

David Svaren  
816 Fairhaven Ave  
Burlington, WA 98233

SKAGIT COUNTY AUDITOR

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T-74958 **9502140031**

LAND TITLE COMPANY OF SKAGIT COUNTY

REAL ESTATE CONTRACT

RECORDED 4 FILE  
REQUEST OF \_\_\_\_\_

1. PARTIES AND DATE. This Contract is entered into on February 8<sup>th</sup>, 1995, between HARDIN'S, INC., a Washington corporation; EARL HARDIN and LOGIA HARDIN, husband and wife, as "Seller", and MUHKTIAR FARMS USA, INC., a Washington corporation, as "Buyer".

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skagit County, State of Washington:

**"See Attached Legal Description - Exhibit A"**

3. PERSONAL PROPERTY. No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:

	\$ <u>800,000</u>	Total Price
Less	(\$ <u>200,000</u> )	Down Payment
Less	(\$ <u>0</u> )	Assumed Obligation(s)
Results in	\$ <u>600,000</u>	Amount financed by Seller.

(b) PAYMENT OF AMOUNT FINANCED BY SELLER. Buyer agrees to pay the sum of \$600,000 as follows:

Annual payments due on December 15th each year until seller is fully paid. The first annual payment shall be in the amount of interest that has accrued on the principal balance from the date of closing until December 15, 1995. Thereafter, the annual payments shall be in the sum of \$60,000 plus all interest that has accrued since the last annual payment. The final payment shall be due and owing on December 15, 2005. Interest on the principal balance shall be computed at the rate of 7.5% per annum on the declining balance. Buyer may pay up to an additional \$50,000 per year toward the principal balance without incurring a penalty. Buyer must obtain Seller's prior written consent before making any payments in excess of those allowed herein. In the event Buyer makes payment in excess of the payment provisions set forth hereinabove without Seller's permission then, in that event, Seller may declare a penalty which Buyer agrees to pay. The amount of the penalty shall be the amount such excess payment has increased Seller's Tax obligations owing to the County, State or Federal Government.

6727

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

**9502140031** 1

FEB 14 1995

Amount Paid \$ 12,240.00  
By ke Skagit Co. Treasurer  
Dep't

BK 1413PG0600

UNOFFICIAL DOCUMENT

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN December 15, 2005. Payments are applied first to interest and then to principal. Payments shall be made at: 625 Worline Road, Bow, Washington, 98232, or at such other place as the Seller may hereafter indicate in writing.

5. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the Fulfillment Deed.

6. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

7. ADDITIONAL TERMS. Buyer agrees that Seller shall be entitled to retain possession of certain portions of the property being sold hereunder subject to the terms set forth hereinbelow:

(a) 661 Worline Road:

The premises commonly known as 661 Worline Road are occupied by the Hardin's former daughter-in-law subject to the terms of a Decree of Dissolution of Marriage. Seller shall retain possession of these premises until August 31, 1996, at which time Seller shall place Buyer in possession of the premises. It shall be Seller's obligation to pay all property taxes on the premises which come due and owing while they are in Seller's possession and it shall be the Seller's further obligation to take steps to evict the tenant, if necessary, at the end of her term of occupancy.

(b) 625 Worline Road:

Seller occupies the premises commonly known as 625 Worline Road as Seller's primary place of residence. Seller may retain possession of said premises so long as said premises remain Seller's primary place of residence. The premises consist of the House, Yard, Garden and Machine Shed. Seller shall be responsible for payment of property taxes on these premises for so long as they serve as Seller's primary place of residence.

8. TAXES, ASSESSMENT AND UTILITY LIENS. Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If Real Estate Taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

9. INSURANCE. Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may, within 30 days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

10. NONPAYMENT OF TAXES AND UTILITIES CONSTITUTING LIENS. If Buyer fails to pay taxes or assessments, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

11. CONDITION OF PROPERTY. Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

12. RISK OF LOSS. Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

13. WASTE. Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

14. AGRICULTURAL USE. If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

15. CONDEMNATION. Seller and Buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within thirty (30) days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

16. **DEFAULT.** If Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

- (a) **Suit for Installments.** Sue for any delinquent periodic payment; or
- (b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- (c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller, and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller ten (10) days after the forfeiture.
- (d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and

payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.

17. RECEIVER. If Seller has instituted any proceedings specified in Paragraph 15 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

18. BUYER'S REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after thirty (30) days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

19. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

20. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.

