

Filed for Record at Request of
CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225
(360)671-1796

**MEMORANDUM OF ENVIRONMENTAL AGREEMENT
AND COVENANT NOT TO SUE**

Grantor(s): COTE PROPERTIES, LLC
Grantee(s): THORNBERG LIVING TRUST, RAYMOND JAMES
TRUST, N.A., AS SUCESSOR TRUSTEE OF THE
THORNBERG LIVING TRUST
Legal Description: West Mt Vernon Lts 1 to 8 Blk 5 Dk 1
Tax Parcel ID#(s): P54826; 3767-005-008-0008
Reference #: N/A

The Grantor, COTE PROPERTIES, LLC for and in consideration of TEN DOLLARS (\$10), and other good and valuable consideration receipt of which is hereby acknowledged has accepted the assignment of that certain Commercial & Investment Real Estate Purchase & Sale Agreement (the "PSA") for the following property (the "Property"):

Lots 1 to 18, Inclusive, Block 5, "West Mount Vernon, Skagit Co.", as per the Plat thereof, Recorded in Volume 2 of Plats, Page 81, Records of Skagit County.

Situate in Skagit County, Washington

The PSA includes eight (8) amendments. The Eighth Amendment contains a section governing the Environmental Representation, Warranty, Release, Hold Harmless, and Indemnification incorporated into the PSA (the "Environmental Agreement"). The Environmental Agreement is binding on the Grantor, its respective heirs, successors, representatives, agents, executives, administrators, and/or assigns. The Environmental Agreement runs with the land and is binding on all subsequent purchasers.

The Environmental Agreement provides and the Grantor releases, holds harmless, and indemnifies Grantee from any and all manner of losses, liabilities, damages, demands, claims, actions, causes of action, lawsuit, judgments, administrative proceedings, assessments, costs, expenses, liens, fines, penalties or the like ("Claim") directly or indirectly, involving, arising out of, or related in any way, without limitation, to the presence of any Hazardous Substance in, on, above, under, or emanating from, arising from, or connected with the Property. Further, the Environmental Agreement provides and Grantor further covenants and agrees not to bring, maintain, or support any Claim against Grantee related in any way to any and all Claims released in the Agreement.

Grantor's release, hold harmless, indemnification, and covenant not to sue contained in the Environmental Agreement shall run with the land and be binding upon all subsequent purchasers, owners, and users of the Property.

DATED this 29 day of June, 2020.

GRANTOR

Cindy Cote
COTE PROPERTIES, LLC
By: Cindy Cote
Its: president

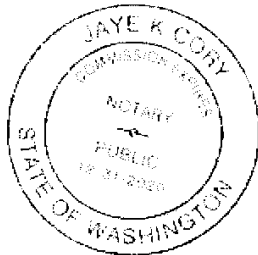
STATE OF WASHINGTON)

COUNTY OF Snohomish)

ss.

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Cindy Cote, to me known to be the President of COTE PROPERTIES, LLC and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the limited liability company.

GIVEN under my hand and official seal this 29 day of June, 2020.



Jaye K Cory
Print Name Jaye Cory
NOTARY PUBLIC in and for the County of Snohomish
State of Washington, residing at 12-31-2020
My commission expires: 12-31-2020