

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/13/2025

RELINQUISHMENT OF EASEMENT AND GRANT OF EASEMENT

Reference No.: 9404120131; 200405070080; 200405260057

GRANTORS: SEA-MAR COMMUNITY HEALTH CENTERS,
a Washington nonprofit corporation;
1030 HOLDING LLC,
a Washington limited liability company;
VA DEVELOPMENT LLC,
a Colorado limited liability company

GRANTEES: SEA-MAR COMMUNITY HEALTH CENTERS,
a Washington nonprofit corporation;
1030 HOLDING LLC,
a Washington limited liability company;
VA DEVELOPMENT LLC,
a Colorado limited liability company

Abbreviated Legal: Ptn Section 17, Township 34 N, Range 04 E.W.M.

Additional Legal on page: Exhibits A, B, C, D

Assessor's Tax Parcel Nos.: 340417-3-001-0000 / P25973; 340417-3-001-0505 / P25978;
340417-0-187-0002 / P25811; 8051-000-002-0000 / P121637

THIS AGREEMENT is made and entered into this 8th day of August, 2025, by
SEA MAR COMMUNITY HEALTH CENTERS, a Washington nonprofit corporation
(hereinafter "SEA-MAR"); 1030 HOLDING LLC, a Washington limited liability company
(hereinafter "1030"); and VA DEVELOPMENT LLC, a Colorado limited liability company
(hereinafter "VA").

Relinquishment of Easement and Grant of Easement
Page - 1 -

I. DESCRIPTION OF PROPERTY

WHEREAS, SEA MAR is the owner of the following described real property located in Skagit County, Washington (the "SEA MAR Parcel"):

See attached Exhibit "A".

Situate in the County of Skagit, State of Washington.

AND WHEREAS, 1030 is the owner of the following described real property located in Skagit County, Washington (the "1030 Parcel"):

See attached Exhibit "B".

Situate in the County of Skagit, State of Washington.

AND WHEREAS, VA is the owner of the following described real property located in Skagit County, Washington (the "VA Parcel"):

See attached Exhibit "C".

Situate in the County of Skagit, State of Washington.

AND WHEREAS, VA is the owner of the servient estate under that certain easement recorded under Skagit County Auditor's File No. 9404120131, which servient estate was partially extinguished under Skagit County Auditor's File No. 200405070080;

AND WHEREAS, SEA MAR, 1030 and VA wish to relinquish the remaining portion of the easement granted under Skagit County Auditor's File No. 9404120131 also as further described and/or modified in Binding Site Plan MV-BSP-02-001, under Skagit County Auditor's File No. 200405260057, which portion is the remaining portion of the easement after the partial extinguishment provided in Skagit County Auditor's File No. 200405070080 and which remaining portion of the easement is described in the attached Exhibit "D" and which is referred to below as the "Residual Easement Area";

AND WHEREAS, SEA MAR, 1030 and VA wish to establish a new easement for storm water issuing from the SEA MAR and 1030 properties;

II. RELINQUISHMENT OF EXISTING EASEMENT

NOW THEREFORE, SEA MAR and 1030, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which consideration is hereby

acknowledged, hereby relinquish any and all interests in the Residual Easement Area, including, but not limited to, easements for drainage, ingress, egress, maintenance and installation of any drainage systems or structures relating to drainage systems, and further relinquish any and all interests and all other rights in the entire VA Parcel, whether granted under Skagit County Auditor's File No's. 9404120131, 200405260057 or otherwise.

