

Document Title:

Order for the Appointment of a General Receiver

Reference Number :

Grantor(s):

additional grantor names on page ____.

- 1. Dahlstedt Family Properties, L.L.C., a Washington limited liability company, Plaintiff
- 2.

Grantee(s):

additional grantee names on page 2.

- 1. Barbara Dahlstedt, et. al.
- 2.

Abbreviated legal description:

full legal on page(s) 20.

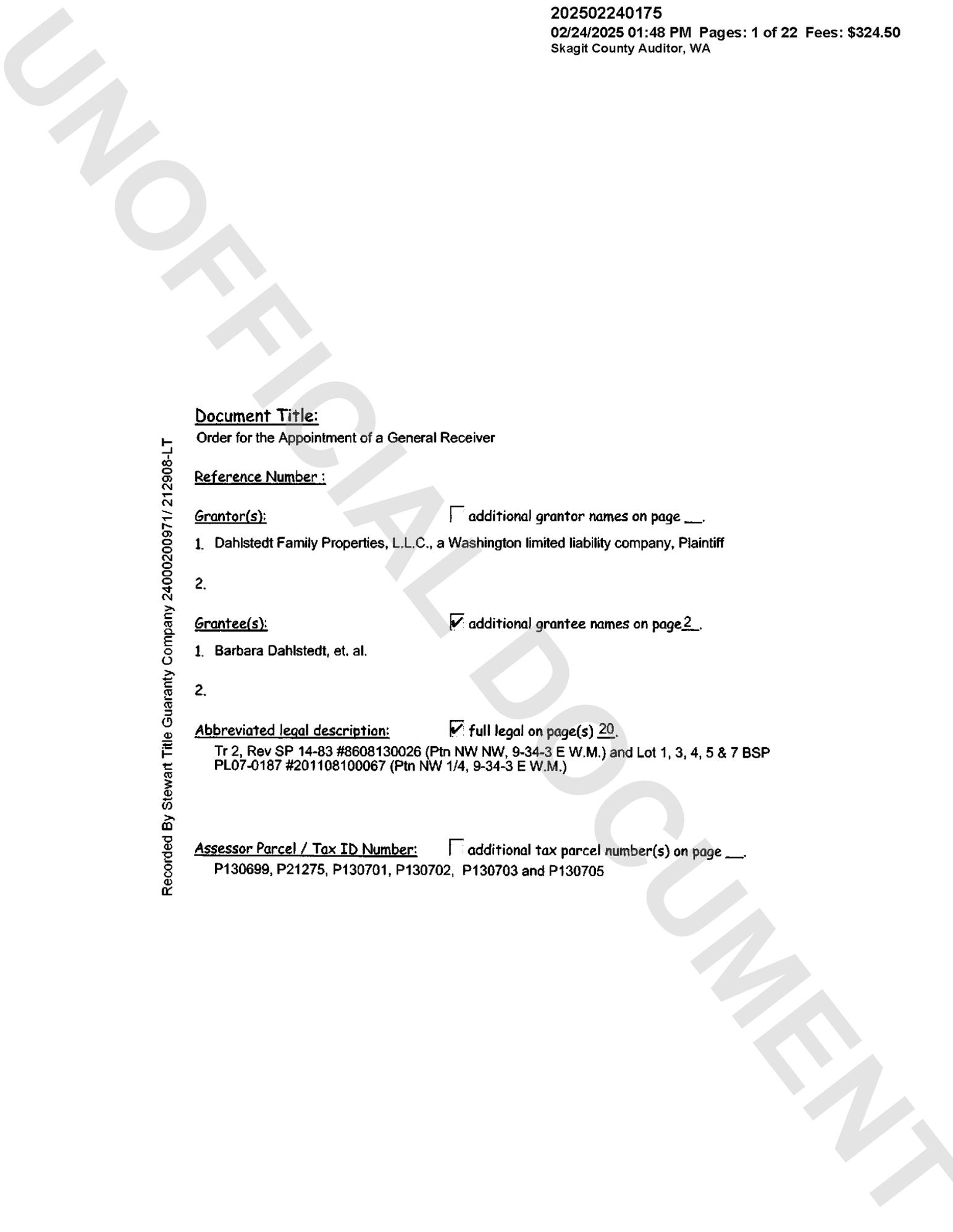
Tr 2, Rev SP 14-83 #8608130026 (Ptn NW NW, 9-34-3 E W.M.) and Lot 1, 3, 4, 5 & 7 BSP
PL07-0187 #201108100067 (Ptn NW 1/4, 9-34-3 E W.M.)

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

P130699, P21275, P130701, P130702, P130703 and P130705

Recorded By Stewart Title Guaranty Company 24000200971/212908-LT



24-2-00026-29
DRAPFC 68
Order Appointing Receiver
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FILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2024 JUN 17 AM 11:12

I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 01/31/25



MELISSA BEATON, County Clerk
By: N. Petersen
Deputy Clerk
N. PETERSEN

SUPERIOR COURT OF WASHINGTON FOR SKAGIT COUNTY

DAHLSTEDT FAMILY PROPERTIES,
L.L.C., a Washington limited liability
company,

Plaintiff,

v.

