

**CITY OF GRANITE FALLS  
Granite Falls, Washington**

**RESOLUTION 2024-02**

**A RESOLUTION OF THE CITY OF GRANITE FALLS, WASHINGTON,  
APPROVING THE PURCHASE AND SALE AGREEMENT,  
AUTHORIZING THE DELIVERY OF FUNDS TO CLOSING, AND  
AUTHORIZING THE CITY MANAGER TO SIGN ALL CLOSING  
DOCUMENTS FOR THE CITY TO ACQUIRE THE PROPERTY**

**WHEREAS**, the City will enter/has entered into a Purchase and Sale Agreement with amendments to acquire property located at 20013 Gun Club Rd. (copies of which are attached); and

**WHEREAS**, the public interest would be served by the acquisition of this property; and

**WHEREAS**, the City Council has authority to authorize the City Manager to execute all necessary documents to complete the purchase and to deliver funds to escrow to close;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF GRANITE FALLS, WASHINGTON AS FOLLOWS:**

1) The City Council approves the Purchase and Sale Agreement with amendments attached as Exhibit A and authorizes the City Manager to sign or ratifies his signature.

2) The City Council authorizes the City Manager to deliver the necessary funds to closing and sign all documents necessary for the City to close the purchase to acquire the property identified in Exhibit A under the terms of Exhibit A.

**PASSED** by the City Council and **APPROVED** by the Mayor this 6<sup>th</sup> day of March, 2024.

CITY OF GRANITE FALLS


By

  
Matthew Hartman, Mayor

ATTEST:

APPROVED AS TO FORM:

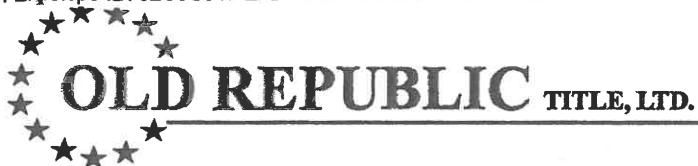
By

  
Darla Reese, City Clerk

By

  
Thom Graafstra, City Attorney

## **Exhibit A**



19020 33rd Avenue W., Suite 360 • Lynnwood WA • 98036 • (425) 776-1970 • FAX (425) 963-4227

## ESCROW INSTRUCTIONS GENERAL PROVISIONS

Property Address: 20013 Gun Club Rd  
Granite Falls, Washington 98252

Date: February 28, 2024  
Escrow No.: 5219025506-AN  
Escrow Officer: Ana Newsom

**Buyer(s):** City of Granite Falls, a Washington municipal corporation  
**Seller(s):** Evolution Properties LLC, a Washington limited liability company

The following general provisions shall apply in this escrow:

**1. Deposit and Disbursement of Funds.** The parties acknowledge and agree that all funds received in this escrow shall be deposited into an escrow account maintained by the Closing Agent, hereinafter referred to as Escrow Holder, in accordance with the following:

**A. Deposited Funds Generally Bear No Interest**

All funds received in this escrow will be deposited with other funds from other escrows in one or more escrow trusts accounts in Escrow Holder's name in FDIC insured state or national bank or savings and loan association authorized to do business in the state ("depository institution") selected by Escrow Holder and may be transferred to any other such account or accounts. The parties further acknowledge that the maintenance of such escrow accounts with depository institutions may result in the receipt by Old Republic Title, Ltd. of various bank services, accommodations and/or other benefits from the depository institutions. Old Republic Title, Ltd. or its affiliates may elect to enter into other business arrangements with such depository institutions. All such services, accommodations and other benefits will accrue to Old Republic Title, Ltd. or its affiliates. Escrow Holder will have no obligation to account to the parties for the value of such services, accommodations or other benefits. In addition, the parties hereby acknowledge that deposit insurance by the Federal Deposit Insurance Corporation (FDIC) is subject to limitations.

**B. Option for Interest Bearing Account**

Funds deposited into escrow shall not earn interest except when required by the state of Washington unless the parties execute instructions specifically directing Old Republic Title, Ltd. to deposit such funds in an interest bearing account. Upon receipt of such fully executed instructions along with an executed Form W-9 from the Depositor, Old Republic Title, Ltd. will place Depositor's initial deposit and any subsequent deposits in an interest bearing account with a licensed state or national bank or savings and loan association that is FDIC insured in the name of Old Republic Title, Ltd. as Trustee for the Depositor under the escrow assigned to this transaction. Until such time as escrow is in a position to disburse or close escrow as provided herein, any accrued interest will be credited to the account of the Depositor herein. Depositor acknowledges that there will be a service charge to the Depositor for the establishment or servicing of said interest bearing account. In addition, the parties hereby acknowledge that deposit insurance by the Federal Deposit Insurance Corporation (FDIC) is subject to limitations.

All disbursements are made by Escrow Holder's check or wire transfer unless otherwise instructed in writing.

The parties acknowledge and agree the disbursement of funds may not take place on the same business day as recordation of the document. While Escrow Holder will diligently attempt to complete all disbursements within one

business day of recordation, the parties acknowledge that recordation may not be completed with sufficient time to meet the established cutoff times for electronic transfer of funds or delivery by overnight mailing, which could result in the accrual of additional interest for any loan payoff.

**2. Prorations and Adjustments.** The parties acknowledge and agree all prorations and/or adjustments called for in this escrow are to be made on the basis of a 365 day year unless otherwise instructed in writing. At closing, Escrow Holder may adjust estimated amounts and prorations and other items that may change based on the recording date. In all acts relating, but not limited to, fire/hazard insurance, rents and rental deposits, real property taxes, and interest, Escrow Holder shall presume that the information provided to Escrow Holder by the parties to this escrow, or their agent(s), is correct and that insurance premiums have been paid.

**3. Recordation of Documents.** The parties authorize Escrow Holder to cause the recordation of any documents delivered to escrow, which in the sole discretion Old Republic Title, Ltd. are necessary and proper for the issuance of a Policy or Policies of Title Insurance in connection with this escrow. Escrow Holder is further authorized to collect a Recording Service Fee and all funds required by the applicable governmental agency to record any such documents.

**4. Authorization to Furnish Copies.** The parties authorize Escrow Holder to furnish copies of these instructions and any supplements thereto, notices of cancellation, and settlement statements to the real estate agent(s), broker(s) and lender(s) in this escrow. The parties further authorize Escrow Holder to provide copies of documents submitted or deposited by a party to any other party as necessary for compliance with Federal and State laws and regulations.

**5. Delivery of Non-Recorded Documents.** The parties acknowledge and agree that upon close of escrow, documents that are not required to be recorded may be delivered by Escrow Holder by depositing same in the United States Mail, or transmitting by email, addressed to the party entitled thereto, at the mailing address provided to Escrow Holder.

**6. Conflicting Instructions.** The parties acknowledge and agree that upon receipt of any conflicting instructions (other than cancellation instructions), Escrow Holder is no longer obligated to take any further action in connection with this escrow until further consistent instructions are received from the parties. The parties authorize Escrow Holder to hold all monies and/or instruments in this escrow until otherwise directed, either by the parties' mutual written instructions or by final order of a court of competent jurisdiction. In the event of conflicting claims to any funds or other documents, Escrow Holder shall have the absolute right, at Escrow Holder's discretion, to file an action in interpleader requiring the parties to answer and litigate their several claims and rights amongst themselves. Any such action must comply with the requisite interpleader and earnest money statutes of the State of Washington in this regard.

**7. Disclosure.** The parties acknowledge and agree Escrow Holder shall have no duty to disclose to any party to this escrow any information, which may come to Escrow Holder's attention concerning this transaction unless specifically requested to do so by any party.

**8. Right of Cancellation.** This escrow shall be deemed canceled upon Escrow Holder's receipt of any party's instruction to cancel the escrow. The parties acknowledge Escrow Holder then is no longer obligated to take any further action in connection with this escrow until receipt of mutual non-conflicting instructions from the parties. Upon receipt of mutual, non-conflicting instructions regarding the disbursement of funds in the escrow, Escrow Holder shall disburse the funds in accordance with the instructions, less fees and other costs incurred in connection with the escrow. In the absence of non-conflicting instructions regarding the disbursement of funds in the escrow, the parties authorize and instruct Escrow Holder to hold all earnest money funds in accordance with the terms of Paragraph 6 above. However, Escrow Holder may distribute all funds in excess of earnest money to the depositors of the funds or their assignees at Escrow Holder's sole discretion.

**9. Entire Agreement.** The parties acknowledge and agree these General Provisions and the escrow instructions received and accepted by Escrow Holder shall be the whole and only agreement between the parties and Old Republic Title, Ltd. regarding the obligations of Escrow Holder to complete this escrow and shall supersede and

cancel any prior instructions. Escrow Holder shall disregard and assume no responsibility for complying with any other agreement(s) between the parties, whether or not such agreement(s) have been made a part of this escrow. To the extent of any conflicts between these General Provisions and escrow instructions, and any other agreement(s) between the parties, these General Provisions and escrow instructions shall control as to the Escrow Holder's duties and obligations.

**10. Commitment Approval.** The parties acknowledge and agree that a copy of the commitment issued in conjunction with this escrow will be read and approved upon receipt and the parties will certify that there are no known liens or encumbrances, other than those shown on said commitment that affect the property which is the subject of this escrow. Approval shall be assumed absent an objection to any item in the commitment and certification shall be assumed unless Escrow Holder is provided information sufficient to identify liens or encumbrances not shown on the commitment.

**11. Matters Excluded from Coverage under Title Insurance Policy.** The parties acknowledge and agree Escrow Holder is not responsible or liable for determining that there has been compliance with any matters that are excluded from coverage under the title insurance policy to be issued in conjunction with close of this escrow including, but not limited to, county or municipal ordinances and state, county or municipal subdivision or land division regulations or laws. Reference is made to the policy form on file with the Insurance Commissioner of the State of Washington and available through the Title Company for the customer's review for a complete statement of such exclusions.

**12. Compliance with Federal, State, and Local Laws and Regulations, including Truth in Lending Act and Consumer Credit Protection Laws.** The parties acknowledge and agree Escrow Holder is not responsible or liable for determining that any person or entity is subject to Federal, State, and Local laws and regulations or that any documents submitted to or deposited with Escrow Holder comply with such laws and regulations.

**13. Licensee Status.** The parties acknowledge and agree Escrow Holder is not responsible or liable for determining that any person or entity receiving a commission or other compensation from escrow is currently and regularly licensed, or for communicating the license status of any person or entity receiving a commission or other compensation from escrow to the parties herein.

**14. Unclaimed Funds.** The parties acknowledge and agree that after three (3) years from the deposit of funds into escrow, any amounts thereafter remaining unclaimed may be escheated to the State of Washington in compliance with the State of Washington's Uniform Unclaimed Property Act.

**15. Fees and Charges.** The parties agree to pay all charges, billings, advances and expenses, including cancellation fees, that are properly chargeable to the undersigned, and further to pay any balance for fees, costs or shortages due in connection with these instructions.

**16. Payments From Escrow.** The parties acknowledge and agree Escrow Holder is acting as the disbursing agent of the parties to this escrow for all payments, such as, but not limited to, commissions, signing service providers, notary fees and termite inspections and/or reports, owed and authorized by the parties. The parties acknowledge and agree Escrow Holder may provide identifying information to the payee to facilitate crediting of the disbursement.

**17. Inspections.** The parties acknowledge and agree Escrow Holder has no obligation to order or obtain any of the inspections or reports required by this transaction.

**18. Contingencies.** The parties acknowledge and agree Escrow Holder has no obligation to monitor, schedule the timing of, or obtain any party's compliance with, any of the contingencies required by this transaction.

**19. Compliance with Lender Requirements.** The parties authorize Escrow Holder to take any action necessary to comply with these instructions and the instructions of any lender and to execute any and all documents that may be necessary or incidental to the carrying out of these instructions.

**20. Right to Resign.** Escrow Holder, at its election, shall have the right to resign as Escrow Holder under these instructions. If this right is exercised, all funds and documents may be returned to the party who deposited them, and Escrow Holder shall have no further duty, responsibility, or liability in connection with these instructions and purchase contract, if any.

**21. Professional Advice.** The parties acknowledge and agree they have the right to seek professional advice, at the parties' sole expense, before signing this or any other documents involved with this escrow transaction.

**Buyer(s):**

City of Granite Falls, a Washington municipal corporation


DocuSigned by:  
  
By: AED32A72C53E465  
Brent Kirk, City Manager

**Seller(s):**

Evolution Properties LLC, a Washington limited liability company

By: \_\_\_\_\_  
Megan Wilaby, Managing Member

Received: Old Republic Title, Ltd.

By:  \_\_\_\_\_

Date: 2/28/2024



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**SUPPLEMENT TO ESCROW INSTRUCTIONS  
FOR PURCHASE AND SALE TRANSACTION  
INCLUDING INSTRUCTIONS TO RECORD DOCUMENTS AND DISBURSE FUNDS**

Property Address: 20013 Gun Club Rd  
Granite Falls, Washington 98252

Date: February 28, 2024  
Escrow No.: 5219025506-AN  
Escrow Officer: Ana Newsom

**Buyer(s): City of Granite Falls, a Washington municipal corporation**  
**Seller(s): Evolution Properties LLC, a Washington limited liability company**

This is a part of the Escrow Instructions signed by the Buyer(s) and Seller(s) ("Parties") under the Escrow Holder's file number set forth above. Except as expressly modified, changed or amended by this supplement, all terms and conditions of the Escrow Instructions, and any previous supplements, additions or amendments thereto, shall remain in effect and are incorporated herein.

**THE SELLER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE ESCROW HOLDER UNDER THESE INSTRUCTIONS:**

Statutory Warranty Deed  
Real Estate Excise Tax Affidavit  
Misc. Closing documents

**THE BUYER HAS APPROVED, SIGNED AND DEPOSITED THE FOLLOWING DOCUMENTS WITH THE ESCROW HOLDER UNDER THESE INSTRUCTIONS:**

Statutory Warranty Deed  
Real Estate Excise Tax Affidavit  
Misc. Closing documents

**BY SIGNING THIS DOCUMENT, EACH PARTY ACKNOWLEDGES:**

**Conditions of Parties' Agreement Satisfied.** All terms and conditions of the parties' agreement have been met to my satisfaction, or will be met, satisfied or complied with outside of escrow.

**Commitment Approved.** The commitment for Title Insurance, including the legal description of the property and all attachments, supplements and endorsements to that report, issued by Old Republic Title, Ltd. under order number 5219025506, are approved by me and made a part of these instructions by this reference. The seller warrants and represents that there are no encumbrances or liens affecting the property other than the encumbrances and liens shown in the commitment. The buyer warrants and represents that there are no encumbrances or liens affecting the property of which he or she is aware, other than the encumbrances and liens shown in the commitment.

**Settlement Statement Approved.** The settlement statement prepared by the Escrow Holder is approved by me and made a part of these instructions by this reference. I agree to pay my costs, expenses and other obligations itemized on the statement. I understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject



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to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it.

**BY SIGNING THIS DOCUMENT, THE BUYER FURTHER ACKNOWLEDGES:**

**Assumed Encumbrances Approved.** I have had adequate opportunity to review the terms of payment, interest rates and conditions of any existing notes, deeds of trust, mortgages, contracts, assessments or other debts or obligations that I will assume and agree to pay in this transaction and hereby approve the same.

**Property Approved.** I have had adequate opportunity to review the seller's written disclosure statement, if any, and to inspect the property and determine the exact locations of its boundaries. The location and physical condition of the property and any buildings, improvements, plumbing, heating, cooling, electrical or septic systems on the property are approved. I understand that all inspections and approvals of the location and physical condition of the property are my sole responsibility, and are not part of the Escrow Holder's duties and responsibilities. I hereby release and agree to hold the Escrow Holder harmless from any and all claims of liability for loss or damage arising or resulting from any physical condition or defect on the property, or from the location of its boundaries.

**A written disclosure statement concerning the property, signed by the seller, was:**

- ☐ Not Received by the buyer.
- ☐ Received by the buyer on \_\_\_\_\_
- ☐ If amended, amendments were received by the buyer on \_\_\_\_\_

**THE ESCROW HOLDER IS INSTRUCTED TO PROCEED AS FOLLOWS:**

**Instruction to Close.** The Escrow Holder is authorized to perform its customary closing duties under these instructions, to deliver and record documents according to these instructions, and to disburse the funds according to the settlement statement, adjusting estimated amounts, when the Escrow Holder has the documents required to close the transaction in its possession and has, or will obtain when the documents have been delivered and recorded:

1. Sale proceeds for the seller's account in the sum of \$350,000.00, to be disbursed according to the settlement statement, and
2. A policy of title insurance issued pursuant to the Preliminary Commitment for Title Insurance referred to above, insuring the buyer with owner's or standard coverage with liability of \$350,000.00 having the usual clauses, provisions and stipulations customarily contained in the printed provisions and schedules of such policy forms, insuring the buyer's title to the property against all defects or encumbrances except those set forth in the printed exceptions and exclusions customarily contained in the printed provisions and schedules of such policy forms, matters attaching by, through or under the buyer, taxes not yet due, and the matters set forth in the following numbered paragraphs of Schedule B of the Preliminary Commitment of Title Insurance:  
8-10, 2nd 1/2 2024 Taxes
3. Such other policies of title insurance as may be required by any lenders that are providing financing for the transaction.

**Completion or Correction of Documents.** The Escrow Holder is authorized to correct any scrivener's error found in any document deposited under these instructions, and to insert as necessary the closing date, the date on which interest begins to accrue, and the dates on which payments must be made, if such items are incomplete.





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**Adjustments and Prorations.** The Escrow Holder is instructed to prorate the following for the current year: None.

**Additional Instructions:**

All terms and conditions of the Purchase and Sale Agreement dated February 06, 2024 have been met, waived or satisfied. Purchasers and Sellers instruct Old Republic Title, Ltd. to proceed and close this transaction.

The undersigned hereby instruct and authorize Old Republic Title, Ltd. NOT to obtain any evidence of hazard/fire insurance coverage for the property described herein. Any hazard/fire insurance required by buyer and/or seller shall be handled outside of escrow and Old Republic Title, Ltd. is relieved of any responsibility or liability for same.

READ AND APPROVED  
BY

Seller is receiving an "Investor / Builder Rate" for title and escrow services.

**BY SIGNING THIS DOCUMENT, THE BUYER AND SELLER FURTHER ACKNOWLEDGES:**

The Escrow Holder has not offered any legal advice or referred me to any named attorney and I acknowledge the receipt of the Disclosure Notice explaining the Limited Practice Officer's role under Washington State law. I further understand that I have the right to be represented by an attorney of my own selection and the Escrow Holder has advised me to consult with my attorney if I have any questions about the transaction or these instructions.

I have had adequate time and opportunity to read and understand these instructions and, acknowledge receipt of your Privacy Policy Notice, and all other documents to which these instructions refer.

City of Granite Falls, a Washington municipal corporation

Evolution Properties LLC, a Washington limited liability company

DocuSigned by:  
Brent Kirk  
By: \_\_\_\_\_  
Brent Kirk, City Manager

By: \_\_\_\_\_  
Megan Wilaby, Managing Member

The following documents for this transaction were received from the parties and were not selected or prepared by the Limited Practice Officer:

**Documents/Received from:**



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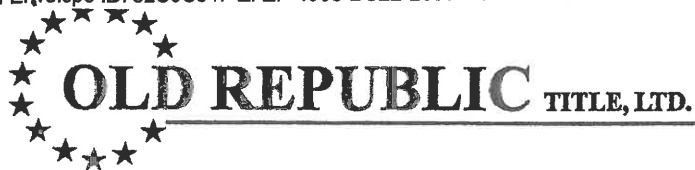
Received: Old Republic Title, Ltd.

BY

A handwritten signature, likely of a representative of Old Republic Title, Ltd., is written over a horizontal line. The signature is stylized, with a large, looped initial that resembles a capital 'R' or 'O'.

Date

2/28/2024



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## LIMITED PRACTICE OFFICER (LPO) DISCLOSURE NOTICE

Buyer(s): City of Granite Falls  
Seller(s): Evolution Properties LLC  
Property: 20013 Gun Club Rd  
Granite Falls, Washington 98252

Date: February 16, 2024  
Escrow No.: 5219025506-AN  
Escrow Officer: Ana Newsom

The Parties request that Old Republic Title, Ltd., act as the Escrow Holder in the above referenced transaction. The Limited Practice Officer in this transaction is an employee of the Escrow Holder.

The Parties understand that the services a Limited Practice Officer (LPO) licensed in accordance with Admission to Practice Rule (APR) 12 may perform in this transaction are limited by APR 12(d) and the Limited Practice Officer Rules of Professional Conduct (LPORPC). More specifically, the Parties understand and agree:

- The Limited Practice Officer is not acting as the advocate or representative of either of the Parties.
- The documents prepared by the Limited Practice Officer will affect the legal rights of the Parties.
- The Parties' interests in the documents may differ.
- The Parties have a right to be represented by Lawyers of their own selection.
- The Limited Practice Officer cannot give legal advice as to the manner in which the documents affect the Parties.

The LPO may select, prepare and complete documents in a form previously approved by the Limited Practice Board for use by others in, or in anticipation of, closing a loan, extension of credit, sale or other transfer of interest in real or personal property. All documents in connection to this transaction will be available for review by the Parties or their Legal Counsel prior to their execution.

**IF YOU WOULD LIKE TO RECEIVE A COPY OF THE DOCUMENTS PRIOR TO YOUR SIGNING APPOINTMENT OR HAVE DOCUMENTS PREPARED BY LEGAL COUNSEL OF YOUR CHOICE, PLEASE NOTIFY THE LPO IMMEDIATELY.**

The documents selected, prepared and completed by the LPO for this transaction include:

Statutory Warranty Deed  
Excise Tax Affidavit

**IF YOU DO NOT UNDERSTAND THE TRANSACTION,  
PLEASE SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL.  
THE LIMITED PRACTICE OFFICER CANNOT GIVE YOU LEGAL ADVICE.**

The Limited Practice Office (LPO) licensed under LPORPC 1.12 by the Limited Practice Board who is providing services in this transaction is:

Name of LPO: Newsom, Ana

LPO Number: 10944

\_\_\_\_\_  
Newsom, Ana

Dated: 2/16/2024

The undersigned acknowledge receipt of a copy of this disclosure notice. The undersigned have been afforded adequate time to read and the undersigned understand the above disclosure, as evidenced by their signature(s) below.

Seller(s)

Buyer(s)

Evolution Properties LLC, a Washington limited liability company

City of Granite Falls

By: Megan Wilaby  
Megan Wilaby, Managing Member

DocuSigned by:  
Brent Kirk  
By: AED32A72C53E465  
Brent Kirk

Dated 2/16/2024

Dated 2/29/2024 | 11:43 AM PST

Received: Old Republic Title, Ltd.

BY [Signature]

Date 2/16/2024

When recorded return to:

City of Granite Falls  
PO Box 1440  
Granite Falls, WA 98252

READ AND APPROVED

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### STATUTORY WARRANTY DEED

**THE GRANTOR(S) Evolution Properties LLC, a Washington limited liability company**

for and in consideration of \$10.00 and other good and valuable consideration  
in hand paid, conveys, and warrants to City of Granite Falls, a Washington municipal corporation  
the following described real estate, situated in the County of Snohomish, State of Washington:

That Portion of the Southeast quarter of the Northwest quarter of Section 18, Township 30  
North, Range 7 East, W.M., Snohomish County, Washington, described as follows:

Beginning at a point 230 feet South and 691 feet East of the Northwest corner of said  
Southeast quarter of the Northwest quarter;

THENCE South 114.72 feet;

THENCE West 160 feet;

THENCE South 100 feet;

THENCE West 150 feet;

THENCE North 214.72 feet, more or less, to a point West of the Point of Beginning;

THENCE East to the Point of Beginning;

EXCEPT that portion conveyed to the City of Granite Falls by Deed recorded under Recording  
Number 201010210470, records of Snohomish County, Washington;

EXCEPT that portion conveyed to Iron Mountain Quarry, LLC by Deed recorded under Recording  
Number 201008110425 and Re-Recording Number 201010140758 records of Snohomish  
County, Washington.

SITUATE in the County of Snohomish, State of Washington.

Subject To:

See Exhibit "A" attached hereto and made a part hereof.

Abbreviated Legal: Portion of the Southeast quarter of the Northwest quarter of Section 18, Township  
30 North, Range 7 East, W.M., Snohomish County, Washington.

Tax Parcel Number(s): 300718-002-015-00

LPB 10-05

Dated: 2/16/2024

Evolution Properties LLC, a Washington limited  
liability company

By: Megan Wilaby  
Megan Wilaby, Managing Member

State of Washington  
County of Snohomish

This record was acknowledged before me on 2/16/2024 by Megan Wilaby  
as Managing member of Evolution Properties, LLC

[Signature]  
Notary Public

My commission expires: 2/19/2027



**Exhibit "A"**

**Subject To:**

Waiver of any claims for damages by reason of Laying out and establishing of a public road,  
as provided in the Deed;

Dated : February 23, 1934

Recorded : March 1, 1934 in Official Records under Recording Number 538913

Matters as contained or referred to in an instrument,

Entitled : Survey

Recorded : September 7, 2005 in Official Records under Recording Number  
200509075006

Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any,  
based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual  
orientation, familial status, marital status, disability, veteran or military status, genetic  
information, national origin, source of income as defined in subdivision (p) of Section 12955  
of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is  
exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but  
does not discriminate against handicapped persons, as provided in an instrument

Entitled : Deed of Dedication of Right of Way

Executed by : City of Granite Falls, Washington

Dated : October 12, 2010

Recorded : October 21, 2010 in Official Records under Recording Number :  
201010210470



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## WAIVER

To: Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

Date: February 28, 2024  
Escrow No.: 5219025506-AN  
Escrow Officer: Ana Newsom

Buyer(s): City of Granite Falls  
Seller(s): Evolution Properties LLC  
Property: 20013 Gun Club Rd  
Granite Falls, WA 98252

The undersigned hereby waives the service of Old Republic Title, Ltd. in administering the disbursement of closing funds in the above described escrow necessary to satisfy unpaid charges assessed by certain providers of utilities and services, pursuant to section 60.80.020 of the Revised Codes of Washington.

### Buyer(s):

City of Granite Falls, a Washington municipal corporation

DocuSigned by:  
*Brent Kirk*  
By: AED32A72C53E465  
Brent Kirk, City Manager

### Seller(s):

Evolution Properties LLC, a Washington limited liability company

By: \_\_\_\_\_  
Megan Wilaby, Managing Member

Received: Old Republic Title, Ltd.

By \_\_\_\_\_ Date \_\_\_\_\_

AN/an  
Utility Waiver





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## COMMITMENT APPROVAL

To: Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

Date: February 28, 2024  
Escrow No.: 5219025506-AN  
Escrow Officer: Ana Newsom

The undersigned have read and hereby approve that certain Commitment issued by Old Republic Title, Ltd. under Order No. 5219025506 and dated February 07, 2024.

We have specifically read and acknowledge the legal description, title vesting, all items shown as exceptions in said Commitment and the coverage afforded by the contemplated policy of title insurance to be issued at close of escrow.

### BUYER:

City of Granite Falls, a Washington municipal corporation

By:   
AED32A72C53E465  
Brent Kirk, City Manager

Date: 2/29/2024 | 11:43 AM PST

### SELLER:

Evolution Properties LLC, a Washington limited liability company

By: \_\_\_\_\_  
Megan Wilaby, Managing Member

Date: \_\_\_\_\_



**OLD REPUBLIC** TITLE, Ltd.

19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036  
(425) 776-1970 Fax: (425) 776-5710

**SUPPLEMENTAL TO COMMITMENT**

To: Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

Attn: Ana Newsom

Supp No. : 2

Date : February 28, 2024  
Order No. : 5219025506-AN

Your Reference: CITY OF GRANITE FALLS/EVOLUTION PROPERTIES LLC

The above numbered commitment (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items:

Paragraph(s) 13 of Schedule B - Section 2 (Exceptions) of our Commitment is/are hereby deleted.

Except to the extent expressly stated, this supplemental neither modifies any of the terms and provisions of the commitment or prior supplementals, nor does it extend the effective date of the commitment or prior supplementals

Cc: FOR INFORMATION AND ASSISTANCE ON THIS ORDER CONTACT: LYNNWOOD OFFICE at (title.wa@ortc.com)

Stephanie Dvorak, Sr. Title Officer (sdvorak@ortc.com)

Caitlin Treadwell, Sr. Title Officer (ctreadwell@ortc.com)

Julia Phillips, Adv. Title Officer (jphillips@ortc.com)

Jennifer Higbee, Assistant Title Officer (jenniferh@ortc.com)

Telephone: (425) 776-4305 Fax: (425) 776-3350

Our staff can assist you with properties in King, Pierce and Snohomish Counties

JP



**OLD REPUBLIC** TITLE, Ltd.

19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036  
(425) 776-1970 Fax: (425) 776-5710

**SUPPLEMENTAL TO COMMITMENT**

To: Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

Attn: Ana Newsom

Supp No. : 1

Date : February 27, 2024

Order No. : 5219025506-AN

Your Reference: CITY OF GRANITE FALLS/EVOLUTION PROPERTIES LLC

The above numbered commitment (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items:

( x ) Paragraph(s) 15 and 16 of Schedule B - Section 2 (Exceptions) of our Commitment is/are hereby deleted.

( x ) The following is added to Schedule B - Section 2 (Exceptions) of the Commitment as Notes H and I.

NOTE H: Terms and conditions of the Operating Agreement for Evolution Properties, LLC, a Washington limited liability company, and any amendments thereto:

According to off-record information provided to the Company, Megan Wilaby, Member/Manager, is authorized to sign. If there are any changes to the authority of the Manager(s) prior to closing, please provide documentation for review to prevent closing delays.

NOTE I: Terms and conditions of the Articles of Incorporation for City of Granite Falls, a Washington municipal corporation, and any amendments thereto:

According to off-record information, as of March 6, 2024, Brent Kirk, City Manager, is authorized to sign. If there are any changes to the authority of the Signor(s) prior to closing, please provide documentation for review to prevent closing delays.

Except to the extent expressly stated, this supplemental neither modifies any of the terms and provisions of the commitment or prior supplementals, nor does it extend the effective date of the commitment or prior supplementals

Cc:

FOR INFORMATION AND ASSISTANCE ON THIS ORDER CONTACT: LYNNWOOD OFFICE at (title.wa@ortc.com)  
Stephanie Dvorak, Sr. Title Officer (sdvorak@ortc.com)  
Caitlin Treadwell, Sr. Title Officer (ctreadwell@ortc.com)  
Julia Phillips, Adv. Title Officer (jphillips@ortc.com)  
Jennifer Higbee, Assistant Title Officer (jenniferh@ortc.com)

Telephone: (425) 776-4305 Fax: (425) 776-3350

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ct



OLD REPUBLIC TITLE, Ltd.

19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036  
(425) 776-9810 Fax: (425) 776-2910

Attached Commitment Issued for the sole use of:

EVOLUTION PROPERTIES LLC  
9820 NE 200th Street  
Bothell, WA 98011

Our Order Number 5219025506-AN

Customer Reference CITY OF GRANITE FALLS/EVOLUTION  
PROPERTIES LLC

When Replying Please Contact:

Ana Newsom  
Escrow Officer  
anewsom@ortc.com  
(425) 776-9810

Property Address:

20013 Gun Club Road, Granite Falls, WA 98252

See Attached Commitment to Insure

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY



## ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY


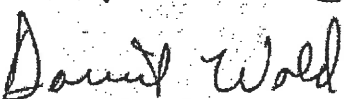
Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:  
Old Republic Title, Ltd.  
19020 33rd Avenue W., Suite 360  
Lynnwood, WA 98036

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
*A Stock Company*  
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607  
(612) 371-1111 [www.oldrepublictitle.com](http://www.oldrepublictitle.com)

Authorized Officer or Agent

By  President  
Attest  Secretary

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I—Requirements;
    - f. Schedule B, Part II—Exceptions; and
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.

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- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
  - e. The Company is not liable for the content of the Transaction Identification Data, if any.
  - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
  - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
- The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
- The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
- This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
- ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Order Number: 5219025506-AN

Customer Reference: CITY OF GRANITE  
FALLS/EVOLUTION PROPERTIES LLC

## **SCHEDULE A**

### **COMMITMENT**

- 1.** Commitment Date: February 7, 2024, at 8:00 AM
- 2.** Policy or Policies to be issued:  
  
ALTA Owner's Policy of Title Insurance - 2021  
Amount: \$350,000.00  
Premium: \$1,110.00  
Tax: \$117.66  
Rate: Short Term  
Note: Standard Coverage  
Proposed Insured: CITY OF GRANITE FALLS, WASHINGTON
- 3.** The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
- 4.** The Title is, at the Commitment Date, vested in:  
  
EVOLUTION PROPERTIES, LLC, a Washington limited liability company
- 5.** The Land is described as follows:  
  
See Legal Description Exhibit.

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Order Number: 5219025506-AN

Customer Reference: CITY OF GRANITE  
FALLS/EVOLUTION PROPERTIES LLC

## **SCHEDULE B – PART I**

### **COMMITMENT**

### **REQUIREMENTS**

All of the following Requirements must be met:

- A.** The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  - B.** Pay the agreed amount for the estate or interest to be insured.
  - C.** Pay the premiums, fees, and charges for the Policy to the Company.
  - D.** Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 1. Appropriate items must be released, satisfied or reconveyed by means satisfactory to us.
  - 2. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the completed Power of Attorney form should be submitted for review prior to closing.

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Customer Reference: CITY OF GRANITE  
FALLS/EVOLUTION PROPERTIES LLC

## **SCHEDULE B – PART II**

### **COMMITMENT**

#### **EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- A.** Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 5. (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.

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6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.

7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

8. Waiver of any claims for damages by reason of Laying out and establishing of a public road, as provided in the Deed;

Dated : February 23, 1934

Recorded : March 1, 1934 in Official Records under Recording Number 538913

9. Matters as contained or referred to in an instrument,

Entitled : Survey

Recorded : September 7, 2005 in Official Records under Recording Number 200509075006

10. Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955 of the Government Code, or ancestry, unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument

Entitled : Deed of Dedication of Right of Way

Executed by : City of Granite Falls, Washington

Dated : October 12, 2010

Recorded : October 21, 2010 in Official Records under Recording Number 201010210470

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11. Lien of Real Estate Excise Sale Tax upon any sale of said premises, as established by the Washington State Department of Revenue.

Confirm the current rate by contacting the following prior to closing:

Name of Agency : Snohomish County Treasurer  
Telephone Number : (425) 388-3366

12. GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

Year : 2024  
Amount Billed : \$2,411.95  
Amount Paid : \$0.00  
Tax Account No. : 300718-002-015-00  
Levy Code : 0304

Assessed Valuation

Land : \$235,700.00  
Improvements : \$29,700.00

13. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$148,000.00  
Trustor/Borrower : John V. Wickstrom Jr. and Debbie L. Wickstrom, husband and wife  
Trustee : Northwest Trustee Services LLC  
Beneficiary/Lender : Wells Fargo Bank, N.A.  
Dated : August 21, 2007  
Recorded : August 28, 2007 in Official Records under Recording Number 200708280428

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The record beneficial interest under said Deed of Trust as a result of the last recorded assignment thereof is,

Vested In : Federal Home Loan Mortgage Corporation, as Trustee for the benefit of the Seasoned Credit Risk Transfer Trust, Series 2018-2  
By Assignment From : Specialized Loan Servicing LLC  
Dated : March 13, 2023  
Recorded : March 13, 2023 in Official Records under Recording Number 202303130077

Substitution of Trustee under said Deed of Trust,

New Trustee : Quality Loan Service Corporation  
Dated : September 28, 2023  
Recorded : October 5, 2023 in Official Records under Recording Number 202310050105

14. Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount : \$347,400.00  
Trustor/Borrower : Evolution Properties, LLC, a Washington limited liability company  
Trustee : Reconveyance Professionals, Inc.  
Beneficiary/Lender : Rain City Capital, LLC, a Washington limited liability company  
Dated : February 1, 2024  
Recorded : February 2, 2024 in Official Records under Recording Number 202402020272

15. The following requirements must be satisfied with respect to Evolution Properties, LLC, a Washington Limited Liability Company:

1. A Copy of the Limited Liability Agreement and any amendments thereto must be submitted for our review.
2. Proof that the Certificate of Formation has been filed with the Washington State Secretary of State's Office in accordance with statute and that the LLC is in good standing.
3. All members must sign any conveyance or mortgage document unless the Agreement gives specific authority to one or more members to sign.

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16. Satisfactory evidence furnished to this Company:
- (a) as to the due formation and continued existence of City of Granite Falls as a legal entity under the laws of Washington; and
  - (b) documents from its board of directors authorizing this transaction and specifying the officers to execute on behalf of the corporation.

----- **Informational Notes** -----

- A. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 36 months prior to the date hereof except as follows:
- Statutory Warranty Deed executed by Jeannie Wickstrom, sole heir of John V. Wickstrom Jr., deceased to Evolution Properties, LLC, a Washington limited liability company recorded February 2, 2024 in Official Records under Recording Number 202402020271.
- B. Short Term Rate ("STR") applies (but may be precluded or limited by application of the above shown section(s) of our Schedule of Fees and Charges.)
- C. NOTE: This report covers land which was identified by street address and/or tax parcel number(s) – assessor's parcel number(s) when the order was opened.
- D. If you would like the Company to act as Trustee in a proposed Deed of Trust, please note that Old Republic Title, Ltd. may act as Trustee of a Deed of Trust under RCW 61.24.010(1).

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- E. All documents must meet the margin and legibility requirements as set forth by the Washington State Legislature under RCW 38-18-010 and RCW 65-04-015. If your documents fail to meet these requirements the County may reject them for recording, which could delay your closing.

Documents for King, Snohomish and Pierce Counties should be delivered to our Lynnwood office at 19020 33rd Ave W #360, Lynnwood WA 98036.

#### LAST RELEASE TIMES:

<u>E-RECORDING:</u>	<u>REGULAR RECORDING:</u>
King County: Non-Excise Only, 3:25 p.m.	2:25 p.m.
Pierce County: Both Excise and Non-Excise 3:25 p.m.	n/a
Snohomish County: Both Excise and Non-Excise	
3:25 p.m. Monday through Thursday	2:25 p.m.
2:55 p.m. Friday	1:55 p.m.

Transactions that include the payment of excise tax must include the excise tax check payable to Old Republic Title, Ltd.

Please allow sufficient time for your documents to be reviewed and processed. Our last run to King County leaves at 1:40 p.m. Monday through Friday.

- F. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service Area on or after February 1, 1990.

For further information please contact the King County Wastewater Treatment Division at: (206)-296-1450.

- G. Property Address: 20013 Gun Club Road, Granite Falls, WA 98252

KSS/MO

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**ORDER NO. : 5219025506-AN**

## **LEGAL DESCRIPTION EXHIBIT**

The land referred to is situated in the County of Snohomish, City of Granite Falls, State of Washington, and is described as follows:

That Portion of the Southeast quarter of the Northwest quarter of Section 18, Township 30 North, Range 7 East, W.M., Snohomish County, Washington, described as follows:

Beginning at a point 230 feet South and 691 feet East of the Northwest corner of said Southeast quarter of the Northwest quarter;

THENCE South 114.72 feet;

THENCE West 160 feet;

THENCE South 100 feet;

THENCE West 150 feet;

THENCE North 214.72 feet, more or less, to a point West of the Point of Beginning;

THENCE East to the Point of Beginning;

EXCEPT that portion conveyed to the City of Granite Falls by Deed recorded under Recording Number 201010210470, records of Snohomish County, Washington;

EXCEPT that portion conveyed to Iron Mountain Quarry, LLC by Deed recorded under Recording Number 201008110425 and Re-Recording Number 201010140758 records of Snohomish County, Washington.


SITUATE in the County of Snohomish, State of Washington.

### **ABBREVIATED LEGAL**

Portion of the Southeast quarter of the Northwest quarter of Section 18, Township 30 North, Range 7 East, W.M., Snohomish County, Washington.

Tax Account No. 300718-002-015-00

Updated 1/1/2023

 <b>OLD REPUBLIC TITLE</b>	
<b>FACTS</b>	<b>WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?</b>

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> — to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

<b>Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)</b>
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## Who we are

<b>Who is providing this notice?</b>	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.
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## What we do

<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a>
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company</i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Old Republic Title doesn't jointly market.</i></li> </ul>

### Affiliates Who May be Delivering This Notice

<b>American First Title &amp; Trust Company</b>	<b>American Guaranty Title Insurance Company</b>	<b>Attorneys' Title Fund Services, LLC</b>	<b>Compass Abstract, Inc.</b>	<b>eRecording Partners Network, LLC</b>
<b>Genesis Abstract, LLC</b>	<b>Guardian Consumer Services, Inc.</b>	<b>iMarc, Inc.</b>	<b>L.T. Service Corp.</b>	<b>Lenders Inspection Company</b>
<b>Lex Terrae National Title Services, Inc.</b>	<b>Lex Terrae, Ltd.</b>	<b>Mississippi Valley Title Services Company</b>	<b>Old Republic Branch Information Services, Inc.</b>	<b>Old Republic Diversified Services, Inc.</b>
<b>Old Republic Escrow of Vancouver, Inc.</b>	<b>Old Republic Exchange Company</b>	<b>Old Republic National Ancillary Services, Inc.</b>	<b>Old Republic Title and Escrow of Hawaii, Ltd.</b>	<b>Old Republic National Title Insurance Company</b>
<b>Old Republic Title Company</b>	<b>Old Republic Title Company of Conroe</b>	<b>Old Republic Title Company of Nevada</b>	<b>Old Republic Title Company of Oklahoma</b>	<b>Old Republic Title Company of Oregon</b>
<b>Old Republic Title Company of St. Louis</b>	<b>Old Republic Title Information Concepts</b>	<b>Old Republic Title Insurance Agency, Inc.</b>	<b>Old Republic Title, Ltd.</b>	<b>RamQuest Software, Inc.</b>
<b>Republic Abstract &amp; Settlement, LLC</b>	<b>Sentry Abstract Company</b>	<b>Surety Title Agency, Inc.</b>	<b>Trident Land Transfer Company, LLC</b>	

**ORDER NO. : 5219025506**

**EXHIBIT A**

The land referred to is situated in the County of Snohomish, City of Granite Falls, State of Washington, and is described as follows:

That Portion of the Southeast quarter of the Northwest quarter of Section 18, Township 30 North, Range 7 East, W.M., Snohomish County, Washington, described as follows:

Beginning at a point 230 feet South and 691 feet East of the Northwest corner of said Southeast quarter of the Northwest quarter;

THENCE South 114.72 feet;

THENCE West 160 feet;

THENCE South 100 feet;

THENCE West 150 feet;

THENCE North 214.72 feet, more or less, to a point West of the Point of Beginning;

THENCE East to the Point of Beginning;

EXCEPT that portion conveyed to the City of Granite Falls by Deed recorded under Recording Number 201010210470, records of Snohomish County, Washington;

EXCEPT that portion conveyed to Iron Mountain Quarry, LLC by Deed recorded under Recording Number 201008110425 and Re-Recording Number 201010140758 records of Snohomish County, Washington.

SITUATE in the County of Snohomish, State of Washington.

**ABBREVIATED LEGAL**

Portion of the Southeast quarter of the Northwest quarter of Section 18, Township 30 North, Range 7 East, W.M., Snohomish County, Washington.

Tax Account No. 300718-002-015-00



**Certificate Of Completion**

Envelope Id: 52C0C347EA2F4963BC22286912922D7C

Subject: Complete with DocuSign:

Source Envelope:

Document Pages: 40

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Status: Completed

Envelope Originator:

Ashley Gill

275 Battery St Ste 1500

San Francisco, CA 94111-3334

agill2@ortc.com

IP Address: 192.31.144.251

**Record Tracking**

Status: Original

2/29/2024 9:44:24 AM

Holder: Ashley Gill

agill2@ortc.com

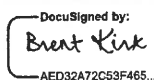
Location: DocuSign

**Signer Events**

Brent Kirk

brent.kirk@ci.granite-falls.wa.us

Public Works Supervisor, Granite Falls

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
Brent Kirk  
AED32A72C53F465...

Signature Adoption: Pre-selected Style

Using IP Address: 50.34.250.62

**Timestamp**

Sent: 2/29/2024 9:48:29 AM

Viewed: 2/29/2024 11:42:32 AM

Signed: 2/29/2024 11:43:46 AM

**Authentication Details**

Identity Verification Details:

Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae

Workflow Name: Phone Authentication

Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call

Transaction Unique ID: dc7f9a47-a650-5a78-b30d-0030f08c4c07

Result: Phone Verification Passed

Selected Method: Phone Call

Phone Number: +1 360-691-6441

Performed: 2/29/2024 11:00:52 AM

Identity Verification Details:

Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae

Workflow Name: Phone Authentication

Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call

Transaction Unique ID: 472c51d5-cef8-55ca-b138-372582746633

Result: Phone Verification Passed

Selected Method: SMS

Phone Number: +1 425-583-1000

Performed: 2/29/2024 11:39:13 AM

Identity Verification Details:

Workflow ID: c368e411-1592-4001-a3df-dca94ac539ae

Workflow Name: Phone Authentication

Workflow Description: Recipient will need to authenticate with their phone number via SMS or a phone call

Transaction Unique ID: 89823c5d-e42d-5b9b-8edb-b53102de2c2c

Result: Phone Verification Passed

Selected Method: SMS

Phone Number: +1 425-583-1000

Performed: 2/29/2024 11:47:14 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/13/2024 10:59:31 AM

ID: 1a944e49-815c-4ac6-bf9a-c0812d182d3d

Company Name: Old Republic Title Company

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/29/2024 9:48:29 AM

Envelope Updated

Security Checked

2/29/2024 11:30:14 AM

Certified Delivered

Security Checked

2/29/2024 11:42:32 AM

Signing Complete

Security Checked

2/29/2024 11:43:46 AM

Completed

Security Checked

2/29/2024 11:43:46 AM

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

In providing products and services to you, Old Republic Title (we, us or Company) may be required by law to provide you with certain written notices or disclosures. We are pleased to provide you the option to receive such notices and disclosures and to sign documents related to your transaction electronically. Described below are the terms and conditions for providing you such notices and disclosures electronically and signing documents through the DocuSign electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I consent to use Electronic Records and Signatures" box on the Request for Signature page.

### **Getting paper copies**

At any time, you may request from us a paper copy of any document ("electronic record") provided or made available to you electronically by us. You will have the ability to download and print any documents we send to you electronically for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, you may request delivery of any such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us and sign documents electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosures in paper format and withdraw your consent to receive notices and disclosure electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures and sign documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required documents to you in paper format, and then wait until we receive back your acknowledgment of receipt of such paper notices or disclosures or signed documents. To indicate to us that you are changing your mind and wish to withdraw consent to receive required notices and disclosures and sign documents electronically, follow the procedures described.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide to you electronically all required notices and disclosures, authorizations, acknowledgements, and other transactional documents that are provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures and other documents to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the mail via the U.S. Postal Service or other delivery service. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

We may, in our sole discretion, provide required documents and obtain your signature in paper format even if you have consented to receive and sign documents electronically.

### **How to contact Old Republic Title:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [e-signatures@ortc.com](mailto:e-signatures@ortc.com)

**To advise Old Republic Title of your new e-mail address**

To let us know of a change in your email address where we should send notices and disclosures and other documents electronically to you, you must send an email message to us at [e-signatures@ortc.com](mailto:e-signatures@ortc.com) and in the body of such request you must state: your previous email address and your new email address, the transaction number and property address.

**To request paper copies from Old Republic Title**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send an email to us at [e-signatures@ortc.com](mailto:e-signatures@ortc.com) and in the body of such request you must state your email address, full name, US Postal Service address, and telephone number, transaction number and property address. We will let you know of fees at that time, if any, prior to billing you.

**To withdraw your consent with Old Republic Title**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. Decline to sign a document by selecting "Decline to Sign" under Other Actions and clicking the box to withdraw consent, or you may;
- ii. Send an email to us at [e-signatures@ortc.com](mailto:e-signatures@ortc.com) and in the body of such request you must state your email address, full name, US Postal Service address, telephone number, transaction number and property address.

The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

**Required hardware and software\*\***

Operating Systems:	Windows® XP, Windows Vista®; Windows 7, Mac OS® X
Browsers	Internet Explorer® 7.0 or above (Windows only); Mozilla Firefox® 3.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac OS only), Google Chrome® 5.0 or above
PDF Reader	Acrobat ® or similar software may be required to view and print PDF files
Email	Access to a valid email account
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements materially change, we will provide you with the revised hardware and software requirements and ask you to re-confirm your consent to receive and sign materials electronically.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this disclosure electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receive notices and disclosures exclusively in electronic format and sign electronic documents on the terms and conditions described above, please let us know by clicking the "I consent" box. By clicking the "I consent" box, I confirm that:

- I can access and read this Electronic Record and Signature Disclosure ("Disclosure") document; and
- I can print on paper the Disclosure or save or send it to a place where I can print it, for future reference and access; and
- Until or unless I notify Old Republic Title as described above, I consent to electronically sign and receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other transactional documents that are required to be provided or made available to me by Old Republic Title during the course of my business relationship with you.