

Document Title: Common Area Maintenance Agreement

Reference Number : n/a

Grantor(s):

additional grantor names on page ____.

1. RE Mount Vernon, LLC

2.

Grantee(s):

additional grantee names on page ____.

1. B33 Skagit Valley LLC

2.

Abbreviated legal description:

full legal on page(s) ____.

Lots 1, 2, 4, 5, 6, 7, Mount Vernon BSP,
Book 10 Pgs. 240-246 and Rec. 9309300143
Ptn of NE1/4,SE1/4 SEC 18, T34N, R4E WM

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

P26296, P26284, P104614, P104935, P104612, P104625, P104610, P26287

COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT (this "Agreement") is made as of March 14, 2022 (the "Effective Date") by and between RE MOUNT VERNON, LLC, a Washington limited liability company ("REMV") and B33 SKAGIT VALLEY LLC, a Delaware limited liability company ("B33" or "Declarant" as the context so requires) (each a "Party" and together the "Parties").

RECITALS

A. REMV and B33 are parties to a certain Purchase and Sale Agreement dated January 18, 2022 (as amended and assigned, the "Purchase Agreement"), whereby B33 agreed to sell that certain real property as set forth therein and legally described on Exhibit A attached hereto and incorporated herein (the "REMV Parcel") to REMV. Following the closing of the transaction contemplated by the Purchase Agreement (the "Closing"), REMV will be the owner of REMV Parcel.

B. As of the Effective Date, B33 owns the REMV Parcel and that certain adjacent real property, as more particularly described on Exhibit B attached hereto (the "B33 Property"). The REMV Parcel and the B33 Property make up a portion of the Skagit Valley Square Shopping Center, as legally described on Exhibit C attached hereto (the "Shopping Center").

C. The Shopping Center is subject to that certain Construction, Operation, and Reciprocal Easement Agreement, dated July 31, 1972, and recorded under Auditor's File No. 776418, and an Addendum to said Agreement, recorded September 10, 1973, at Auditor's File No. 771147 (the "REA"), under which B33 is the current declarant (the "Declarant").

D. Pursuant to the REA, Declarant provides maintenance for certain Common Areas (as defined in the REA and duplicated herein) on and around the Shopping Center. The term "Common Areas" as used in this Agreement includes parking areas, walkways, driveways, delivery areas, landscaped areas, public restrooms, and other areas, facilities and improvements in the portions of the Shopping Center not leased to tenants and for the convenience and use of the Shopping Center tenants, their employees, customers and invitees.

E. Pursuant to the Purchase Agreement, REMV hereby acknowledges that it intends exercise its right to self perform the maintenance of the REMV Parcel Common Areas (as defined hereafter) at its sole cost and expense commencing as of the date of the Closing as permitted under the REA (the "Opt-out Right") and that such Opt-Out Right is expressly conditioned upon the terms of this Agreement, which terms include certain maintenance and payment obligations of the Parties with respect to the Common Areas that the Parties desire to record and memorialize.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual

covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. CAM Duties; CAM Obligations. Pursuant to Section 5.4(d) of the Purchase Agreement, the Parties agree, as of the date of Closing, that Declarant shall have no further duty to maintain the Common Areas located within the REMV Parcel (the “**REMV Parcel Common Areas**”) and that REMV shall be deemed to have assumed full responsibility for the maintenance of the REMV Parcel Common Areas as permitted by the terms of the REA. Notwithstanding the foregoing and from and after the date of Closing, the owner of the REMV Parcel shall remain obligated to pay to Declarant an amount equal to zero point nine two percent (0.92%) of the total Common Area maintenance costs of the Shopping Center (the “**CAM Obligation**”), which amount shall be calculated by, collected by, and paid to Declarant in accordance with the payment terms described in the REA, and REMV agrees to comply with all other terms and conditions described in the REA related to the use and maintenance of Common Areas. The Parties further agree, except as set forth herein, all provisions of the REA remain unchanged.

