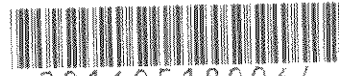


Return Address:

PERKINS COIE LLP
1120 NW Couch Street, 10th Floor
Portland, Oregon 97209
Attention: Brendan Crowley



201605180064

Skagit County Auditor \$152.00
5/18/2016 Page 1 of 7 1:30PM

CHICAGO TITLE

020027582-M

ACCOMMODATION RECORDING

Document Title(s) (or transactions contained therein):
First Amendment to Declarations Of Reciprocal Easements and Covenants
Reference Number(s) of Document assigned or released:
N/A
Grantor/Declarant(s) (Last name first, then first name and initial(s)):
100-310 East College Way Holdings, LLC, a Maryland limited liability company
Grantee(s) (Last name first, then first name and initial(s)):
100-310 East College Way Holdings, LLC, a Maryland limited liability company
Legal Description:
West Parcel: Lots 4, 5 & 6, City of Mount Vernon Binding Site Plan No. MV-1-93, Skagit Valley Square, recorded 9/30/1993, Book 10 Short Plats, pages 240-246, No. 9309300143; ptn of NE ¼ of SE ¼ S 18, T 34 N, R 4 E, W.M., Skagit County, WA, Skagit County, WA
East Parcel: Lots 1, 2, 7 and E 175' Lot 4 City of Mount Vernon Binding Site Plan No. MV-1-93 "Skagit Valley Square", recorded 9/30/1993, Book 10 Short Plats, Pages 240-246, No. 9309300143; ptn of NE ¼ of SE ¼ S 18, T 34 N, R 4 E, W.M., Skagit County, WA
<input checked="" type="checkbox"/> Full legals are on Exhibit B and Exhibit C
Assessor's Property Tax Parcel/Account Number(s):
P262284, P104614, P104935, P104612, P104625, P104610, P26287

**FIRST AMENDMENT TO DECLARATIONS OF RECIPROCAL
EASEMENTS AND COVENANTS**

This First Amendment to Declarations of Reciprocal Easements and Covenants (this "**Amendment**") is made and entered into as of the 18th day of May, 2016 (the "**Effective Date**") by 100-310 EAST COLLEGE WAY HOLDINGS, LLC, a Maryland limited liability company ("**Declarant**").

RECITALS

A. Declarant entered into that certain Declarations of Reciprocal Easements and Covenants dated April 10, 2013, and recorded with the Skagit County Auditor on August 8, 2013 as Document No. 201308090081 (the "**Declaration**"), concerning certain real property located in the City of Mt. Vernon, Skagit County, Washington described above. Capitalized terms used herein and but not otherwise defined shall have the meanings set forth in the Declaration.

B. Declarant has entered into a certain lease with Tractor Supply Company, a Delaware corporation ("**Tractor Supply**"), dated May 18, 2016 (as amended from time to time, the "**Tractor Supply Lease**"), pursuant to which Tractor Supply leases approximately 48,360 leasable square feet (as more particularly described in the Tractor Supply Lease, the "**Tractor Supply Premises**") in the Shopping Center.

C. Tractor Supply desires to use a portion of the No-Build Zone for certain uses, as more particularly described herein.

D. Declarant desires to amend certain provisions of the Declaration concerning the No-Build Zone to permit Tractor Supply to use certain portions of the No-Build Zone, subject to the terms and conditions of this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as follows:

1. Amendment of No-Build Zone Restrictions. The terms and conditions of Section 3 of the Declaration shall not apply to the "Permanent Trailer and Equipment Display Area", the "Permanent Sidewalk Display Area" and the "Propane Dispensing Station" (collectively, the "**Tractor Supply Use Zones**"), as shown on Exhibit A attached hereto and incorporated herein by reference.

