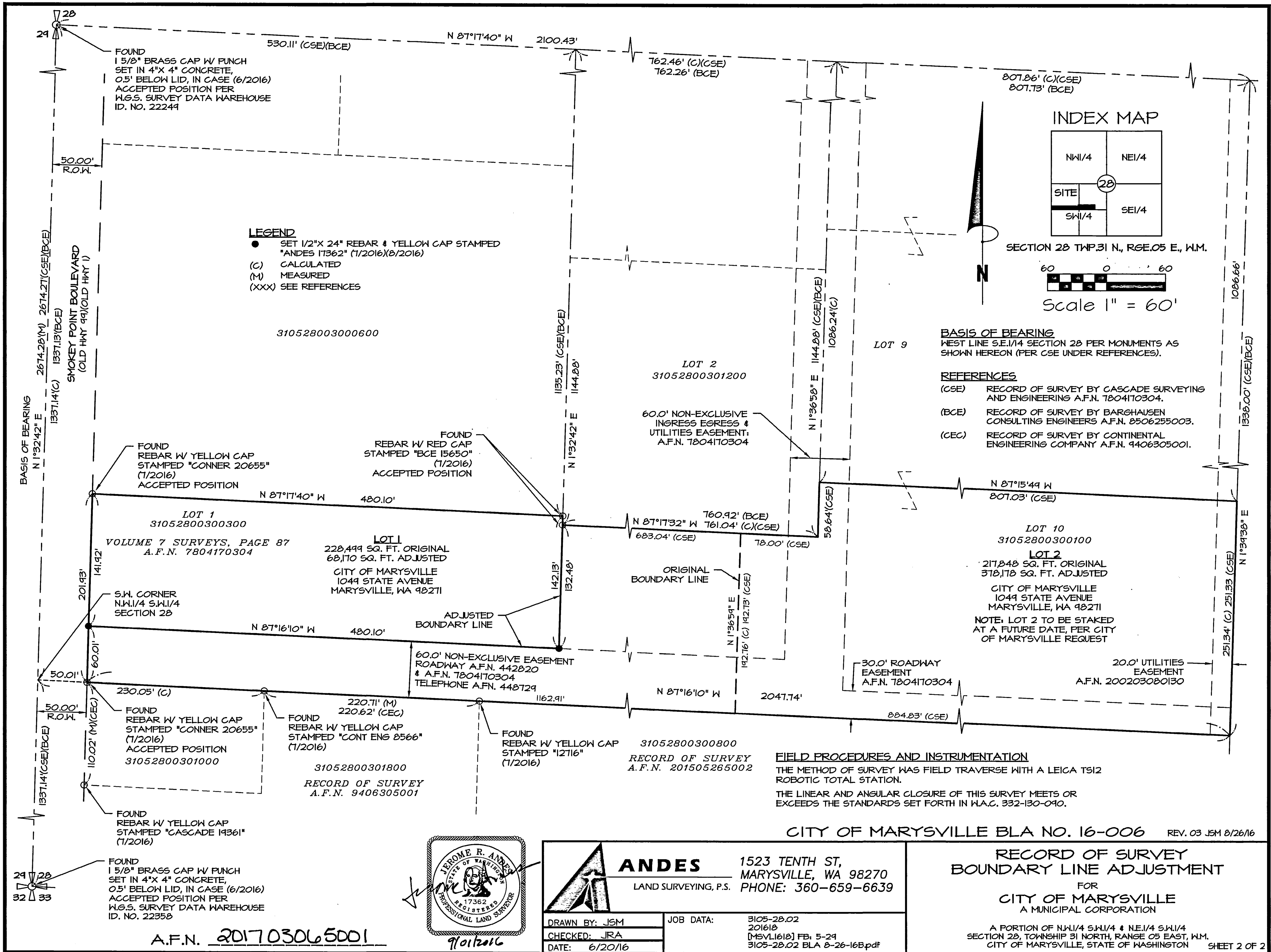
**RECORD OF SURVEY
BOUNDARY LINE ADJUSTMENT**

FOR
CITY OF MARYSVILLE
A MUNICIPAL CORPORATION

A PORTION OF NW1/4 S41/4 & NE1/4 S41/4
SECTION 28, TOWNSHIP 31 NORTH, RANGE 05 EAST, W.M.
CITY OF MARYSVILLE, STATE OF WASHINGTON