2. Grant of Easement Rights. REMV hereby grants to Declarant, and its agents or employees, the right, license, permission, and consent to have free and unrestricted access upon and across the REMV Parcel to perform any work Declarant shall have the right or obligation to perform pursuant to this Agreement and the REA, which Declarant shall perform in such a manner as to reasonably minimize any interference with any tenant operations on the REMV Parcel.

3. Covenants Running with Land; Enforcement.

a. Run with the Land. The agreements, restrictions, reservations and all other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon the REMV Parcel, the B33 Property, the Shopping Center, and all subsequent grantees of same.

b. Default; Remedies. If any Party hereto defaults in the performance of any obligation imposed on it by this Agreement and does not cure such default within thirty (30) days after written notice from the other Party hereto specifying the default (or if the default is not susceptible of cure within thirty (30) days, does not commence and diligently proceed to cure such default during such 30-day period and thereafter diligently cure the non-performance in a commercially reasonable time), then such non-defaulting party may pursue any and all rights and remedies available to it, at law or in equity, based on such default including, without limitation, any such rights or remedies described in the REA.

c. No Waiver. No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Agreement shall impair any of such rights or remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

4. Assignment. B33, itself or as Declarant, may assign any one or more of its rights, duties, or obligations hereunder or under the REA to any successor in interest in title to any portion of its property in the Shopping Center, or to an owner’s association formed pursuant to the terms and provisions of the REA.

5. Notices. All notices required or desired to be given hereunder shall be in writing and shall be given and deemed effective when any notice required or permitted to be given hereunder shall be in writing and shall be given by the Party or its counsel and deemed received (i) when hand-delivered; (ii) one business day after pick-up for overnight delivery by an overnight courier; or (iii) two (2) business days

after pick-up by Express Mail (U.S. Postal Service); in each case, addressed to the Party to be notified at the address as follows:

If to B33: B33 Skagit Valley Center LLC
601 Union Street, Suite 1115
Seattle, WA 98101
Email: prop.skagit@bridge33capital.com
and genni@bridge33capital.com

With a copy to: Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Mike Fisher
Email: mfisher@polsinelli.com

If to REMV: RE Mount Vernon, LLC
Attn: Ajay Keshap or Shiela Para
PO Box 4724
Panorama City, CA 91412
Email: ajay.kumar@e2solutions.com,
avni.keshap@e2solutions.net, and shiela.paras@e2solutions.net

With a copy to: Dubs Herschlip
627-5th St., Suite 203
Mukilteo, WA 98275
Email: dubs@mukilteolawfirm.com

If to Skagit Valley Square LLC: Skagit Valley Square LLC
1717 Woodstead Court, Suite 298
The Woodlands, Texas 77380

With a copy to: Hunton Andrews Kurth LLP
1445 Ross Avenue, Suite 3700
Dallas, Texas 75202
Attn: Katy B. Abel, Esq.

or such other place as such parties may from time to time designate in writing to the others.

6. Miscellaneous.

a. Section Headings. The Section headings of this Agreement are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

b. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

c. Relationship of Parties. The Parties are independent contracting parties and nothing in this Agreement is intended to make either Party a joint venturer or partner of the other

Party. Without limiting the generality of the foregoing, no Party shall be liable for the obligations of the other Party except as expressly set forth herein.

d. Entire Agreement; Prior Agreement. Each Party acknowledges that this Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matters hereof and that no oral or other agreements, understandings, representations, or warranties, other than those set forth in this Agreement, exist with respect to the subject matters hereof.

e. Interpretation. This Agreement has been negotiated by the Parties and shall not be construed against the Party drafting this Agreement.

f. Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions or any part thereof, and this Agreement shall be construed as if such invalid portion was not included herein.

g. Attorneys' Fees. If either Party hereto employs an attorney to enforce the terms of this Agreement or file an action to enforce any terms, conditions or rights under the Agreement, or to defend against any such action, the prevailing party in such action shall be entitled to recover from the other all reasonable attorney's fees, costs and expenses. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

h. Waiver of Jury Trial. The Parties waive trial by jury in any action, proceeding, or counterclaim brought by either Party against the other Party on any matter arising out of or in any way related to this Agreement.

i. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that a pdf or electronic signature on this Amendment shall be deemed to be an original document for all purposes.

j. Recording. Either Party hereto may record this instrument with the Register of Deeds of Skagit County, Washington.

k. Amendments. This Agreement may be amended only by written instrument executed by B33 and REMV, or their respective successors-in-interest.

l. Assignment of Declarant Rights.

i. In connection with the pending sale of the B33 Property, B33 intends to enter into a certain Assignment and Assumption of Declarant Rights agreement with Skagit Valley Square LLC, a Texas limited liability ("SVS"), whereby B33 will assign to SVS each and every one of the rights, benefits and privileges as Declarant under the REA (the "Assignment"). By execution hereof, SVS hereby acknowledges this Agreement and agrees to its application in accordance with the provisions of the REA.

ii. REMV agrees that, in connection with the recording of the Assignment, such Assignment does not limit, reduce or otherwise alter any of REMV's obligations under this Agreement.

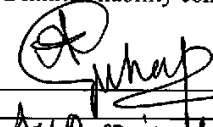
m. Termination. In the event the Closing does not occur prior to July 1, 2022, then this Agreement shall be automatically null and void. Verification of the Closing shall be obtained by virtue of a recorded deed in Skagit County.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

RE MV:

RE MOUNT VERNON, LLC,
a Washington limited liability company

By: 
Name: AJAY KESWAP
Title: Authorized Rep & Manager

STATE OF _____)
) SS:
COUNTY OF _____)

On this day of _____, 2022, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that such person is the _____ of RE MOUNT VERNON, LLC, a Washington limited liability company, and that this instrument was signed on behalf of said entity with due authority, and acknowledged that such person executed the same as such person's free act and deed in such person's aforementioned capacity on behalf of the entity.

**See Attachment* (Notary)*
Notary Public

[SEAL]

My Appointment Expires:

Typed or Printed Name of Notary Public

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

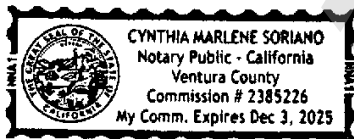
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Ventura
On March 11th 2022 before me, Cynthia Marlene Soriano
Date Here Insert Name and Title of the Officer
personally appeared Ajay Kumar Keshap
Name(s) of Signer(s)

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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: Common Area Maintenance Agreement
 Document Date: March 11th 2022 Number of Pages: 1
 Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>Ajay Kumar Keshap</u>	Signer's Name: _____
<input type="checkbox"/> Corporate Officer Title(s): _____	<input type="checkbox"/> Corporate Officer - Title(s): _____
<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner - <input type="checkbox"/> Limited <input type="checkbox"/> General
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: <u>Self</u>	Signer is Representing: _____

FOR ACKNOWLEDGEMENT AND CONSENT PURPOSES ONLY:

SKAGIT VALLEY SQUARE LLC,
a Texas limited liability company

By: [Signature]
Name: Benjamin J. Cheng
Title: Manager

STATE OF Texas)
Montgomery)
COUNTY OF Montgomery) ss

On this 11 day of March, 2022, before me FRANK SCHIERMEIER, a Notary Public in and for said state, personally appeared Benjamin J. Cheng, Manager of SKAGIT VALLEY SQUARE LLC, a Texas limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

[Signature]
FRANK SCHIERMEIER
Printed Name:
Notary Public

My Commission Expires: 8.18.2023

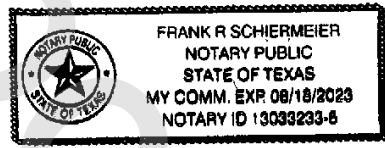


EXHIBIT A

Legal Description of the RE Mount Vernon Parcel

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT, AND IS DESCRIBED AS FOLLOWS:

LOT 6 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. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200804150168.