2. Permitted Uses within the Tractor Supply Use Zones. Tractor Supply may use the Tractor Supply Use Zones for: (1) a propane dispensing operation; (2) a retail display area; and (3) construction of other improvements and uses typical of Tractor Supply retail facilities. Further, in connection with any construction, maintenance, repair, or replacement of any surface or subsurface facilities by any Owner or any party holding an easement right over, under or across the Tractor Supply Use Zones, or as required to comply with applicable laws, Owner(s) may permit Tractor Supply to temporarily relocate the Tractor Supply Use Zones to another part of the No-Build Zone, such area to be chosen in the Owner(s) sole and absolute discretion.

3. Limited Duration of Amendment. The terms and conditions of this Amendment shall be effective only during the term of the Tractor Supply Lease, and during any period of time prior to the commencement of such term during which Tractor Supply occupies all or a portion of the Tractor Supply Premises. Upon the expiration of the term of the Tractor Supply Lease or such earlier date as Tractor Supply has completely vacated the Tractor Supply Premises, the terms and conditions of this Amendment shall be null, void and of no further force or effect.

4. Miscellaneous.

a. Declaration in Full Force and Effect. Except as provided above, the Declaration is unmodified hereby and remains in full force and effect.

b. No Third Party Beneficiaries. This Amendment shall create no rights, responsibilities or obligations in, to or from any parties other than the Owner(s) of the Parcels.

[Signature and Acknowledgement to Follow]

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first set forth above.

100-310 EAST COLLEGE WAY HOLDINGS, LLC,
a Maryland limited liability company

By: U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor to Wells Fargo Bank, N.A., as Trustee for the registered holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-through Certificates, Series 2006-C25 (the "Trust")

By: CWCapital Asset Management LLC, a Delaware limited liability company, solely in its capacity as Special Servicer to the Trust

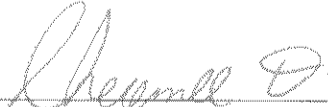
By: 
Name: _____
Title: Frank Rinaldi
Vice President

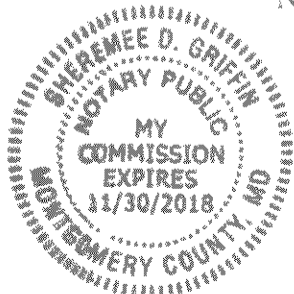
State of Maryland)

County of Montgomery)

On May 16 2016 before me, Sheremee D. Griffin, a Notary Public, personally appeared Frank Rinaldi Vice President who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


NOTARY PUBLIC



UNOFFICIAL DOCUMENT

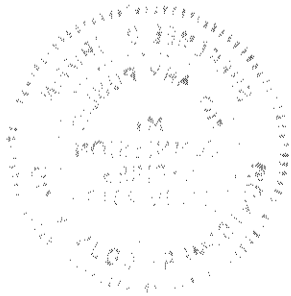


EXHIBIT B

LEGAL DESCRIPTION OF THE WEST PARCEL

Lots 4, 5, and 6, City of Mount Vernon Binding Site Plan No. MV-1-93, entitled Skagit Valley Square, approved September 29, 1993, recorded September 30, 1993 in Book 10 of Short Plats, pages 240-246, inclusive, under Auditor's File No. 9309300143 and being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M.;

EXCEPT that portion of the East 175 feet of said Lot 4 lying north of the South 50 feet, and south of the North 40 feet, thereof;

AND ALSO EXCEPT from all of the above those portions conveyed to the City of Mount Vernon, a municipal corporation, by deed recorded as Auditor's File No. 200804150168.

All being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington.

EXHIBIT C

LEGAL DESCRIPTION OF THE EAST PARCEL

Lots 1, 2, 7, and the East 175 feet of Lot 4 "City of Mount Vernon Binding Site Plan No. MV-1-93 entitled "Skagit Valley Square" approved September 29, 1993 and recorded September 30, 1993 in Book 10 of Short Plats, Pages 240-246, inclusive as Auditor's File No. 9309300143;

EXCEPT from said East 175 feet of Lot 4 the South 50 feet thereof and the North 40 feet thereof;

AND ALSO EXCEPT from all of the above those portions conveyed to the City of Mount Vernon, a municipal corporation, by deed recorded as Auditor's File No. 200804150168;

All being a portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington.