

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 2022-1109

Mar 21 2022

Amount Paid \$613135.00

Skagit County Treasurer

By Lena Thompson Deputy

**SPECIAL WARRANTY DEED**

**(Not Statutory)**

**FIRST AMERICAN TITLE**

File No: 1106205 ( )

Date: March 14, 2022

Grantor(s): **B33 Skagit Valley LLC**, a Delaware limited liability company  
Grantee(s): **Skagit Valley Square LLC**, a Texas limited liability company, as to a 75% undivided interest, and **High Point 8888 LLC**, a Texas limited liability company, as to a 25% undivided interest  
Abbreviated Legal: **Lots 1, 2, 4, 5 and 7, Mount Vernon BSP, Book 10 Pgs. 240-246 and Rec. 9309300143**  
Additional Legal on page: **Exhibit A** **Ptn of NE1/4, SE1/4 SEC 18, T34N, R4E WM**  
Assessor's Tax Parcel No(s): P26296; P26294; P104614; P104935; P104612; P104625; P104610; and P26287.

That, **B33 SKAGIT VALLEY**, a Delaware limited liability company ("Grantor"), whose mailing address is 9330 West Sahara Avenue, Suite 270, Las Vegas, Nevada 89117, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged from **SKAGIT VALLEY SQUARE LLC**, a Texas limited liability company, as to a 75% undivided interest as a tenant in common, and **HIGH POINT 8888 LLC**, a Texas limited liability company, as to a 25% undivided interest as a tenant in common (collectively, "Grantee"), whose mailing address is 1717 Woodstead Court, Suite 298, The Woodlands, Texas 77380, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following described property:

- (i) That certain real property in Skagit County, Washington, which is described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land");
- (ii) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "Improvements"); and
- (iii) All appurtenances benefiting or pertaining to the Land or the Improvements, including, without limitation, all of Grantor's right, title, and interest in and to all development and utility rights and permits benefiting the Land and all streets, or

other public ways adjacent to the Land, outlots, alleys, rights-of-way, or easements adjacent to or benefiting the Land, any water or oil, gas, coal and other minerals or mineral rights, whether hydrocarbon or not, in, on or under or that may be produced from the Land and all strips or pieces of land abutting, bounding, or adjacent to the Land (all of the foregoing being referred to herein collectively as the "Appurtenances").

The Land, Improvements and Appurtenances are collectively referred to herein as the "Property".

**TO HAVE AND TO HOLD** the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions revealed in or by the recorded documents and other matters affecting the Property as set forth in Exhibit B attached hereto and incorporated herein by reference; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

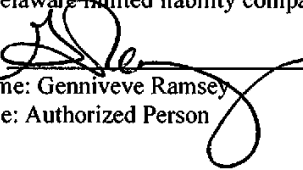
EXCEPT AS SET FORTH IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED DECEMBER 30, 2021 BETWEEN GRANTOR AND GRANTEE'S PREDECESSOR-IN-INTEREST, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY; AND (iii) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE (i) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

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

**EXECUTED AND DELIVERED** to be effective as of the date set forth above.

**ASSIGNOR:**

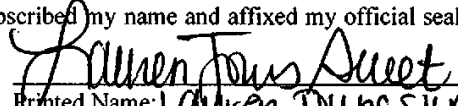
B33 SKAGIT VALLEY LLC,  
a Delaware limited liability company

By:   
Name: Genniveve Ramsey  
Title: Authorized Person

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

On this 9 day of March, 2022, before me Lauren Sweet, a Notary Public in and for said state, personally appeared Genniveve Ramsey, Authorized Person of B33 SKAGIT VALLEY LLC, a Delaware 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.