III. GRANT OF NEW EASEMENT

VA, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which consideration is hereby acknowledged, hereby conveys and quit claims to SEA MAR and 1030, the following described easement:

A non-exclusive easement for storm water drainage over, under and across the following real property:

Lot 2 of Binding Site Plan No. MV-BSP-02-001, approved May 11, 2004, recorded May 26, 2004, under Skagit County Auditor's File No. 200405260057, being a portion of the Southwest quarter of Section 17, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

IV. GENERAL PROVISIONS

- 1) Agreement is Appurtenant. Grantors and Grantees hereby agree that the parcels herein will be held, sold, transferred and conveyed subject to, benefited by and burdened by this Agreement and that this Agreement shall be binding upon all parties having or acquiring any right, title or interest in the real property owned by the Grantors and Grantees as described herein, or any part thereof, and shall inure to the benefit of the owner(s) thereof and shall otherwise in all respects be regarded as appurtenant to and running with the real property.
- 2) Costs of Construction and Maintenance. VA shall be solely responsible for the costs of construction, operation, maintenance, repair and replacement of a storm water system sufficient to accept all storm water issuing from the SEA MAR Parcel, the 1030 Parcel and the VA Parcel consistent with rules and regulations in effect as of the date of construction of the system. VA shall have the right to decommission and remove the existing detention pond and storm water system as long as VA makes sufficient provision for handling all storm water during the construction of a replacement system. SEA MAR and 1030 hereby grant VA a license to enter into those portions of the SEA MAR Parcel and the 1030 Parcel which contain portions of the existing detention pond and storm water system, as VA determines to be reasonably necessary to remove the existing detention pond and to connect other components of the SEA MAR and 1030 storm water systems to new storm water system to be constructed by VA. VA shall be solely responsible for the costs of such work.

- 3) Location of Storm Water Improvements. VA shall have the right to locate and relocate, from time to time, storm water ditches, culverts, pipes, swales, ponds, underground vaults, and any and all other related improvements on such portions of the VA Parcel, and other real property now or hereafter owned by VA as VA determines in its sole discretion. VA shall have the right to relocate, from time to time, the storm water improvements as VA determines in its sole discretion. Upon completion of construction of any such improvements, or modification or relocation of such improvements, VA may, from time to time, record an as-built survey of such improvements, or similar document, showing the portion of the VA Parcel and/or other real property on which the improvements are located or subsequently relocated. Upon recording of such a document, the easement granted above shall be automatically amended, modified and limited in area to the area shown in such document. SEA MAR and 1030 shall, upon request of VA, execute such further documents as VA may reasonably request, from time to time, to confirm the location of the easement area. The cost of all such location, modification, relocation and recordings shall be the sole responsibility of VA.
- 4) Indemnification. All work by VA shall be performed by licensed, bonded and insured contractors. VA shall indemnify and hold SEA MAR and 1030 harmless from any and all injuries and property damage resulting from work performed by VA pursuant to the easement granted above, except for damages caused by the negligent or intentional acts or omissions of the SEA MAR and/or 1030.
- 5) Damage to Improvements. In the event that SEA MAR, 1030 or VA causes identifiable damage to any storm water improvements, then that party causing the damage shall, as soon as is reasonably possible, immediately repair the damage and restore the storm water improvements to as good or better condition than existed prior to the damage.
- 6) Term of Agreement. This Agreement and the easement granted herein shall be non-exclusive and shall remain in effect in perpetuity, until terminated by the mutual written and recorded agreement of VA, 1030 and SEA MAR, or by the operation of law.
- 7) Waiver. The failure of any party to insist upon strict performance of any of the provisions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.
- 8) Construction.
- a) The subject headings of the paragraphs of this document are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.
 - b) This Agreement shall be construed and governed by the laws of the State of Washington.
 - c) The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

d) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.

9) Venue. The parties hereto do hereby consent to the jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this _____ day of _____, 2025.

SEA MAR COMMUNITY
HEALTH CENTERS, a
Washington nonprofit corporation

signed in counterpart

By: _____
Its: _____

VA DEVELOPMENT LLC,
a Colorado limited liability company

signed in counterpart

By: _____
Its: _____

1030 HOLDING LLC,
a Washington limited liability company

By: James Scott
Its: CoManaging Member

1030 HOLDING LLC,
a Washington limited liability company

By: Josh Scott
Its: CoManaging Member

- d) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 9) Venue. The parties hereto do hereby consent to the jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this _____ day of _____, 2025.