BARBARA DAHLSTEDT, an individual,
PATRICIA DAHLSTEDT, an individual,
GARY DAHLSTEDT, an individual,
KENNETH DAHLSTEDT, an individual,
NORMAN H. DAHLSTEDT AND
PATRICIA LOUISE DAHLSTEDT
MULTI-GENERATIONAL TRUST, and
the ESTATE OF NORMAN H.
DAHLSTEDT,

Defendants.

NO. 24-2-00026-29

ORDER FOR THE APPOINTMENT
OF A GENERAL RECEIVER

[Proposed]

THIS MATTER having come before the Court upon Plaintiff Dahlstedt Family Properties, L.L.C.'s (the "Company") Motion for Order Appointing General Receiver ("Motion"); and the Court having considered the files and records herein and deeming itself fully advised of the facts pertaining thereto; the Court finds as follows:

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A GENERAL RECEIVER

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1 **I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

2 1. The Motion for the appointment of a receiver arises out of a business dispute
3 involving the operation of the Company, located in Skagit County. Accordingly, the
4 Court has jurisdiction of the parties and venue is proper in this Court.

5 2. The appointment of an experienced receiver is reasonably necessary to
6 preserve and protect the Company's interests and assets and aid the dissolution and
7 wind up of the Company. As such, appointment of a receiver is appropriate pursuant
8 to RCW 7.60.025(1)(a), (t), (u), and (nn), and pursuant to the Court's inherent equitable
9 powers over these proceedings. The receiver shall be a general receiver because, as
10 set forth below, the receiver is directed to take possession of all of the Company's
11 assets and to liquidate and wind up the Company's affairs.

12 3. Resource Transition Consultants, LLC does not have any interest that is
13 materially adverse to the interest of persons to be affected by the proposed
14 receivership and is competent and qualified to act as the receiver of the Company
15 pursuant to RCW 7.60.035.

16 4. Appropriate notice of the hearing on the Motion was provided in compliance
17 with RCW 7.60.025(3).

18 5. Good cause exists for the expansion, modification, or limitation of the
19 receiver's various powers and duties under RCW 7.60.060(1)(j) and RCW 7.60.060(3),
20 as set forth in greater detail below.

21 Based upon the foregoing, IT IS HEREBY ORDERED:

22 **II. ORDER**

23 1. Appointment. The appointment of a receiver is reasonable and necessary
24 and other remedies are either not available or are inadequate. Resource Transition
25 Consultants, LLC (the "Receiver") has no conflict of interest in this action and is
26 competent and qualified to act as a general receiver. The Receiver is hereby appointed

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1 as a general receiver with power of sale over all of the assets, of any kind whatsoever,
2 of the Company, together with all rights, title, and interests in and to all present and
3 future: leases and rental agreements related to the property; all revenue, income,
4 issues, profits, proceeds, insurance proceeds, and other benefits derived from the
5 Company; all personal property belonging to the Company including without limitation
6 the Company's claims and causes of action against third parties (and defense of
7 actions by third-parties against the Company); all machinery, furniture, fixtures and
8 equipment belonging to the Company; and all bank accounts which derive from or
9 relate to the Company, all of which shall collectively and individually be included in the
10 receivership estate (the "Receivership Estate").

11 2. Bond and Oath. The appointment of the Receiver is effective as of the date
12 of this Order, subject to the Receiver furnishing a bond in the sum of \$10,000.00 within
13 ten (10) days of the appointment. The cost of the bond can be paid from funds in
14 possession of the Receivership Estate or be reimbursed to the Receiver from the
15 Receivership Estate. Entry of this Order, countersigned by an authorized
16 representative of the Receiver, evidences the Receiver's acceptance of its rights and
17 duties hereunder and constitutes administration of any required oath of office.

18 3. Powers and Duties. The Receiver shall have exclusive possession and
19 control over the Receivership Estate with the power and authority to preserve, manage,
20 protect, market, and sell the assets of the Receivership Estate. The Receiver shall
21 maintain, secure, and manage the Receivership Estate, review the books and records
22 with respect to the Receivership Estate, investigate and report on the operations and
23 financial affairs of the Receivership Estate, and take other actions as may be deemed
24 appropriate by the Receiver. The Receiver shall have all other powers and rights of a
25 general receiver appointed under Washington law, including, without limitation, all of
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1 those powers and rights as set forth in RCW 7.60.060, and the following rights, powers
2 and duties:

3 a. The power to incur or pay expenses incidental to the Receiver's
4 preservation and use of the property with respect to which the appointment applies,
5 and otherwise in the performance of the Receiver's duties, including the power to pay
6 obligations incurred prior to the Receiver's appointment if and to the extent that
7 payment is determined by the Receiver to be prudent in order to preserve the value of
8 property in the Receiver's possession and the funds used for this purpose are not
9 subject to any lien or right of setoff in favor of a creditor who has not consented to the
10 payment and whose interest is not otherwise adequately protected;

11 b. The power to do all things which the owner of the business or property
12 might do in the ordinary course of the operation of the business as a going concern or
13 use of the property including, but not limited to, the purchase and sale of goods or
14 services in the ordinary course of such business, and the incurring and payment of
15 expenses of the business or property in the ordinary course, and the hiring and firing
16 of employees (including any of the Members' employment);