  
Printed Name: Lauren Towns Sweet  
Notary Public

My Commission Expires: 7/14/2024

**LAUREN TOWNS SWEET  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 7/14/2024  
COMMISSION # 20032086**

**EXHIBIT A****Legal Description of the 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 B****Permitted Exceptions**

1. Intentionally deleted.
2. Intentionally deleted.
3. Intentionally deleted.
4. Intentionally deleted.
5. Intentionally deleted.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
8. Intentionally deleted.
9. Intentionally deleted.
10. Restrictions imposed by instrument dated January 20, 1955, recorded February 2, 1955, under Auditor's File No. 512633, as follows: "That neither the grantees nor their heirs and assigns will ever erect any building, fence or other structure above the surface of the land herein and hereby conveyed within 4 feet of the East line thereof, such restrictions not to include any surfacing of the ground with gravel, cement, asphalt, etc."
11. Easement, seven foot (7') in width, including the terms and provisions thereof:  
In Favor of: State of Washington  
Recorded: November 22, 1947  
Auditor's No: 411479
12. Easement, including the terms and provisions thereof:  
In Favor of: Puget Sound Power & Light Co., a Corporation  
Recorded: April 2, 1959  
Auditor's No: 578510 in Volume 301 of Deeds, Page 114
13. Easement, including the terms and provisions thereof:  
Grantee: City of Mount Vernon  
Recorded: June 30, 1959  
Auditor's No: 582577, in Volume 303 of Deeds, Page 207
14. Relinquishment of right of access to State Highway and of light, view and air, under terms of deed to the State of Washington, recorded September 16, 1954, under Auditor's File No. 506543, October

19, 1954, under Auditor's File No. 508077, and September 16, 1954, under Auditor's File No. 506540.

15. Easement, including the terms and provisions thereof:  
Dated: March 17, 1972  
Recorded: March 17, 1972  
Auditor's No: 765540
16. Easement, including the terms and provisions thereof:  
Grantee: State of Washington  
Dated: September 24, 1947  
Recorded: November 22, 1947  
Auditor's No: 411473
17. Reservation of the right to lay, maintain, operate, repair and remove at any time a sewer pipeline pre-installed and the right for future installation, such other or additional utilities as are deemed necessary by the City of Mount Vernon, contained in Ordinance No. 1636, vacating a portion of a road right-of-way dated March 8, 1972, recorded March 24, 1972, under Auditor's File No. 765859.
18. Construction, Operation and Reciprocal Easement Agreement between Northmount Associates, a general partnership consisting of Mall Centers, Inc., a corporation, and Del Guzzi Construction, Inc., a corporation, and Sears, Roebuck and Company, a corporation, dated July 31, 1972, recorded November 6, 1972 under Auditor's File No. 776418, reference to the record hereby being made for full particulars. An addendum to said agreement has been recorded September 10, 1973 under Auditor's File No. 790591
19. Relocated sewer easement 20 feet in width, as disclosed by instrument dated July 14, 1972 and recorded July 17, 1972 under Auditor's File No. 771147, and described as follows: A strip of land 20 feet in width, lying 10 feet on each side of the following described centerline: Beginning at a point on the West line of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, which point bears South 0 degrees 25' 05" West, a distance of 115.30 feet from the Northwest corner of said subdivision; thence East a distance of 5.00 feet to the true point of beginning of this easement centerline description; thence North 59 degrees 51' 00" East a distance of 259.50 feet; thence North 88 degrees 43' 48" East, parallel with and 10 feet North of the North line of said subdivision, a distance of 94.09 feet to a point which is 341 feet West and 10 feet North of the Northeast corner of said subdivision.
20. Right-of-Way Contract:  
Grantor: ABC-Pacific Corporation, a Washington corporation  
Grantee: Cascade Natural Gas Corporation  
Dated: March 9, 1973  
Recorded: April 3, 1973  
Auditor's No.: 782911
21. Easement and provisions contained therein:  
Grantee: Puget Sound Power & Light Company  
Dated: August 23, 1973  
Recorded: September 27, 1973  
Auditor's No: 791457
22. Easement, including the terms and provisions thereof:

Grantee: Union Oil Company of California  
Recorded: June 21, 1976  
Auditor's No: 837329