EXHIBIT B**Legal Description of the B33 Property**

LOTS 1, 2, 4, 5 AND 7, 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; BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ONLY WITH PARKING PROHIBITED THEREON OVER AND ACROSS THE WEST 20 FEET OF THE EAST 226.30 FEET OF THE NORTH 230 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT THE NORTH 40 FEET THEREOF (SAID EASEMENT ESTABLISHED BY DEED RECORDED OCTOBER 20, 1972 UNDER AUDITOR'S FILE NO. 775661).

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT TO CONSTRUCT, OPERATE AND MAINTAIN AN UNDERGROUND SANITARY SEWER LINE AND OTHER UNDERGROUND UTILITIES AS ESTABLISHED BY INSTRUMENT RECORDED AUGUST 3, 1993 UNDER AUDITOR'S FILE NO. 9308030005.

EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED AS AUDITOR'S FILE NO. 200804150168. LOTS 1, 2, 4, 5, 6 AND 7, 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; BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS ONLY WITH PARKING PROHIBITED THEREON OVER AND ACROSS THE WEST 20 FEET OF THE EAST 226.30 FEET OF THE NORTH 230 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE NORTH 40 FEET THEREOF (SAID EASEMENT ESTABLISHED BY DEED RECORDED OCTOBER 20, 1972 UNDER AUDITOR'S FILE NO. 775661).

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT TO CONSTRUCT, OPERATE AND MAINTAIN AN UNDERGROUND SANITARY SEWER LINE AND OTHER UNDERGROUND UTILITIES AS ESTABLISHED BY INSTRUMENT RECORDED AUGUST 3, 1993 UNDER AUDITOR'S FILE NO. 9308030005.

EXCEPT THAT PORTION THEREOF CONVEYED TO CITY OF MOUNT VERNON, A MUNICIPAL CORPORATION BY DEED RECORDED AS AUDITOR'S FILE NO. 200804150168. AND FURTHER EXCEPT THAT PORTION THEREOF APPROPRIATED BY THE CITY OF MOUNT VERNON BY DECREE ENTERED APRIL 13, 2018 IN SKAGIT COUNTY CAUSE NO. 17-2-01720-29 AND RECORDED MAY 24, 2018 AS AUDITOR'S FILE NO. 201805240086.

EXHIBIT C**Legal Description of the Shopping Center**

That portion of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty-four (34) North, Range Four (4) East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said subdivision; thence S 0°40'30" W along the East line of said subdivision, a distance of 40.00 feet; thence West along the South line of College Way and the projection thereof, a distance of 226.00 feet to the true point of beginning of this description; thence S 0°40'30" W along a line which is parallel to the East line of said subdivision, a distance of 218.14 feet; thence S 89°31'29" W, a distance of 28.00 feet; thence S 0°40'30" W, a distance of 417.30 feet to a point on the South line of the North Half (N 1/2) of said subdivision; thence S 88°43'58" W along said South line of the North Half (N 1/2) of said subdivision, a distance of 166.02 feet; thence S 0°40'30" W, a distance of 180.00 feet; thence N 89°34'55" W, a distance of 859.98 feet to a point on the proposed East right-of-way line of Interstate Highway No. 5, as detailed on existing State Highway plans; thence along said proposed East right-of-way line on the following courses, N 7°17'45" E, a distance of 38.68 feet, N 11°28'51" E, a distance of 509.90 feet and N 0°10'15" E, a distance of 159.95 feet; thence East, a distance of 70.00 feet; thence N 0°10'15" E, a distance of 115.00 feet to a point on the South line of College Way; thence East along the South line of College Way on a line which is parallel to and 40 feet South of the North line of said subdivision, a distance of 219.85 feet; thence S 0°25'05" W, a distance of 190.00 feet; thence East a distance of 466.30 feet; thence N 0°25'05" East, a distance of 190.00 feet to a point on the South line of College Way; thence East along the South line of College Way, a distance of 200.15 feet to the true point of beginning.