A.F.N. 201703065001

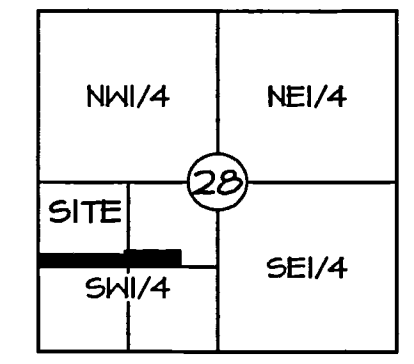
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



FOUND
1 5/8" BRASS CAP W/ PUNCH
SET IN 4"X 4" CONCRETE,
0.5' BELOW LID, IN CASE (6/2016)
ACCEPTED POSITION PER
W.G.S. SURVEY DATA WAREHOUSE
ID. NO. 22244

LEGEND
 ● SET 1/2"X 24" REBAR & YELLOW CAP STAMPED
 "ANDES 17362" (1/2016)(8/2016)
 (C) CALCULATED
 (M) MEASURED
 (XXX) SEE REFERENCES

INDEX MAP



SECTION 28 TWP.31 N., RGE.05 E., W.M.



Scale 1" = 60'

BASIS OF BEARING
WEST LINE S.E.1/4 SECTION 28 PER MONUMENTS AS SHOWN HEREON (PER CSE UNDER REFERENCES).

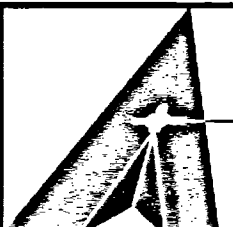
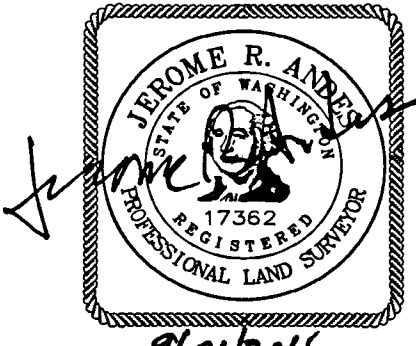
- REFERENCES**
- (CSE) RECORD OF SURVEY BY CASCADE SURVEYING AND ENGINEERING A.F.N. 7804170304.
 - (BCE) RECORD OF SURVEY BY BARGHAUSEN CONSULTING ENGINEERS A.F.N. 8506255003.
 - (CEC) RECORD OF SURVEY BY CONTINENTAL ENGINEERING COMPANY A.F.N. 9406305001.

BASIS OF BEARING
N 1°32'42" E

29
32
33

FOUND
1 5/8" BRASS CAP W/ PUNCH
SET IN 4"X 4" CONCRETE,
0.5' BELOW LID, IN CASE (6/2016)
ACCEPTED POSITION PER
W.G.S. SURVEY DATA WAREHOUSE
ID. NO. 22358

A.F.N. 201703065001



ANDES 1523 TENTH ST,
MARYSVILLE, WA 98270
LAND SURVEYING, P.S. PHONE: 360-659-6639

| | |
|---------------|-----------------------------|
| DRAWN BY: JSM | JOB DATA: 3105-28.02 |
| CHECKED: JRA | 201618 |
| DATE: 6/20/16 | [MSVL1618] FB: 5-24 |
| | 3105-28.02 BLA 8-26-16B.pdf |

**RECORD OF SURVEY
BOUNDARY LINE ADJUSTMENT**

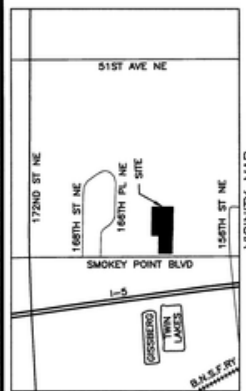
FOR
CITY OF MARYSVILLE
A MUNICIPAL CORPORATION

A PORTION OF NW1/4 SW1/4 & NE1/4 SW1/4
SECTION 28, TOWNSHIP 31 NORTH, RANGE 05 EAST, W.M.
CITY OF MARYSVILLE, STATE OF WASHINGTON

REV. 03 JSM 8/26/16

SHEET 2 OF 2

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



DECLARATION
 I AM THE OWNER, OR OWNERS, OF THE PROPERTY SUBJECT TO THE ADJUSTMENT, AND ACKNOWLEDGE THE NECESSITY OF THE RECORDING OF THIS INSTRUMENT, AND EXECUTE THE NECESSARY LEGAL OR ASSISTANCE CONCERNING THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THOSE PORTIONS OF THE PROPERTIES INVOLVED IN BOUNDARY LINE ADJUSTMENT; AND THAT THE LEGAL DOCUMENTS NECESSARY TO TRANSFER TITLE TO THE PROPERTY IN QUESTION HAVE BEEN PREPARED AND EXECUTED SO THAT, UPON THE RECORDING OF THE BOUNDARY LINE ADJUSTMENT, THE TITLE TO THE PROPERTIES WILL ACCURATELY REFLECT THE ADJUSTMENT, THE RESULTING FROM THE BOUNDARY LINE ADJUSTMENT AS APPROVED BY THE CITY.

DAVID BLEWETT, MANAGING MEMBER, VP/MS, LLC, AN OREGON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT
 STATE OF IDAHO)
) SS.
 I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID BLEWETT IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AND ACKNOWLEDGE IT AS THE MANAGING MEMBER OF VP/MS, LLC, AN OREGON LIMITED LIABILITY COMPANY, AND THAT HE WAS FULLY COMPETENT TO SIGN THIS INSTRUMENT, FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT, DATED: 2-7-23

NOTARY PUBLIC AND FOR THE STATE OF IDAHO
 Josie Baxter
 (NOTARY TUBE TO BE PRINTED)
 RESIDING AT: Boise, Id
 MY APPOINTMENT EXPIRES: 11-18-24

COUNTY TREASURER CERTIFICATE
 I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2023 TAXES.
 (TAX PARCELS 310528003006000, AND 31052800301200)

Trisha Sullivan
 TREASURER, SNOHOMISH COUNTY
 CITY OF MARYSVILLE COMMUNITY DEVELOPMENT APPROVAL
 EXAMINED FOR THE CITY OF MARYSVILLE AND APPROVED THIS 11th DAY OF FEBRUARY 2023.
 COMMUNITY DEVELOPMENT DIRECTOR
 TAX PARCELS
 PORTIONS OF 310528003006000 AND 31052800301200

A.F.N. 202302145001
 REV. 03 10/07/18 1-12-23

RECORD OF SURVEY
 CITY OF MARYSVILLE
 BOUNDARY LINE ADJUSTMENT #22005
 FOR
 VP/MS, LLC
 A PTN OF THE NW 1/4 OF THE SW 1/4 OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M., CITY OF MARYSVILLE, STATE OF WASHINGTON
 SHEET 1 OF 2

CITY OF MARYSVILLE
BOUNDARY LINE ADJUSTMENT BLA22005

LEGAL DESCRIPTION
AFTER BOUNDARY LINE ADJUSTMENT

LOT 1, AFTER BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800300600
 THE SOUTH 375 FEET OF THE NORTH 1135 FEET OF THE WEST 530 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
 EXCEPT THOSE PORTIONS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 191651 AND 8209220118;
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

TOGETHER WITH THAT PORTION OF LOTS 2 AND 3 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 7804170304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 87° 17' 22" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 457.89 FEET; THENCE SOUTH 7° 16' WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 19 FEET; THENCE SOUTH 87° 17' 20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 444.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 1° 32' 54" EAST, ALONG THE WEST LINE OF SAID LOT 2 AND LOT 3, A DISTANCE OF 572.75 FEET TO THE POINT OF BEGINNING.

BEFORE BOUNDARY LINE ADJUSTMENT

LOT 1, BEFORE BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800300600
 THE SOUTH 375 FEET OF THE NORTH 1135 FEET OF THE WEST 530 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
 EXCEPT THOSE PORTIONS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 191651 AND 8209220118;
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 2, BEFORE BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800301200
 LOTS 2 AND 3 OF SURVEY RECORDED UNDER RECORDING NO. 7804170304 RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 87° 17' 22" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 457.89 FEET; THENCE SOUTH 7° 16' WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 19 FEET; THENCE SOUTH 87° 17' 20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 444.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 1° 32' 54" EAST, ALONG THE WEST LINE OF SAID LOT 2 AND LOT 3, A DISTANCE OF 572.75 FEET TO THE TRUE POINT OF BEGINNING.