17 c. The power to assert any rights, claims, or choses in action of the person
18 over whose property the Receiver is appointed relating thereto, if and to the extent that
19 the claims are themselves property within the scope of the appointment or relate to
20 any receivership property, to maintain in the Receiver's name or in the name of such
21 a person any action to enforce any right, claim, or chose in action, and to intervene in
22 actions in which the person over whose property the Receiver is appointed is a party
23 for the purpose of exercising the powers under this subsection (11)(c);

24 d. The power to intervene in any action in which a claim is asserted against
25 the person over whose property the Receiver is appointed relating thereto, for the
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1 purpose of prosecuting or defending the claim and requesting the transfer of venue of
2 the action to the court. This power is exercisable with or without court approval;

3 e. The power to assert rights, claims, or choses in action of the Receiver
4 arising out of transactions in which the Receiver is a participant;

5 f. The power to pursue in the name of the Receiver any claim under
6 chapter 19.40 RCW assertable by any creditor of the person over whose property the
7 Receiver is appointed, if pursuit of the claim is determined by the Receiver to be
8 appropriate;

9 g. The power to seek and obtain advice or instruction from the court with
10 respect to any course of action with respect to which the Receiver is uncertain in the
11 exercise of the Receiver's powers or the discharge of the Receiver's duties;

12 h. The power to obtain appraisals with respect to property in the hands of
13 the Receiver;

14 i. The power by subpoena to compel any person to submit to an
15 examination under oath, in the manner of a deposition in a civil case, with respect to
16 Receivership Estate property or any other matter that may affect the administration of
17 the receivership;

18 j. In conjunction with doing all things which the owner might do, the
19 Receiver may issue any request or demand upon any person, entity, agency or
20 association whatsoever, public or private, that the owner may otherwise issue. This
21 authority includes, but is not limited to a demand upon the U.S. Postal Service to grant
22 exclusive possession and control of mail and instrumentalities thereof, including postal
23 boxes, and may direct that certain mail related to the Receivership Estate and its
24 business be re-directed to the Receiver. Receiver may also seek and obtain orders
25 from the court without notice or hearing to facilitate compliance with such demands;
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1 k. The power and all authority to market, sell, and liquidate the
2 Receivership Estate whether or not such liquidation will generate proceeds sufficient
3 to pay in full the amounts owed to creditors. The Receiver is authorized to engage
4 professionals to market and sell the assets of the Receivership Estate. In accordance
5 with RCW 7.60.150, the Receiver, on Order of the Court, following notice and a
6 hearing, and on the conditions or terms that the Court considers just and proper, may
7 abandon any Receivership Estate property that is burdensome to the Receiver or is of
8 inconsequential value or benefit. At the Receiver's discretion, it may seek Court
9 authority for approval of sales in bulk, or in accordance with price lists and may seek
10 to invoke sale(s) free and clear of liens, encumbrances, and all rights of redemption,
11 whether or not the sale(s) will generate proceeds sufficient to fully satisfy all claims
12 secured by the Receivership Estate as provided in RCW 7.60.260. Any such motion
13 to approve a sale or disposition of Receivership Estate property shall be made on ten
14 days' notice inclusive of mailing;

15 l. The power to take all steps reasonably necessary to collect, settle, and
16 compromise and otherwise liquidate any and all rents, issues, profits, income,
17 revenues, accounts or proceeds, from the Receivership Estate and shall deposit said
18 sums, if any, into a segregated account ("Bank Account") at a federally insured bank
19 with branches in the State of Washington. The Receiver shall have the power to
20 present for payment any checks, money orders, and other forms of payment made
21 payable to the Company or similar names, which constitute or are derived from the
22 rents and profits of the Receivership Estate only, endorse the same and collect the
23 proceeds thereof, such proceeds to be used and maintained as elsewhere provided
24 herein. The Receiver shall have the sole and exclusive authority to disburse funds
25 from the Bank Account. The Receiver shall have authority to take possession of bank
26 and other rental deposit accounts of the Company related to the Receivership Estate,

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1 so that all such accounts are in the name of the Receiver. The Company and any
2 members or managers of an entity managing the Receivership Estate shall cooperate
3 with the Receiver and execute any documents required to affect the transfer of the
4 Company's respective accounts regarding the Receivership Estate to the Receiver;

5 m. The power to manage and operate the Receivership Estate in a manner
6 consistent with this Order. The Receiver shall manage, operate and maintain the
7 Receivership Estate subject to such procedures and conditions as the Receiver may
8 establish to ensure that profits are profitably preserved and to reasonably ensure that
9 the value of the Receivership Estate is not diminished. The Receiver shall make the
10 following operating decisions, without need for prior notice or Court order except as
11 otherwise expressly provided, regarding the Receivership Estate, including, without
12 limitation:

13 (i) Whether to manage the Company itself or appoint a general
14 manager to conduct operations as directed by the Receiver;

15 (ii) Providing ordinary maintenance and repair services for the
16 Receivership Estate and extraordinary maintenance or repair services where required
17 by emergency conditions;

