

**Return Address:**

Farm Bureau Life Insurance Company Of Michigan  
Attn: Mortgage Department  
7373 W. Saginaw Highway  
P.O. Box 30400  
Lansing, Michigan 48909-7900



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**ENVIRONMENTAL INSPECTION EASEMENT**

FIRST AMERICAN TITLE CO.

85935-3

**Grantor:**

Skagit I-5 Business Park, LLC

**Grantee:**

Farm Bureau Life Insurance Company of Michigan

**Legal Description:**

Lot 9W "Amendment to Red Hawk Estates", as recorded July 26, 2005, under Skagit County Auditor's File No. 200507260199

**Tax Parcel Number:**

4754-000-009-0000 (P116856)

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 06 2005

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

## ENVIRONMENTAL INSPECTION EASEMENT

This Environmental Inspection Easement is made as of December 10, 2005, by SKAGIT I-5 BUSINESS PARK, LLC, a Washington limited liability company ("Borrower"), whose address is 18697 Hickox Road, Mt. Vernon, Washington 98273-9516, to FARM BUREAU LIFE INSURANCE COMPANY OF MICHIGAN, a Michigan Insurance Corporation ("Lender"), whose address is 7373 West Saginaw Highway, P.O. Box 30400, Lansing, Michigan 48909-7900.

### Recitals

A Borrower is the owner of an improved fee simple parcel of real property ("Real Property"), more particularly described on Schedule A, attached hereto and made a part hereof.

B. At Borrower's request, Lender has agreed to make a loan in the aggregate principal sum of \$3,200,000.00 to Borrower ("Loan"), secured in part by a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing ("Deed of Trust") on the Real Property.

C. Lender is unwilling to extend the Loan to Borrower unless it has an absolute right, at any time and from time to time, to enter the Real Property for purposes of conducting inspections and tests to determine if the ownership, use, and operation of the Real Property are in compliance with all applicable environmental laws.

D. Borrower is willing to grant Lender an irrevocable easement to permit Lender to enter upon the Real Property for such inspection and testing so as to obtain the Loan.

### Agreement

NOW, THEREFORE, in consideration of these premises, the terms and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

#### 1. Grant of Easement.

(a) Borrower hereby grants and conveys to Lender an irrevocable easement to enter on and upon the Real Property at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing as Lender, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the Real Property and the conduct of the activities engaged in thereon are in compliance with all federal, state, and local environmental laws, rules, and regulations.

(b) Lender, or its designated agents, shall have the right to inspect and copy all of Borrower's records relating to environmental matters and to enter all buildings or facilities



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of Borrower for such purpose. In confirmation of Lender's right to inspect and copy all of Borrower's records relating to environmental matters and to secure Borrower's obligations to Lender in connection with the Loan, and under this Environmental Inspection Easement, Borrower hereby grants to Lender a continuing security interest in and to all of Borrower's existing and future records with respect to environmental matters, whether or not located at the Real Property or elsewhere, whether or not in the possession of Borrower or some third party (including any federal, state, or local agency or instrumentality), and whether or not written, photographic, or computerized, and the proceeds and products thereof. Lender, or its designated agent, may interview any or all of Borrower's agents and employees regarding environmental matters, including any consultants or experts retained by Borrower, all of whom are directed to discuss environmental issues fully and openly with Lender or its designated agent and to provide such information as may be requested.

(c) All of the costs and expenses incurred by Lender with respect to the audits, tests, inspections, and examinations which Lender may conduct, including the fees of the engineers, laboratories, and contractors, shall be paid by Borrower if an uncured Event of Default as described in the Loan Documents exists at the inception of such audit, tests, inspections and examinations. If no Event of Default exists, the costs and expenses incurred by Lender with respect to audits, tests, inspections and examinations shall be paid by Borrower, provided, however, the portion of those expenses incurred with respect to subsurface exploration, material collection, sampling, laboratory analysis and similar shall be paid by Borrower only if Lender has reason to believe contamination may have occurred.