SEA MAR COMMUNITY
HEALTH CENTERS, a
Washington nonprofit corporation

1030 HOLDING LLC,
a Washington limited liability company

signed in counterpart

By: _____
Its: _____

By: James Scott
Its: _____

VA DEVELOPMENT, LLC,
a Colorado limited liability company
By: SDA Inc., Manager

1030 HOLDING LLC,
a Washington limited liability company

By: 
Its: President

By: _____
Its: _____

- d) This Agreement may not be modified or amended except by written agreement signed and acknowledged by all parties. Each party to this Agreement has had the opportunity to review this Agreement with legal counsel. No interpretation of this Agreement shall be made based upon which party drafted all or any portion of this Agreement.
- 9) Venue. The parties hereto do hereby consent to the jurisdiction and venue of the Superior Court of Skagit County, State of Washington for any matter arising out of or relating to this Agreement.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

Dated this 12 day of August, 2025.

SEA MAR COMMUNITY
HEALTH CENTERS, a
Washington nonprofit corporation

By: Rogelio Riquas
Its: CEO

VA DEVELOPMENT LLC,
a Colorado limited liability company

signed in counterpart

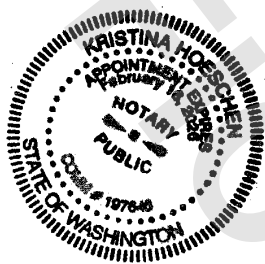
By: _____
Its: _____

1030 HOLDING LLC,
a Washington limited liability company

signed in counterpart

By: James Scott
Its: _____

I certify that I know or have satisfactory evidence that Rogelio Riojas is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the CEO of SEA-MAR COMMUNITY HEALTH CENTERS, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



[Handwritten signature]

KRISTINA PERCHEN

My appointment expires: 2/16/26

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of 1030 HOLDING LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

My appointment expires: _____

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of SEA-MAR COMMUNITY HEALTH CENTERS, a Washington nonprofit corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

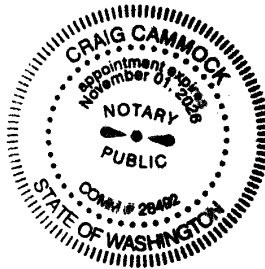
Dated: _____

 (Signature)
 NOTARY PUBLIC

 Print Name of Notary
 My appointment expires: _____

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that James Scott is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Managing member of 1030 HOLDING LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



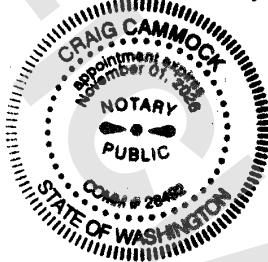
Dated: August 8 2025

 (Signature)
 NOTARY PUBLIC
CRAIG CAMMOCK

 Print Name of Notary
 My appointment expires: 11-1-2026

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that Josh Scott is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the Co-Managing Member of 1030 HOLDING LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: August 26 2025

(Signature)

NOTARY PUBLIC
CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2026

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of VA DEVELOPMENT LLC, a Colorado limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Aug 26

(Signature)

NOTARY PUBLIC

Print Name of Notary

My appointment expires: _____

State of Washington)
) ss
 County of Skagit)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of 1030 HOLDING LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

 (Signature)
 NOTARY PUBLIC

 Print Name of Notary
 My appointment expires: _____

State of Colorado)
) ss
 County of Arapahoe)

I certify that I know or have satisfactory evidence that Marc M. Biagiotti is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the President of SDA Inc., the Manager of VA DEVELOPMENT, LLC, a Colorado limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/8/2025

Cortney C. Myers
 (Signature)

NOTARY PUBLIC

Cortney C. Myers

Print Name of Notary

My appointment expires: September 13, 2027

CORTNEY C MYERS
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20074031089
 MY COMMISSION EXPIRES SEPTEMBER 13, 2027

Exhibit "A"
(Legal Description of SEA MAR Parcel)

Tract 2 of Short Plat No. MV-4-84, approved April 18, 1984, in Volume 6 of Short Plats, page 134, under Auditor's File No. 8404200015, being a portion of Tract B of Short Plat No. MV-8-77, approved April 28, 1977, recorded April 28, 1977, in Volume 2 of Short Plats, page 53, under Auditor's File No. 855522, being a portion of the Southwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., in Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Exhibit "A"

Exhibit "B"
(Legal Description of 1030 Parcel)

Skagit County Assessor's Parcel #P25978

Tract 1 of Mount Vernon Short Plat No. MV-4-84, approved April 18, 1984, and recorded April 20, 1984, in Volume 6 of Short Plats, page 134, under Auditor's File No. 8404200015, records of Skagit County, Washington, being a portion of the Southwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

TOGETHER WITH:

That portion of Tract 3 of Mount Vernon Short Plat No. MV-4-84, approved April 18, 1984, and recorded April 20, 1984, in Volume 6 of Short Plats, page 134, under Auditor's File No. 8404200015, records of Skagit County, Washington; being a portion of the Southwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., and being described as follows:

Beginning at the Southeast corner of Tract 2 of said Short Plat;
thence North $01^{\circ}11'10''$ West 80.00 feet along the East line of said Tract 2 to the Southwest corner of Tract 1 of said Short Plat;
thence South $89^{\circ}37'00''$ East 150.01 feet along the South line of said Tract 1 and said South line extended to the East line of said Tract 3;
thence South $0^{\circ}11'10''$ East 80.00 feet along said East line to an angle point in said East line which point is South $89^{\circ}37'00''$ East from the point of beginning;
thence North $89^{\circ}37'00''$ West 150.01 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Skagit County Assessor's Parcel #P25811

That portion of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, which point bears North $89^{\circ}37'00''$ West a distance of 478.98 feet from the Northeast corner of said subdivision;
thence South $0^{\circ}11'10''$ East 40 feet to a point on the South line of that certain road known as College Way and the true point of beginning of this description, said point being the Northwest corner of a tract conveyed to the State of Washington, The Department of

Exhibit "B"

Game, by Deed dated March 4, 1963, recorded March 4, 1963, under Auditor's File No. 632791;
thence continue South $0^{\circ}11'10''$ East, along the West line of said Department of Game Tract 170 feet;
thence North $89^{\circ}37'00''$ West 60 feet;
thence North $0^{\circ}11'10''$ West to a point on the South line of said College Way that is North $89^{\circ}37'00''$ West of the true point of beginning;
thence South $89^{\circ}37'00''$ East 60 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

Exhibit "B"

Exhibit "C"
(Legal Description of VA Parcel)

Lots 2, 5, and the south half of Lot 4, of Binding Site Plan No. MV-SBP-02-001, approved May 11, 2004 and recorded May 26, 2004, under Skagit County Auditor's File No. 200405260057, being a portion of the Northeast quarter of the Southwest quarter of Section 17, Township 34 North, Range 4 East, W.M.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Exhibit "C"

Exhibit "D"
(Legal Description of Residual Easement Area)

A portion of Tract 3, Mount Vernon Short Plat No. MV-4-84, approved April 18, 1984, and recorded April 20, 1984, in Volume 6 of Short Plats, Page 134, under Auditor's File No. 8404200015, records of Skagit County, Washington, being a portion of the Southwest ¼ of Section 17, Township 34 North, Range 4 East, W.M.; said portion being more particularly described as follows:

Beginning at the Southwest corner of Tract 3 of said Mount Vernon Short Plat No. MV-4-84; thence North 0 degrees 11' 10" West 30.00 feet along the West line of said Tract 3 (also being the Easterly right-of-way margin of Leigh Way); thence South 89 degrees 42' 07" East 117.04 feet parallel with and 30.00 feet North of the south line of said Tract 3; thence North 45 degrees 00' 00" East 88.76 feet to the Southerly projection of the Westerly line of Tract 2 of said Short Plat MV-4-84; thence North 0 degrees 11' 10" West 104.00 feet along said Westerly line projected to an angle point along the said North line of Tract 3 of Plat No. MV-4-84; thence continue North 0 degrees 11' 10" West 150.02 feet along the West line of said Tract 3 (also being the Southerly projection of said Tract 2) to the Southwest corner of said Tract 2; thence South 89 degrees 37' 00" East 100.00 feet along the South line, and South line projected of said Tract 2; thence South 0 degrees 11' 10" East 60.00 feet; thence North 89 degrees 37' 00" West 70.00 feet, to a point 30.00 feet Easterly of the Southerly projected West line of said Tract 2; thence South 0 degrees 11' 10" East 206.21 feet, parallel with and 30.00 feet Easterly of said Southerly projected West line of Tract 2; thence South 45 degrees 00' 00" West 113.76 feet to the South line of said Tract 3, (also being the Northerly right-of-way margin: of Roosevelt Avenue); thence North 89 degrees 42' 07" West 129.30 feet along said South line of Tract 3 to the point of beginning.

EXCEPT FOR:

That portion of Tract 3, Mount Vernon Short Plat No. MV-4-84, approved April 18, 1984, and recorded April 20, 1984, in Volume 6 of Short Plats, page 134, under Auditor's File No. 8404200015, records of Skagit County, Washington, being a portion of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.; being more particularly described as follows:

BEGINNING at the Southwest corner of said Tract 3 of Mount Vernon Short Plat No. MV-4-84 (the TRUE POINT OF BEGINNING); thence North 0°11'10" West along the West line of said Tract 3 (also being the easterly right-of-way of Leigh Way) for a distance of 30.00 feet; thence South 89°42'07" East parallel with and 30.00 feet North of the South line of said Tract 3 for a distance of 117.04 feet; thence North 45°00'00" East for a distance of 88.75 feet, more or less, to the southerly projection of the westerly line of Tract 2, of said Short Plat MV-4-84; thence North 0° 11' 10" West along said westerly line projected for a distance of 84.00 feet; thence South 89°37'00" East for a distance of 20.00 feet to a point 30.00 feet easterly of the southerly projected west line of said Tract

Exhibit "D"

2; thence South $0^{\circ}11'10''$ East parallel with and 30.00 feet easterly of said southerly projected West line of Tract 2 (also being the easterly line of said Drainage Easement recorded under Auditor's File No. 9404120131 for a distance of 96.18 feet; thence South $45^{\circ}00'00''$ West for a distance of 113.76 feet, more or less, to the South line of said Tract 3, (also being the northerly right-of-way margin of Roosevelt Avenue) at a point bearing South $89^{\circ}42'07''$ East from the TRUE POINT OF BEGINNING; thence North $89^{\circ}42'07''$ West along said South line of Tract 3 for a distance of 129.30 feet, more or less, to the TRUE POINT OF BEGINNING.

Situate in Mount Vernon, Skagit County, Washington.

Exhibit "D"

MINUTES OF SPECIAL MEETING 1030 HOLDING LLC

A special meeting of the Members of 1030 Holding LLC was held at 4:00 PM at the offices of Windermere Real Estate, in Mount Vernon on August 7, 2025. Present were James Scott, Megan O'Bryan, Nathaniel Scott, and Joshu Scott. All Members of 1030 Holding LLC being present formal written notice of the meeting was waived.

The purpose of the meeting was to approve the release of an existing storm water easement benefiting the property at 1030 East College Way, Mount Vernon, and to enter into a new easement for the same purpose. The new easement was determined to provide the same or greater level of storm water retention and protection as the existing, to-be-released easement affords, and to eliminate the cost of maintaining the existing easement.

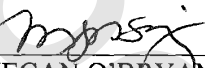
Following discussion and upon motion duly made, seconded, and carried unanimously the following were agreed, authorized, and enacted:

- A) James Scott was authorized to negotiate the terms of the release and of the replacement easement, all at no cost to 1030 Holding LLC.
- B) A Resolution authorizing any two of James Scott, Megan O'Bryan, Nathaniel Scott, and Joshua Scott to sign documents pertaining to the easement release and easement replacement would be drafted and executed by all Members.
- C) James Scott was directed to cause the necessary documents in this matter to be signed when the same were available.

There being no further business, on a motion duly made, seconded and carried unanimously, the meeting was adjourned at 4:40 PM.

DATED this 7th day of August 2025.

By _____
JAMES SCOTT

By _____
MEGAN O'BRYAN

By _____
NATHANIEL SCOTT

By _____
JOSHUA SCOTT

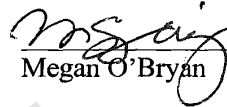
1030 Holding LLC Resolution
Re: Easement

Whereas the Members of **1030 Holding LLC**, in a Membership meeting duly constituted and held in Mount Vernon, Washington on August 7, 2025, unanimously approved the appointment of certain Members to act for and on behalf of **1030 Holding LLC** to negotiate and finalize an Easement affecting real property held by **1030 Holding LLC**, therefore:

Be It Resolved that any two of James N. Scott, Megan O'Bryan, Nathaniel Scott and Joshua Scott are hereby authorized to act on behalf of **1030 Holding LLC** to negotiate and execute an Easement affecting real property held by **1030 Holding LLC** with VA Development, LLC, a Colorado limited liability company, including signing such documents as may be necessary to create and effect such Easement.

Resolved this 7th day of August 2025.

James N. Scott


Megan O'Bryan

Nathaniel Scott


Joshua Scott

MINUTES OF SPECIAL MEETING 1030 HOLDING LLC

A special meeting of the Members of 1030 Holding LLC was held at 4:00 PM at the offices of Windermere Real Estate, in Mount Vernon on August 7, 2025. Present were James Scott, Megan O'Bryan, Nathaniel Scott, and Joshu Scott. All Members of 1030 Holding LLC being present formal written notice of the meeting was waived.

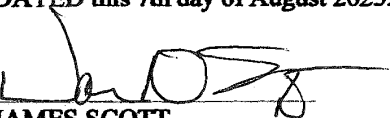
The purpose of the meeting was to approve the release of an existing storm water easement benefiting the property at 1030 East College Way, Mount Vernon, and to enter into a new easement for the same purpose. The new easement was determined to provide the same or greater level of storm water retention and protection as the existing, to-be-released easement affords, and to eliminate the cost of maintaining the existing easement.

Following discussion and upon motion duly made, seconded, and carried unanimously the following were agreed, authorized, and enacted:

- A) James Scott was authorized to negotiate the terms of the release and of the replacement easement, all at no cost to 1030 Holding LLC.
- B) A Resolution authorizing any two of James Scott, Megan O'Bryan, Nathaniel Scott, and Joshua Scott to sign documents pertaining to the easement release and easement replacement would be drafted and executed by all Members.
- C) James Scott was directed to cause the necessary documents in this matter to be signed when the same were available.

There being no further business, on a motion duly made, seconded and carried unanimously, the meeting was adjourned at 4:40 PM.

DATED this 7th day of August 2025.

By 
JAMES SCOTT

By _____
MEGAN O'BRYAN

By 
NATHANIEL SCOTT

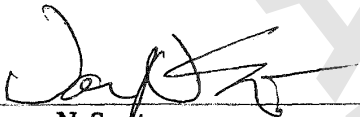
By 
JOSHUA SCOTT

1030 Holding LLC Resolution
Re: Easement

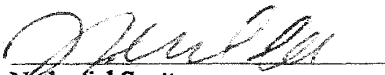
Whereas the Members of **1030 Holding LLC**, in a Membership meeting duly constituted and held in Mount Vernon, Washington on August 7, 2025, unanimously approved the appointment of certain Members to act for and on behalf of **1030 Holding LLC** to negotiate and finalize an Easement affecting real property held by **1030 Holding LLC**, therefore:

Be It Resolved that any two of James N. Scott, Megan O'Bryan, Nathaniel Scott and Joshua Scott are hereby authorized to act on behalf of **1030 Holding LLC** to negotiate and execute an Easement affecting real property held by **1030 Holding LLC** with VA Development, LLC, a Colorado limited liability company, including signing such documents as may be necessary to create and effect such Easement.

Resolved this 7th day of August 2025.


James N. Scott

Megan O'Bryan


Nathaniel Scott


Joshua Scott