23. Easement, including the terms and provisions thereof:  
Grantee: Foodmaker, Inc.  
Recorded: July 23, 1976  
Auditor's No: 839682
24. Easement, including the terms and provisions thereof:  
Grantee: Union Oil Company of California, a Corporation  
Recorded: October 20, 1972  
Auditor's No: 775661
25. Terms, covenants and conditions as contained in Deed from ABC-Pacific Corporation to Pacific Coast Development Co., Inc., recorded May 1, 1973, under Auditor's File No. 784369.
26. Matters as disclosed and/or delineated on the face of the following survey:  
Name: Short Plat No. MV-11-79  
Recorded: October 5, 1979  
Auditor's No.: 7910050029
27. Condemnation of access to State Highway No. I-5 and of light, view and air.  
Decree To: State of Washington  
Entered: October 11, 1974  
Skagit County Superior Court Cause No. SC 34107
28. Easement and provisions contained therein:  
Grantee: Puget Sound Power & Light Company, a Washington Corporation  
Recorded: August 15, 1991  
Auditor's No: 9108150130
29. Easement and provisions contained therein:  
Grantee: Puget Sound Power & Light Company, a Washington Corporation  
Dated: August 28, 1992  
Recorded: September 3, 1992  
Auditor's No: 9209030104
30. Easement, including the terms and provisions thereof:  
Grantee: Puget Sound Power & Light Co.  
Dated: March 21, 1946  
Recorded: March 27, 1946  
Auditor's No: 390035  
Volume 208 of Deeds, Page 86
31. Easement, including the terms and provisions thereof:  
Grantee: State of Washington  
Dated: August 26, 1947  
Recorded: October 25, 1947  
Auditor's No: 410370

32. Easement, including the terms and provisions thereof:  
Grantee: City of Mount Vernon  
Dated: March 20, 1959  
Recorded: June 30, 1959  
Auditor's No: 582576
33. Easement, including the terms and provisions thereof:  
Grantee: Bud Buckner et al  
Dated: December 15, 1969  
Recorded: December 18, 1969  
Auditor's No: 734188
34. Easement for repair, maintenance, replacement or improvement of the North wall of existing building on adjoining property to the South, over a portion of the South 5 feet of the property herein described as granted to Barnett Investment Company, Inc. in deed dated February 1, 1966 and recorded under Auditor's File No. 679044.
35. Easement, including the terms and provisions thereof:  
Grantee: Puget Sound Power & Light Company, a Washington corporation  
Dated: February 2, 1993  
Recorded: February 5, 1993  
Auditor's No: 9302050142
36. Matters as disclosed and/or delineated on the face of the following survey:  
Name: MV-1-93 – Skagit Valley Square  
Recorded: September 30, 1993  
Auditor's No.: 9309300143
37. Agreement, and the terms and conditions thereof:  
Between: Hollander Investments (a duly licensed Washington sole proprietorship), its successors and assigns, Skagit Mall 90 Associates, (a duly licensed Washington general partnership), its successors and assigns, And: Pacific Northwest Properties (a duly licensed Washington general partnership), its successors and assigns.  
Dated: July 18, 1995  
Recorded: September 15, 1995  
Auditor's No: 9509150047
38. Agreement concerning common area dated June 25, 1973, recorded July 5, 1973 under Auditor's File No. 787571, between Island Savings and Loan Association of Oak Harbor and ABC-Pacific Corporation, a Washington corporation.
39. Agreement concerning common area dated September 1, 1973, recorded October 3, 1973 under Auditor's File No. 791653, between Island Savings and Loan Association of Oak Harbor and ABC-Pacific Corporation, a Washington corporation.
40. Non-exclusive easements affecting the portion of said premises and for the purposes stated herein, and incidental purposes.  
For: Ingress and egress and parking spaces  
In Favor of: Island Savings & Loan Association and Skagit State Bank  
Recorded: June 13, 1973  
Auditor's Nos.: 786423