18 (iii) Procuring goods and services for the Company, including legal,
19 accounting and bookkeeping services where necessary;

20 (iv) Consulting with existing employees of the Company or related
21 parties regarding any business operations related to the Company;

22 (v) Engaging counsel, accountants, appraisers, auctioneers, or other
23 professionals for the Receiver subject to the requirements of RCW 7.60.180, as the
24 Receiver deems appropriate, and the reasonable fees and expenses of its counsel
25 shall be included and paid as expenses of the receivership; and
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1 (vii) Retaining, employing and compensating from the Receivership
2 Estate, such employees, contractors or consultants to perform such services, on such
3 terms, as the Receiver in its reasonable discretion and business judgment deems
4 appropriate, the reasonable fees and expenses of whom shall be included and paid as
5 expenses of the receivership; however, the Receiver is prohibited from hiring any LLC
6 member (or family member of an LLC member) or any entity affiliated with an LLC
7 member (or family member of an LLC member);

8 (n) The power to pay the operating expenses of the Receivership Estate
9 from the income generated by the Receivership Estate;

10 (o) The power and authority to perform legal, accounting, consulting, and
11 tax services with respect to the Receivership Estate, as necessitated by this
12 proceeding or by law in connection with the performance of the Receiver's duties.
13 Notwithstanding any other provision hereof, the Receiver shall be under no obligation
14 to complete or file tax returns on behalf of the Company for income or other taxes. The
15 Receiver shall furnish the Company with such access to books and records within the
16 Receiver's custody or control as reasonably may be requested by the Company and
17 as necessary in order for the Company to complete and file tax returns, or other
18 regulatory or governmental filings or reports, on its own behalf; provided that the
19 Company shall provide three (3) business days' advance notice of the filing or
20 submission of any such returns, filings or reports;

21 (p) The power and authority to bring and prosecute actions brought by or
22 against the Company and/or the Receivership Estate and for (i) the recovery of any
23 part of the Receivership Estate held by third parties; and (ii) the collection of any sums
24 owing to Company which constitute part of the Receivership Estate;

25 (q) The power and authority to make such repairs, alterations or
26 improvements to the assets of the Receivership Estate as the Receiver determines to

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1 be prudent or legally required. Any utility company providing services to the
2 Receivership Estate, including but not limited to gas, electricity, water, sewer, trash
3 collection, telephone, internet, communications or similar services, shall be prohibited
4 from discontinuing service to the Receivership Estate based upon unpaid bills incurred
5 by the Company or its owners, managers, or agents prior to the entry of this Order.
6 Further, such utilities shall transfer any deposits held by the utility to the exclusive
7 control of Receiver and are prohibited from demanding that Receiver deposit additional
8 funds in advance to maintain or secure such services. The Receiver shall have no
9 obligation to advance its own funds to pay any costs and expenses of the Receivership
10 Estate. The Receiver shall not be liable, personally or otherwise, for any utility charges,
11 whether accrued prior to or after its appointment; and

12 (r) The power and authority to complete the dissolution and wind up of the
13 Company pursuant to RCW 25.15.297.

14 4. Standard of Care. The Receiver's liability shall be limited to its bond, and
15 shall be limited to the standards set forth in RCW 7.60.170.

16 5. Legal Representation. The Receiver may act as its own attorney in
17 accordance with RCW 7.60.180(3). Effective as of the date of this Order, each of the
18 Company's attorneys and professionals are hereby discharged from further
19 representation of the Company unless and until rehired by Receiver or rehired by the
20 Company following termination of this receivership. Pursuant to RPC 1.9, no attorney
21 who has represented the Company in this matter may represent a party in interest
22 without first obtaining the Receiver's informed written consent. Receiver shall have all
23 the powers of the directors, officers, managers, and governors of the Company, whose
24 authorities are hereby suspended. Parties in interest shall not continue any pending
25 action in the Company's name nor bring any new action in the Company's name. The
26 aforementioned prohibitions include, but are not limited to, the filing of an appeal of this

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1 order or the filing of a voluntary bankruptcy in the Company's name as such authority
2 is vested exclusively in the Receiver. Any parties in interest desiring to take such action
3 must proceed in their own name.

4 6. Administration. The Receiver is authorized to employ the following
5 procedures:

6 (a) Bank Accounts. The Receiver may open and maintain such bank
7 accounts as may be necessary for the deposit of monies collected or received by the
8 Receiver. The Receiver may establish the Bank Account described above. The
9 Receivership Bank Account may be opened using the Company's Federal Employer
10 Identification Number and the parties are hereby directed to provide such information
11 to the Receiver.

12 (b) Monthly Reports. The Receiver will file and serve a monthly report of
13 the Receiver's operations and financial affairs in accordance with RCW 7.60.100
14 ("Monthly Report"). Each Monthly Report will be due by the last business day of the
15 subsequent month. The Receiver's first report shall be due on the last business day
16 of the month following entry of this Order.