21. NOTICES. Notices shall be either personally served or shall be sent Certified Mail, Return Receipt Requested and by Regular First Class Mail to Buyer at: P.O. Box 68, Sumas, Washington, 98295, and to Seller at: 625 Worline Road, Bow, Washington, 98232, or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

22. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.

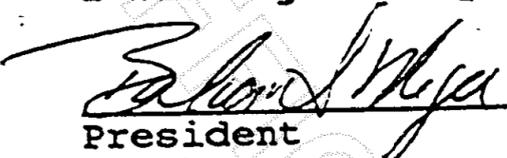
23. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

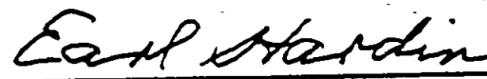
24. DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condempnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 8<sup>th</sup> day of February, 1995.

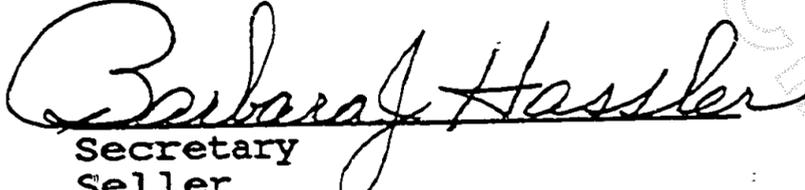
MUKHTIAR FARMS USA, INC.,  
a Washington corporation

HARDIN'S, INC., a Washington  
corporation

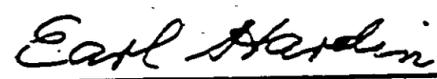
  
\_\_\_\_\_  
President  
Purchaser

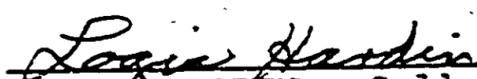
  
\_\_\_\_\_  
President  
Seller

  
\_\_\_\_\_  
Secretary  
Purchaser

  
\_\_\_\_\_  
Secretary  
Seller

AND

  
\_\_\_\_\_  
EARL HARDIN, Seller

  
\_\_\_\_\_  
LOGAN HARDIN, Seller

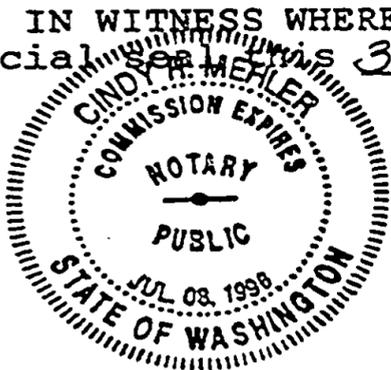
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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Balwant Neger  
and Mukhtiar Neger, SA., to be known to be the President and  
Secretary, respectively, of MUHKTIAR FARMS USA, INC., the  
corporation that executed the within and foregoing instrument, and  
acknowledged the said instrument to be the free and voluntary act  
and deed of said corporation for the uses and purposes therein  
mentioned, and on oath stated that they were duly authorized to  
execute the said instrument and that the seal affixed is the  
corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
official seal this 31<sup>st</sup> day of January, 1995.

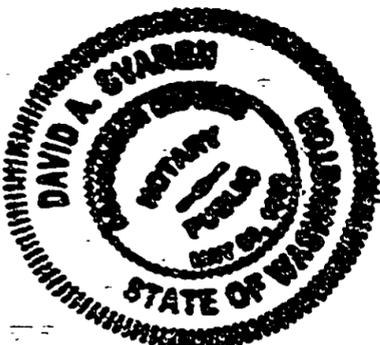


Cindy R. Mehler  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Bellingham, my commission  
expires: 07/03/96.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Earl Hardin  
and \_\_\_\_\_, to be known to be the President and  
Secretary, respectively, of HARDIN'S, INC., the corporation that  
executed the within and foregoing instrument, and acknowledged the  
said instrument to be the free and voluntary act and deed of said  
corporation for the uses and purposes therein mentioned, and on  
oath stated that they were duly authorized to execute the said  
instrument and that the seal affixed is the corporate seal of said  
corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my  
official seal this 1<sup>st</sup> day of February, 1995.