41. Easement, including terms and provisions thereof:  
Grantee: Cascade Natural Gas Corporation, a Washington corporation  
Recorded: July 6, 1995  
Auditor's No. 9507060054  
Said instrument supercedes instrument under Auditor's File No. 9307190086
42. Easement, including terms and provisions thereof:  
Grantee: Public Utility District No. 1 of Skagit County, Washington, a Municipal corporation, its successors or assigns  
Recorded: July 30, 1962  
Auditor's No. 624442
43. Matters disclosed by an unrecorded survey prepared by David R. Downing on October 14, 2005 as Job No. 05-045 as disclosed of record on Pages 9 and 10 of that certain deed recorded as Auditor's File No. 200603300145.
44. Easement, including terms and provisions thereof:  
Grantee: Puget Sound Power & Light Company, a Washington corporation  
Recorded: August 5, 1993  
Auditor's No. 9308050088
45. Easement, including terms and provisions thereof:  
Grantee: City of Mount Vernon, Washington  
Recorded: July 16, 1993  
Auditor's No. 9307160070
46. Easement, including terms and provisions thereof:  
Grantee: City of Mount Vernon, Washington  
Recorded: June 26, 1958  
Auditor's No. 567025
47. Easement, including terms and provisions thereof:  
Grantee: Public Utility District No. 1  
Recorded: May 16, 2006  
Auditor's No. 200605160052
48. Declaration of easement, including the terms and provisions thereof:  
Recorded: August 9, 2013  
Auditor's No.: 201308090081  
Said instrument was modified by instrument recorded May 18, 2016, under Auditor's File No. 201605180064.
49. Agreement, and the terms and conditions thereof:  
Between: ABC-Pacific Corporation  
And: Pay 'N Save Corporation  
Dated: July 24, 1972  
Recorded: December 7, 1972  
Auditor's No: 777911
50. All easements, covenants, restrictions, encroachments and other matters shown on the face of the following Survey/Plat:

Name: Survey  
Recorded: May 23, 1975  
Auditor's No.: 817958

51. All easements, covenants, restrictions, encroachments and other matters shown on the face of the following Survey/Plat:  
Name: Survey  
Recorded: October 16, 1987  
Auditor's No.: 8710160033
52. All easements, covenants, restrictions, encroachments and other matters shown on the face of the following Survey/Plat:  
Name: Short Plat No. MV-9-75  
Recorded: July 24, 1975  
Auditor's No.: 821066
53. Agreement, and the terms and provisions thereof:  
Between: Horizon Bank Inc.  
And: Skagit Mall 90 Association  
Recorded: August 3, 1993  
Auditor's No.: 9308030005
54. Payment of the real estate excise tax, if required.
55. Municipal assessments, if any, levied by the City of Mount Vernon. This Company suggests that inquiry be made to the City of Mount Vernon for current assessment status.
56. General taxes for the current year assessed to Tax Account No. P26287, P104610, P104625, P104612, P104635, P104614, P26284 and P26296. Exact amounts are currently unavailable from the County Treasurer.
57. Intentionally deleted.
58. Unrecorded leaseholds, if any, rights of vendors and chattel mortgagees of personal property, and rights of tenants to remove trade fixtures at the expiration of term.
59. All rights contained in Leases and other related documents in connection with those other properties contained in the 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 240246, 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..
60. Intentionally deleted.
61. Memorandum of Lease and the terms and provisions thereof:  
Lessor: 100-310 East College Way Holdings LLC  
Lessee: Hobby Lobby Stores, Inc.  
Dated: April 10, 2013  
Recorded: October 3, 2013  
Auditor's No.: 201310030028

62. Unrecorded lease and the terms and conditions thereof:  
Lessor: 100-310 East College Way Holdings, LLC, a Maryland Limited Liability Company  
Lessee: Tractor Supply Company, a Delaware Corporation  
Dated: May 18, 2016  
Term: Undisclosed  
Disclosed by: First Amendment to Declarations of Reciprocal Easements and Covenants, recorded  
May 18, 2016 under Auditor's File No. 201605180064
63. Intentionally deleted.
64. Intentionally deleted.
65. Intentionally deleted.
66. Intentionally deleted.