17 (c) Receiver's Fee. The Receiver's fees and reasonable expenses, and the
18 fees of the Receiver's professionals, may be paid by the Company to the Receiver, or
19 by the Receiver, with income and other receivables from ordinary business operations
20 or liquidation of the Receivership Estate property. The Receiver shall be paid
21 \$8,000.00 per month from assets of the estate. In addition, the Receiver shall be paid
22 25 percent on the first \$5,000 or less, 10 percent on any amount in excess of \$5,000
23 but not in excess of \$50,000, 5 percent on any amount in excess of \$50,000 but not in
24 excess of \$1,000,000, and 3 percent of such moneys in excess of \$1,000,000, upon
25 all moneys disbursed or turned over in the case by the Receiver to parties in interest,
26 including holders of secured claims. The Receiver's compensation shall be paid from

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1 the proceeds from ordinary business operations or liquidation of the property of the
2 Receivership Estate. The Receiver's compensation may be revised, upon application
3 by the Receiver, as the Court deems necessary or appropriate under the
4 circumstances. The Receiver's fees may be paid pursuant to this paragraph without
5 further application to the court.

6 The fees and expenses of the Receiver's attorneys may be paid by the Receiver,
7 with income and other receivables from ordinary business operations or liquidation of
8 the Receivership Estate property. The Receiver shall attach to the Receiver's Monthly
9 Report a Notice of Compensation of Professionals and serve such notice, together with
10 the identification of the professional and amount requested, on: (i) Counsel for Plaintiff
11 and Defendants; (ii) those parties who have requested notice; and (iii) any party(s) who
12 has asserted liens against the Assets. If no party in interest objects to such payments
13 or portions of such payments within ten (10) calendar days following the date of notice,
14 the fees and costs shall be deemed approved as being fully and finally earned without
15 further order or leave of the Court. If any party wishes to object to such payments or
16 portions thereof, such party shall notify in writing the Receiver and the
17 above-referenced parties of the nature of the objection within the 10-day objection
18 period set forth above. If the Receiver or affected professionals cannot consensually
19 resolve the dispute or if the dispute is not resolved within thirty (30) days of the date of
20 such objection, the objecting party will be responsible for filing a motion with the court
21 to resolve the objection.

22 d. Notice. In addition to any special notice provisions contained herein, the
23 Receiver shall provide notice of all pleadings filed by the Receiver herein to the parties
24 hereto, or to their counsel, if applicable, and to any party filing a notice of appearance.
25 The Receiver may file requests for special notice on behalf of any party.
26 Notwithstanding any provision of this order requiring court approval of any act of the

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1 Receiver, the Receiver may undertake any action of the Receivership Estate without
2 prior court approval if it obtains the written consent of the Parties and each person who
3 has filed and served on the Receiver a notice of appearance.

4 e. Further Instructions. The Court acknowledges the Receiver's ability to
5 perform its duties under this Order may be limited by various factors, including but not
6 limited to Receiver's limited access to information. The Court therefore requires only
7 the Receiver's best efforts to comply with the duties set forth in this Order and the
8 Receiver may at any time apply to this Court for further or other instructions, or for a
9 modification of this Order, or for further powers necessary to enable the Receiver
10 properly to perform its duties, or for a termination of the Receiver's appointment.

11 f. Turnover of Assets. The parties to this proceeding, their attorneys, and
12 all of the existing and former members, managers, shareholders, employees, agents,
13 accountants, attorneys, consultants and employees of the Company shall cooperate
14 with the Receiver in connection with its management and operation of the assets of
15 the Receivership Estate. Each of them shall relinquish and deliver possession of the
16 assets of the Receivership Estate to the Receiver upon his demand, and shall turn over
17 to him all records, books, contracts, lease documents, plans and specifications,
18 accounting records, deposits and documents relating to the Company, or the financing,
19 management, control, operation, and preservation of the assets of the Receivership
20 Estate, as the Receiver may demand, upon demand. Immediately upon entry of this
21 Order, the members, managers, shareholders, employees, agents, accountants,
22 attorneys, consultants and employees of the Company, and every other person or
23 entity in a position to exercise control over the Company shall not obstruct, delay, or
24 interfere with Receiver in the performance of its duties. The Company and its
25 principals, agents, representatives, employees, contractors, subcontractors, including
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1 all persons with actual or constructive knowledge of this order and their agents and
2 employees, shall, if requested by the Receiver, immediately turn over to the Receiver:

3 (a) The possession of the Receivership Estate, including all keys to all locks
4 on all real property, and the records, books of account, ledgers and all business
5 records for the Receivership Estate, including, without limitation, the plans,
6 specifications and drawings, payroll records, personnel files, operating statements,
7 and all other records, documents, insurance policies and instruments of whatever kind
8 and nature which relate to the operation and control of any part of the Receivership
9 Estate, wherever located and in whatever mode maintained;

10 (b) All documents that constitute or pertain to licenses, permits or
11 governmental approvals relating to the Receivership Estate;

12 (c) All documents that constitute or pertain to insurance policies, whether
13 currently in effect or lapsed, that related to the Receivership Estate;

14 (d) All leases and subleases, royalty agreements, licenses, assignments or
15 other agreements of any kind, whether currently in effect or lapsed, that relate to the
16 Receivership Estate;

17 (e) All documents pertaining to past, present or future construction of any
18 type with respect to all or part of the Receivership Estate;

19 (f) All documents pertaining to toxic chemicals or hazardous materials, if
20 any, ever brought, used and/or remaining upon the Receivership Estate, including,
21 without limitation, all reports, surveys, inspections, checklists, proposals, orders,
22 citations, fines, warnings and notices; and

23 (g) All rents and profits derived from the Receivership Estate, including,
24 without limitation, any security deposits, advances, prepaid rents, storage fees and
25 parking fees, wherever and in whatever mode maintained.