SUBJECT TO an Easement for ingress and egress over, across and through a strip of land 20 feet in width, described as follows: Beginning at the Northeast corner of said subdivision; thence S 0°40'30" W along the East line of said subdivision, a distance of 40.00 feet; thence West along the South line of College Way, a distance of 892.45 feet to the true point of beginning of this description; thence West, a distance of 20.00 feet; thence S 0°25'05" W, a distance of 190.00 feet; thence East, a distance of 20.00 feet; thence N 0°25'05" E, a distance of 190.00 feet to the true point of beginning of this description.

TOGETHER WITH an Easement for ingress and egress over, across and through the West 20 feet of the following described tract of land: Beginning at the Northeast corner of said subdivision; thence S 0°40'30" W along the East line of said subdivision, a distance of 40.00 feet; thence West along the South line of College Way, a distance of 686.15 feet to the true point of beginning of this description; thence West, a distance of 206.30 feet; thence S 0°25'05" W, a distance of 190.00 feet; thence East, a distance of 206.30 feet; thence N 0°25'05" E, a distance of 190.00 feet to the true point of beginning of this description.

AND FURTHER SUBJECT TO a sewer and Utility Easement reserved across that 40 foot strip of land as cited in City of Mount Vernon Vacation Ordinance No. 1636, dated March 8, 1972, and recorded under Auditor's File No. 765859; TOGETHER WITH those Sewer Easements from James R. Hammack, as Executor under the will of Anna B. Harris, deceased, to the City of Mount Vernon, dated June 21, 1958, and recorded under Auditor's File No. 567025; and from Herbert A. Smith and Evelyn M. Smith, husband and wife, to the City of Mount Vernon, dated April 6, 1959, and recorded under Auditor's File No. 582577.

TOGETHER WITH an Easement for ingress and egress over, across and through the North 33.00 feet of the South 113.00 feet of the following described tract of land: Beginning at the Northeast corner of said subdivision, thence S 0°40'30" W along the East line of said subdivision, a distance of 256.27 feet; thence S 89°31'29" W, a distance of 30.01 feet to the true point of beginning of this description; thence S 0°40'30" W, a distance of 219.09 feet; thence S 88°43'58"W, a distance of 224.07 feet; thence N 0°40'30" E, a distance of 222.19 feet; thence N 89°31'29"E, a distance of 224.07 feet to the true point of beginning of this description.

AND TOGETHER WITH the rights to parking area privileges on all of the following described tract of land EXCEPT the South 113.00 feet thereof: Beginning at the Northeast corner of said subdivision, thence S 0°40'50" W along the East line of said subdivision, a distance of 256.27 feet; thence S 89°31'29" W, a distance of 30.01 feet to the true point of beginning of this description; thence S 0°40'30"W, a distance of 219.09 feet; thence S 88°43'58"W, a distance of 224.07 feet; thence N 0°40'30"E, a distance of 222.19 feet; thence N 89°31'29"E, a distance of 224.07 feet to the true point of beginning of this description.

AND TOGETHER WITH an Easement for ingress and egress over, across and through the North 33.00 feet of the South 110.05 feet of the East 254.00 feet of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), Less the East 30 feet thereof as City Street.

And

That portion of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Eighteen (18), Township Thirty-four (34) North, Range Four (4) East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said subdivision; thence S 0°40'50" W along the East line of said subdivision, a distance of 40.00 feet; thence West along the South line of College Way and the projection thereof, a distance of 912.45 feet to the true point of beginning of this description; thence S 0°25'05" W, a distance of 190.00 feet; thence East, a distance of 15.29 feet; thence S 0°25'05" W, a distance of 398.31 feet; thence N 89°34'55" W, a distance of 26.00 feet; thence S 0°25'05" W, a distance of 72.00 feet; thence N 89°34'55" W, a distance of 157.00 feet; thence N 0°25'05" E, a distance of 658.98 feet to a point on the South line of College Way; thence East along the South line of College Way, a distance of 167.71 feet to the true point of beginning of this description.