AFTER BOUNDARY LINE ADJUSTMENT

LOT 2, AFTER BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800301200
 THAT PORTION OF LOTS 2 AND 3 OF SURVEY RECORDED UNDER AUDITOR'S FILE NO. 7804170304, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 87° 17' 22" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 457.89 FEET; THENCE SOUTH 7° 16' WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 19 FEET; THENCE SOUTH 87° 17' 20" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 444.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 1° 32' 54" EAST, ALONG THE WEST LINE OF SAID LOT 2 AND LOT 3, A DISTANCE OF 572.75 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
BEFORE BOUNDARY LINE ADJUSTMENT

FOR APN/PARCEL ID(S): 310528-003-006-00, AND 310528-003-012-00
BEFORE BOUNDARY LINE ADJUSTMENT
 LOT 1, BEFORE BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800300600
 THE SOUTH 375 FEET OF THE NORTH 1135 FEET OF THE WEST 530 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON;
 EXCEPT THOSE PORTIONS CONVEYED TO SNOHOMISH COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 191651 AND 8209220118;
 SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

LOT 2, BEFORE BOUNDARY LINE ADJUSTMENT:
 T.P.N.: 31052800301200
 LOTS 2 AND 3 OF SURVEY RECORDED UNDER RECORDING NO. 7804170304 RECORDS OF SNOHOMISH COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 87° 17' 40" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 530.11 FEET; THENCE SOUTH 1° 32' 29" WEST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 572.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 87° 17' 36" EAST A DISTANCE OF 761.72 FEET; THENCE NORTH 1° 36' 58" WEST A DISTANCE OF 572.75 FEET; THENCE NORTH 1° 32' 29" WEST A DISTANCE OF 760.97 FEET; THENCE NORTH 1° 32' 29" EAST PARALLEL TO THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 572.75 FEET TO THE TRUE POINT OF BEGINNING.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS BASED UPON ACTUAL SURVEY AND SUBDIVISION OF SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, AND THAT THE MONUMENTS SHOWN ARE SHOWN THEREON CORRECTLY THAT THE MONUMENTS SHALL BE SET AND LOT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING SURVEYING.