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1 7. Other Third Parties. All financial institutions, insurance companies,
2 governmental agents, credit card processors, insurance agents or underwriters, utility
3 providers, vendors, supplies, tradesmen, materialmen, service providers, franchisors,
4 taxing agencies, and all governmental agencies and departments are hereby ordered
5 to take direction from the Receiver as it relates to the Receivership Estate and/or
6 accounts of the Company and to surrender any and all funds held on deposit or apply
7 said funds as directed by the Receiver.

8 8. Stay Against Actions or Proceedings. The entry of this Order appointing a
9 general receiver with respect to all of the Company's property shall operate as a stay,
10 applicable to all persons, of:

11 (a) the commencement or continuation, including the issuance or
12 employment of process, of a judicial, administrative, or other action or proceeding
13 against the person over whose property the receiver is appointed that was or could
14 have been commenced before the entry of the order of appointment, or to recover a
15 claim against the person that arose before the entry of the order of appointment;

16 (b) The enforcement, against the person over whose property the receiver
17 is appointed or any estate property, of a judgment obtained before the order of
18 appointment;

19 (c) Any act to obtain possession of estate property from the receiver, or to
20 interfere with, or exercise control over, estate property;

21 (d) Any act to create, perfect, or enforce any lien or claim against estate
22 property except by exercise of a right of setoff, to the extent that the lien secures a
23 claim against the person that arose before the entry of the order of appointment; or

24 (e) Any act to collect, assess, or recover a claim against the person that
25 arose before the entry of the order of appointment.

26
ORDER FOR THE APPOINTMENT OF
A GENERAL RECEIVER
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{23602/0003/03497884-3}
4883-7318-4184, v. 5

MONTGOMERY PURDUE PLLC
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TEL (206) 682-7090 FAX (206) 625-9534

1 The Court under its powers in RCW 7.60.055 has determined that continuance of
2 all aspects of the receivership stay throughout the receivership is in the best interests
3 of the orderly administration of the Receivership Estate. Therefore, the stay imposed
4 by RCW 7.60.110 shall remain in full force and effect until (1) the termination of the
5 receivership or (2) entry of an order terminating the stay upon the motion of any party
6 in interest notwithstanding the provisions of 7.60.110 addressing the termination of the
7 stay after 60 days.

8 For avoidance of doubt, the receivership shall not operate as a stay of (i) any
9 probate or TEDRA actions regarding Norman Dahlstedt's estate or (ii) any claims
10 between the LLC members against each other related to the Company, including but
11 not limited to the claims pending in this matter and/or in the Lawsuit captioned In re
12 The Estate of Norman H. Dahlstedt, Skagit County Cause No. 23-4-00589-29.

13 9. Stay Against Actions or Proceedings. In addition to the power to seek
14 depositions under RCW 7.60.060(1)(i) the Court deems that the receiver may
15 determine that written discovery is more efficient and therefore the Receiver may issue
16 written interrogatories and requests for production to any entity having information,
17 knowledge or documents relating to the case without the necessity of filing a separate
18 action. The issuance and response to such written discovery shall be governed by the
19 Civil Rules of this Court.

20 10. Insurance. The Receiver shall determine upon taking possession of the
21 Receivership Estate whether, in the Receiver's judgment, there is sufficient insurance
22 coverage. With respect to any insurance coverage in existence or obtained, the
23 Receiver, the Company, and the parties, may be named as an additional insured on
24 the policies for the period of the Receivership, as needed. If sufficient insurance
25 coverage does not exist, the Receiver shall immediately notify the parties and the
26 Company and shall have twenty-eight (28) calendar days to procure sufficient property

ORDER FOR THE APPOINTMENT OF
A GENERAL RECEIVER

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1 and liability insurance on the Receivership Estate. The Receiver shall not be
2 responsible for claims arising from the lack of procurement or inability to obtain
3 insurance.

4 11. Use of Funds. The Receiver shall pay only those bills that in the Receiver's
5 judgment are reasonable and necessary for the operation of the protection of the
6 Receivership Estate and shall allocate funds in the following order of priority: (1) the
7 costs and expenses of the Receivership Estate including without limitation utilities,
8 insurance premiums, general and special taxes or assessments levied on the real
9 property and improvements thereon, and debt service upon claims secured by property
10 of the Receivership Estate; (2) claims against the Receivership Estate according to the
11 priorities in RCW 7.60.230, and (3) amounts due to the Parties according to their
12 interests as agreed by all Parties and the Receiver, or as ordered by the Court following
13 notice to the Receiver and all Parties, provided that the Receiver is not required to, but
14 may in its reasonable discretion and business judgment taking into account projected
15 requirements for use of cash, make interim distributions to the Parties in accordance
16 with their respective interests determined as provided above, from available funds after
17 payment of Receivership Expenses and debt service upon secured claims.