(d) Lender may, but shall not be required to, advance such costs and expenses on behalf of Borrower. All sums so advanced shall bear interest at the highest rate provided with respect to the Loan.

2. **Duration and Defeasance.** The easement granted hereby shall exist and continue until such time as all sums owed by Borrower to Lender in connection with the Loan have been repaid in full and the Deed of Trust has been reconveyed of record. A reconveyance of the Deed of Trust shall evidence a termination of the easement. If requested, Lender shall specifically record a written termination of this easement.

3. **Enforcement.** Borrower acknowledges that no adequate remedy at law exists for a violation of the easement granted hereby and agrees that Lender shall have the right to enforce the easement granted hereby by equitable writ or decree, including temporary and preliminary injunctive relief. In the event Lender is required to enforce its rights hereunder, Borrower shall pay all of Lender's costs and expenses in connection therewith, including all attorney's fees incurred by Lender.

4. **Assignability.** This easement shall be assignable by Lender and shall be considered assigned to whomever holds the indebtedness secured by the Deed of Trust.



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5. **Revocability.** This easement is irrevocable and may not be revoked by Borrower.

6. **Lender Not Mortgagee in Possession.** The exercise of the rights granted hereunder shall not constitute Lender a mortgagee in possession with respect to the Real Property.

7. **Lender Does Not Participate in Management.** The granting of this Easement does not convey to Lender any decision-making authority or control over Borrower's environmental compliance. Lender does not assume hereunder (or otherwise) any responsibility whatsoever for Borrower's hazardous substance handling or disposal practices, Borrower's environmental compliance practices or the overall management of Borrower's business(es).

8. **Construction and Intention.** This easement is intended to be and shall be construed as an interest in the Real Property and as an easement in gross. It is not intended to be a personal right of Lender or a mere license.

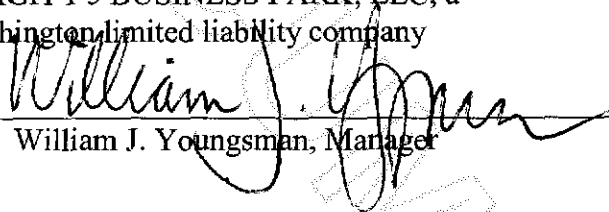
9. **Binding Nature.** This easement shall be binding upon Borrower and its successors and assigns, shall run with the land and shall benefit Lender and its successors and assigns. This Agreement shall be recorded among the Land Records of the local jurisdiction in which the Real Property is located.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, Borrower executes this Environmental Inspection Easement with the intention of creating an instrument under seal effective as of the date first above written.

**BORROWER:**

SKAGIT I-5 BUSINESS PARK, LLC, a  
Washington limited liability company

By:   
William J. Youngsman, Manager

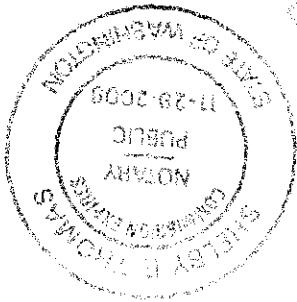


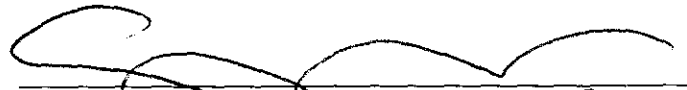
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STATE OF Washington )  
County of Skagit ) ss.

I certify that I know or have satisfactory evidence that **WILLIAM J. YOUNGSMAN** is the person who appeared before me and acknowledged that he or she signed the foregoing instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the manager of **SKAGIT I-5 BUSINESS PARK, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 30 day of November, 2005.



  
Notary Public in and for the State of WA  
Printed Name: Shelley Thomas  
Residing at: Skagit County  
Appointment Expires: 11/29/2009



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**SCHEDULE A  
TO  
ENVIRONMENTAL INSPECTION EASEMENT**

**Legal Description**

The Real Property is situated in the County of Skagit, State of Washington, and is legally described as follows:

LOT 92, "AMENDMENT TO RED HAWK ESTATES", AS RECORDED JULY 26, 2005,  
UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200507260199.



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