Thomas E. Barry
 THOMAS E. BARRY
 DATE: 2-7-23

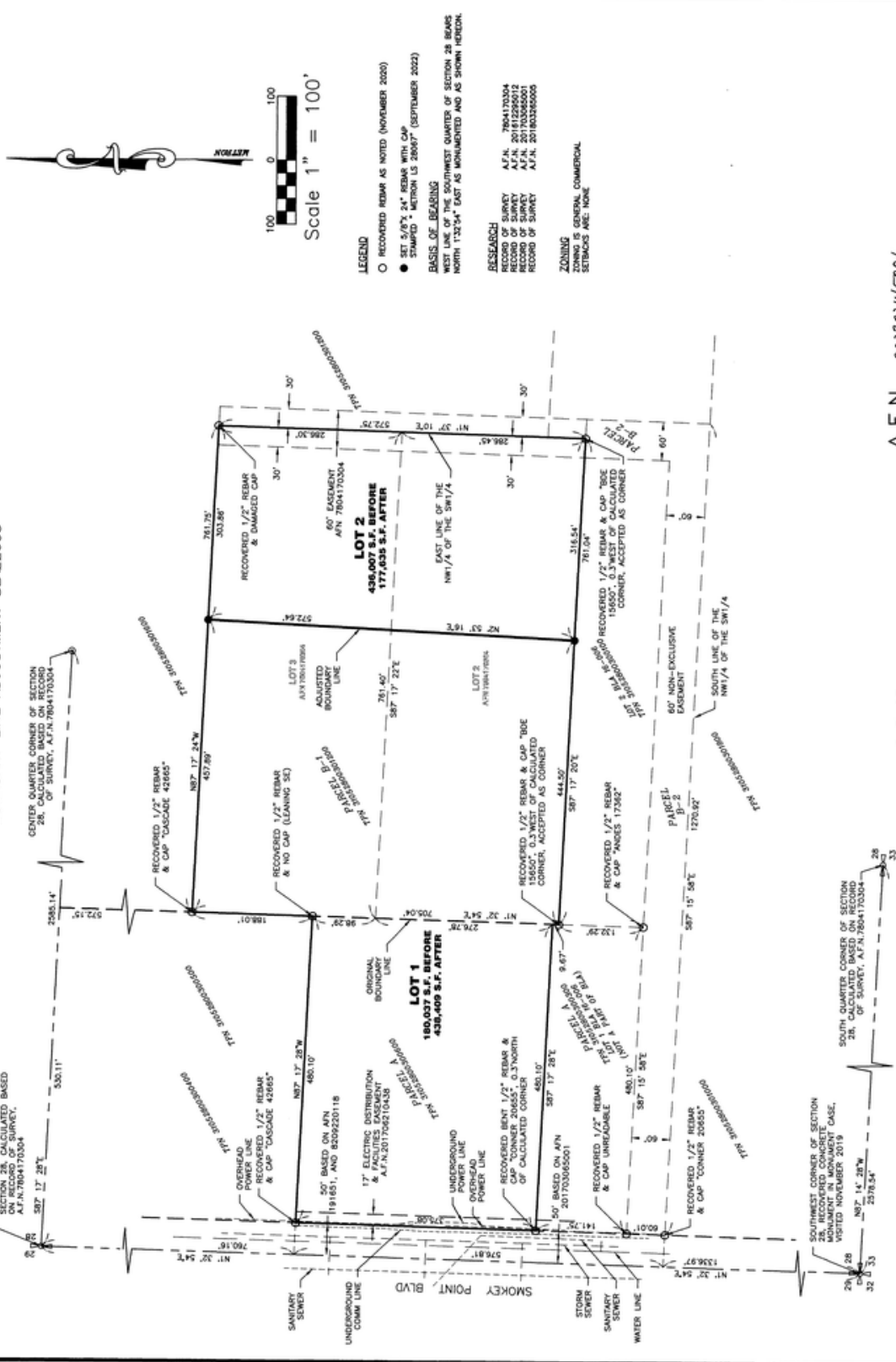


202303140001
 BOUNDARY LINE ADJUSTMENT MAP REC
 2/14/2023 1:00 PM 2 PGS
 SNOHOMISH COUNTY WA

AUDITOR'S CERTIFICATE
 FILED FOR RECORD AT THE REQUEST OF THOMAS E. BARRY,
 THIS 14th DAY OF February, 2023, AT 9:46
 MINUTES PAST 1:00 P.M., AND RECORDED IN VOL. _____
 RECORDS OF SNOHOMISH COUNTY, WASHINGTON. A.F.N. 202302145001
 Cathi Hill
 Auditor, Snohomish County
 BY: Diana M. X
 DEPUTY COUNTY AUDITOR

METRON
 and ASSOCIATES INC.
 LAND SURVEYS, MAPS, AND LAND USE PLANNING
 10000 W. MARYSVILLE BLVD. SUITE 100
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777 FAX (360) 435-4822
 Copyright reserved 2023 © Metron and Associates, Inc.
 DATE: JULY 2022 BY: W.S.W. SCALE: 1" = 100'
 PROJECT NO. 22001 F.B. 5-31-43

CITY OF MARYSVILLE
 BOUNDARY LINE ADJUSTMENT BLA22005



LEGEND
 ○ RECOVERED REBAR AS NOTED (NOVEMBER 2020)
 ● SET 5.075\"/>

RESEARCH
 RECORD OF SURVEY A.F.N. 7804170304
 RECORD OF SURVEY A.F.N. 20181299012
 RECORD OF SURVEY A.F.N. 20180326005
 RECORD OF SURVEY A.F.N. 20180326005

ZONING
 ZONING IS GENERAL COMMERCIAL
 SETBACKS ARE NONE

REC. 09 NOV 9-21-22
RECORD OF SURVEY
 CITY OF MARYSVILLE
 BOUNDARY LINE ADJUSTMENT #22005
 FOR
 VP/MS, LLC
 A PTN. OF THE NW 1/4 OF THE SW 1/4 OF
 SECTION 28, TOWNSHIP 31 NORTH, RANGE 5 EAST W.M.,
 CITY OF MARYSVILLE, STATE OF WASHINGTON
 SHEET 2 OF 2

A.F.N. 202302145001
METRON
 and ASSOCIATES INC.
 LAND SURVEYS, MAPS, AND LAND USE PLANNING
 307 N. OLYMPIC, SUITE 205
 ARLINGTON, WASHINGTON 98223
 (360) 435-3777 FAX (360) 435-4822
 Copyright reserved 2022 © Metron and Associates, Inc.
 DATE: JULY 2022 BY: V.S.W. SCALE: 1" = 100'
 PROJECT NO. 22005 F.B. 5-31-43



FIELD PROCEDURES AND INSTRUMENTATION
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARD PRACTICES FOR LAND BOUNDARY SURVEYS. THIS LAND BOUNDARY SURVEY WAS CONDUCTED USING THE FOLLOWING INSTRUMENTS AND PROCEDURES:
 - TOTAL STATION (TS) WITH REFLECTORLESS MODE
 - REAL TIME KINEMATIC (RTK) GPS SYSTEM
 - 300' MAGNETIC COMPASS
 - 100' MEASURING TAPE
 - 10' ALUMINUM ALLOY LEVELING RODS
 - 1/2\"/>