18 12. Jurisdiction. This Court will retain jurisdiction over any disputes arising from
19 or relating to this receivership, or relating to the Receiver, which jurisdiction will remain
20 exclusive and will survive the termination of the receivership.

21 13. Final Report: Discharge. Upon distribution or disposition of all property of the
22 Receivership Estate and completion of the dissolution and wind up of the Company, or
23 the completion of the receiver's duties with respect to the Receivership Estate property,
24 the Receiver shall move the Court to be discharged. The Receiver shall file a final
25 report and accounting setting forth all receipts and disbursements of the estate which
26 shall be annexed to the petition for discharge and filed with the court. Upon approval

ORDER FOR THE APPOINTMENT OF
A GENERAL RECEIVER

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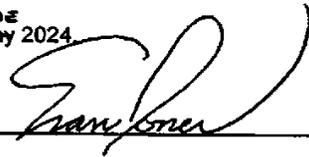
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4883-7318-4184, v. 5

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1 of the final report, the court shall discharge the Receiver. The Receiver's discharge
2 releases the Receiver from any further duties and responsibilities as receiver under
3 RCW 7.60 et. seq.

4 DONE IN OPEN COURT this 10th day of ^{JUNE} May 2024.

5 
6 _____
7 Judge

8 Presented by:

9
10 MONTGOMERY PURDUE PLLC

11 

12 By: Benjamin I. VanderBerghe
13 WA State Bar No. 35477
14 Stephanie Gero Dahlstrom
15 WA State Bar No. 54127
16 701 Fifth Avenue, Suite 5500
17 Seattle, WA 98104
18 Telephone: 206-682-7090
19 Fax: 206-625-9534
20 biv@montgomerypurdue.com
21 sdahlstrom@montgomerypurdue.com
22 Attorneys for Dahlstedt Family Properties, L.L.C.

23 Approved as to form; Notice of presentation waived:

24 RESOURCE TRANSITION CONSULTANTS, LLC

25 By: /s/ Kevin P. Hanchett /
26 Kevin P. Hanchett, WSBA #16553
Its Member

ORDER FOR THE APPOINTMENT OF
A GENERAL RECEIVER
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4883-7318-4184, v. 5

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1 *Stipulated and agreed to by:*

2 CARMICHAEL CLARK, P.S.

3

4 By: /s/ Bryan L. Page /
5 Bryan L. Page, WSBA #38358
6 Attorney for Defendant Barbara Dahlstedt

6

7 *Stipulated and agreed to by:*

8 OSERAN HAHN P.S.

9

10 By: /s/ Teruyuki S. Olsen /
11 Teruyuki S. Olsen, WSBA #40855
12 Nicholas Pleasants, WSBA #49753
13 Attorney for Defendant Barbara Dahlstedt,
14 Personal Representative of the Estate of
15 Norman H. Dahlstedt

13

14 *Stipulated and agreed to by:*

15 OSERAN HAHN P.S.

16

17 By: /s/ Teruyuki S. Olsen /
18 Teruyuki S. Olsen, WSBA #40855
19 Nicholas Pleasants, WSBA #49753
20 Attorney for Defendant Estate of Norman
21 H. Dahlstedt, through its Personal Representative,
22 Barbara Dahlstedt

17

18 *Stipulated and agreed to by:*

19 BAILEY, DUSKIN, PEIFFLE & MARTIN, P.S.

20

21 *Stipulated and agreed to by:*

22 BAILEY, DUSKIN, PEIFFLE & MARTIN, P.S.

23

24 By: /s/ Steven J. Peiffle /
25 Steven J. Peiffle, WSBA #14704
26 Attorney for Defendant Patricia L. Dahlstedt

24

25

ORDER FOR THE APPOINTMENT OF
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4883-7318-4184, v. 5

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EXHIBIT "A"

The Land referred to herein below is situated in the County of Skagit, State of Washington and is described as follows:

PARCEL A:

Lot 2, Short Plat No. 14-83, Revised, approved August 12, 1986, recorded August 13, 1986, in Book 7 of Short Plats, pages 108 and 109, under Auditor's File No. 8608130026, and being a portion of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M.,

Situate in the County of Skagit, State of Washington.

PARCEL B:

Lot 1, BINDING SITE PLAN NO. PL07-0187, "DAHLSTEDT FAMILY PROPERTIES BINDING SITE PLAN", approved August 10, 2011, recorded August 10, 2011 under Auditor's File No. 201108100067, records of Skagit County, Washington; being a portion of West 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress, over, under and across the east 20 feet of Lot 2, Revised Short Plat No. 14-83, approved August 12, 1986, and recorded August 13, 1986, in Volume 7 of Short Plats, pages 108 and 109, under Auditor's File No. 8608130026, records of Skagit County, Washington; Being in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M. TOGETHER WITH that portion of the east 20 feet of Lot 3, said Revised Short Plat No. 14-83, lying Northerly of the following described line: Beginning at the Southeast corner of said Lot 3; Thence North 00°05'26" East 238.00 feet (bearing called North 00°05'32" East in previous descriptions) along the east line of said Lot 3; Thence South 89°46'44" West 20.00 feet (bearing called South 89°47'05" West in previous descriptions) to the terminus of said line, except that portion thereof lying within the parcel described above.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress over, under and across the West 30 feet of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M. as described in the "Reservation of Easement" in Statutory Warranty Deed from Norman H. Dahlstedt and Patricia Louise Dahlstedt, husband and wife, to Puget Sound Power & Light Company, dated February 24, 1982, in Volume 467 of Deeds, pages 566 and 567, under Auditor's File No. 8202240060, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL C:

Lot 3, BINDING SITE PLAN NO. PL07-0187, "DAHLSTEDT FAMILY PROPERTIES BINDING SITE PLAN", approved August 10, 2011, recorded August 10, 2011 under Auditor's File No. 201108100067, records of Skagit County, Washington; being a portion of West 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress, over, under and across the east 20 feet of Lot 2, Revised Short Plat No. 14-83, approved August 12, 1986, and recorded August 13, 1986, in Volume 7 of Short Plats, pages 108 and 109, under Auditor's File No. 8608130026, records of Skagit County, Washington; Being in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M. TOGETHER WITH that portion of the east 20 feet of Lot 3, said Revised Short Plat No. 14-83, lying Northerly of the following described line: Beginning at the Southeast corner of said Lot 3; Thence North 00°05'26" East 238.00 feet (bearing called North 00°05'32" East in previous descriptions) along the east line of said Lot 3; Thence

South 89°46'44" West 20.00 feet (bearing called South 89°47'05" West in previous descriptions) to the terminus of said line, except that portion thereof lying within the parcel described above.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress over, under and across the West 30 feet of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M. as described in the "Reservation of Easement" in Statutory Warranty Deed from Norman H. Dahlstedt and Patricia Louise Dahlstedt, husband and wife, to Puget Sound Power & Light Company, dated February 24, 1982, in Volume 467 of Deeds, pages 566 and 567, under Auditor's File No. 8202240060, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL D:

Lot 4, BINDING SITE PLAN NO. PL07-0187, "DAHLSTEDT FAMILY PROPERTIES BINDING SITE PLAN", approved August 10, 2011, recorded August 10, 2011 under Auditor's File No. 201108100067, records of Skagit County, Washington; being a portion of West 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M.

Situate in the County of Skagit, State of Washington.

PARCEL E:

Lot 5, BINDING SITE PLAN NO. PL07-0187, "DAHLSTEDT FAMILY PROPERTIES BINDING SITE PLAN", approved August 10, 2011, recorded August 10, 2011 under Auditor's File No. 201108100067, records of Skagit County, Washington; being a portion of the West 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East of the Willamette Meridian.

Situate in the County of Skagit, State of Washington.

PARCEL F:

Lot 7, BINDING SITE PLAN NO. PL07-0187, "DAHLSTEDT FAMILY PROPERTIES BINDING SITE PLAN", approved August 10, 2011, recorded August 10, 2011 under Auditor's File No. 201108100067, records of Skagit County, Washington; being a portion of West 1/2 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M.

TOGETHER WITH a non-exclusive easement for ingress and egress, over, under and across the east 20 feet of Lot 2, Revised Short Plat No. 14-83, approved August 12, 1986, and recorded August 13, 1986, in Volume 7 of Short Plats, pages 108 and 109, under Auditor's File No. 8608130026, records of Skagit County, Washington; Being in a portion of the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East W.M. TOGETHER WITH that portion of the east 20 feet of Lot 3, said Revised Short Plat No. 14-83, lying Northerly of the following described line: Beginning at the Southeast corner of said Lot 3; Thence North 00°05'26" East 238.00 feet (bearing called North 00°05'32" East in previous descriptions) along the east line of said Lot 3; Thence South 89°46'44" West 20.00 feet (bearing called South 89°47'05" West in previous descriptions) to the terminus of said line.

ALSO TOGETHER WITH a non-exclusive easement for ingress and egress over, under and across the West 30 feet of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M. as described in the "Reservation of Easement" in Statutory Warranty Deed from Norman H. Dahlstedt and Patricia Louise Dahlstedt, husband and wife, to Puget Sound Power & Light Company, dated February 24, 1982, in Volume 467 of Deeds, pages 566 and 567, under Auditor's File No. 8202240060, records of Skagit County, Washington.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and roadway, over, under, across and through the east 20 feet of parcel "C" as described in "Attached as Schedule A-1" in Warranty Deed from Dahlstedt Family Properties, L.L.C., to Hughes Farms, Inc., dated November 24, 1997 and recorded January 22, 1998, in Volume 1757 of Deeds, pages 0072 through 0075, under Auditor's File Number 9801220067, records of Skagit County, Washington, and being a portion of Lot 3, Revised Short Plat No. 14-83, approved August 12, 1986, and recorded August 13, 1986, in Volume 7 of Short Plats, pages 108 and 109, under Auditor's File No. 8608130026, records of Skagit County, Washington; Being in the Northwest 1/4 of the Northwest 1/4 of Section 9, Township 34 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.