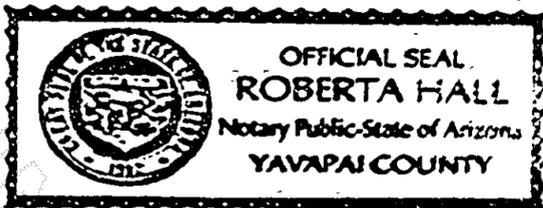
David A. Sharen  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Burlington, my commission  
expires: 5-1-98.



STATE OF ARIZONA )  
 ) SS  
COUNTY OF YAVAPAI )

On this day personally appeared before me BARBARA J. HASSLER, to be known to be the Secretary of HARDIN's, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be her free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 8 day of February, 1995.

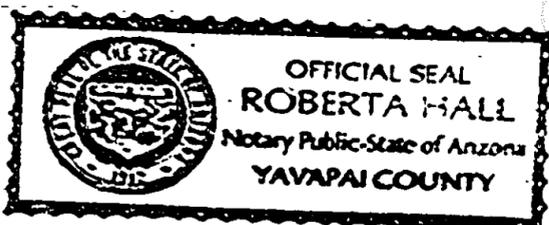


Roberta Hall  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Quartzsite, my commission  
expires: 10-08-98.

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF YAVAPAI )

THIS CERTIFIES that on this 8 day of February, 1995, personally appeared before me LOGIA HARDIN, the wife of Earl Hardin, to me known to be one of the individuals described in and who executed the foregoing instrument, and acknowledged the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Roberta Hall  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Quartzsite, my commission  
expires: 10-08-98.

Schedule "A-1"

T-74958

DESCRIPTION:

PARCEL "A":

That portion of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 35, Township 36 North, Range 3 East, W.M., lying South of the North Samish River, as now re-located, by deed dated December 13, 1974 and recorded December 17, 1974 as Auditor's File No. 811284.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lots 3 and 4, Section 2, Township 35 North, Range 3 East, W.M., lying Southerly of the North Samish River; EXCEPT that portion thereof, if any, that might lie Easterly of the Westerly line of the Great Northern Railway right of way;

ALSO EXCEPT that portion, thereof, lying within the following described tract:

Beginning at the Southeast corner of said Government Lot 3; thence North along the East line of Government Lot 3 a distance of 45 rods; thence West  $46 \frac{1}{2}$  rods; thence South  $11^{\circ}30'$  West 45 rods, more or less, to the South line of Government Lot 3; thence East to the point of beginning.

ALSO EXCEPT county road along the West line thereof.

ALSO EXCEPT the South 11 acres thereof, as conveyed to Harry G. Jackson by deed dated January 23, 1946 and recorded February 25, 1946 as Auditor's File No. 388708 in Volume 207 of Deeds, page 38.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

The South 11 acres of the following described property:

Government Lot 4, Section 2, Township 35 North, Range 3 East, W.M., EXCEPT road and that portion of Government Lot 3 in said Section described as follows:

Beginning at the Southwest corner of said Government Lot 3; thence East 420.75 feet; thence Northerly along the Easterly line of those premises conveyed to Harry G. Jackson by deed dated January 23, 1946, filed February 25, 1946, and File No. 388708 and recorded in Volume 297 of Deeds

-continued-

Schedule "A-1"

T-74958

DESCRIPTION CONTINUED:

Parcel "C" Continued:

at page 38 to the Westerly line of the Great Northern Railway Company's right of way;  
thence Northwesterly following said railroad right of way to the North line of said Government Lot 3;  
thence West to the Northwest corner of said Government Lot 3;  
thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

That portion of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  and of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of Government Lot 3, in said section;  
thence West to the Southwest corner of Government Lot 4 in said Section;  
thence South 882.75 feet;  
thence South  $59\frac{1}{2}^{\circ}$  East to the South line of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section;  
thence East 99 feet;  
thence South 99 feet;  
thence East parallel with said South line to the East line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section;  
thence North to the point of beginning; EXCEPT roads, ditch and railroad right of way, EXCEPT that portion of said premises lying Easterly of the Great Northern Railway Company's right of way, and EXCEPT that portion of said premises described as follows:

Beginning at the intersection of the East line of the County road with the Southwest line of said premises in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section;  
thence South  $59\frac{1}{2}^{\circ}$  East along said Southwesterly line 200 feet;  
thence North parallel to the East line of said County road 150 feet;  
thence North  $59\frac{1}{2}^{\circ}$  West parallel with said Southwesterly line 200 feet to the East line of said County road;  
thence South along said East line 150 feet to the point of beginning.

ALSO, EXCEPT those portions described as follows:

- 1.) That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

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Schedule "A-1"

T-74958

DESCRIPTION CONTINUED:

PARCEL "D" #1 Continued:

Beginning at the Southwest corner of said Northwest  $\frac{1}{4}$ ; thence South  $89^{\circ}48'01''$  East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North  $00^{\circ}02'28''$  West, parallel to the West line of said Northwest  $\frac{1}{4}$  of Section 2, a distance of 395.00 to the true point of beginning; thence North  $89^{\circ}57'32''$  East, a distance of 76.01 feet to an intersection with the Southwesterly line of a tract conveyed to Gilbert Slind etux by deed recorded March 12, 1974 under Auditor's File No. 797733; thence North  $59^{\circ}32'28''$  West, along said Southwesterly line of the Slind tract, a distance of 88.22 feet to a point on the Easterly line of Worline Road; thence South  $00^{\circ}02'28''$  East, parallel to the West line of said Section 2, a distance of 44.71 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

- 2.) That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest  $\frac{1}{4}$ ; thence South  $89^{\circ}48'01''$  East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road; thence North  $00^{\circ}02'28''$  West, parallel to the West line of said Northwest  $\frac{1}{4}$  of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux, by deed recorded March 12, 1974 under Auditor's File No. 797733; thence South  $59^{\circ}32'28''$  East, along the Northeasterly line of said Slind tract a distance of 78.37 feet to the true point of beginning; thence continuing South  $59^{\circ}32'28''$  East along said Northeasterly line a distance of 66.71 feet; thence North  $00^{\circ}02'28''$  West a distance of 33.86 feet; thence South  $89^{\circ}57'32''$  West a distance of 57.48 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

-continued-

Schedule "A-1"

T-74958

DESCRIPTION CONTINUED:

PARCEL "E":

That portion of Government Lot 3 in Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the intersection of the Westerly line of the Great Northern Railway Company's right of way and the South line of said Government Lot 3;  
thence West to a point 420.75 feet East of the Southwest corner of said Government Lot 3;  
thence Northerly along the Easterly line of those premises conveyed to Harry G. Jackson by deed dated January 23, 1946, filed February 25, 1946, as File No. 388708 and recorded in Volume 207 of deeds, at page 38, to the Westerly line of said Railroad right of way;  
thence Southeasterly along said Westerly line to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the following described tract in the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., which lies Northeasterly of the County road:

Beginning at a point on the West line of said Section, at a point which is 882.75 feet South of the Southwest corner of Government Lot 4, in said Section;  
thence South  $59\frac{1}{2}^{\circ}$  East 858 feet, more or less, to the East and West center line of said Section;  
thence East 99 feet;  
thence South 99 feet;  
thence East 16.5 feet to intersect a line parallel with the distant 874.5 feet East of the West line of the Section;  
thence South along said parallel line to the South line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section;  
thence West to the West line of the Section;  
thence North to the point of beginning, EXCEPT road and ditch rights of way, and EXCEPT the following described tract:

-continued-

T-74958

Schedule "A-1"

## DESCRIPTION CONTINUED:

Parcel "F" Continued:

Beginning at a point 1163.4 feet South and 734.4 feet East of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2 at the intersection of the East line of the County road and the North line of private road, as shown by the fences of said roads; thence North  $70^{\circ}$  East 174 feet to the bank of slough; thence following along slough bank South  $49^{\circ}37'$  East 148 feet; thence South  $4^{\circ}48'$  West 104 feet; thence South  $31^{\circ}48'$  East 34 feet to the South line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence West 179 feet, more or less, along said South line to the East line of the County road; thence North  $32^{\circ}15'$  West along road line to the point of beginning.

ALSO, EXCEPT that portion described as follows:

Beginning at a point 1163.4 feet South and 734.4 feet East of the Northwest corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 2, at the intersection of the East line of the County road and the North line of a private road; thence North  $70^{\circ}$  East 174 feet to the bank of slough; thence Northwesterly along said slough to its intersection with an existing fence line; thence Southwesterly along said fence, as said fence now exists, to a point on the Easterly line of the County road, which is 10 feet, more or less, Northwesterly (as measured along said road) from the point of beginning; thence Southeasterly along the Easterly line of said County road to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

That portion of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  lying Southwesterly of the Great Northern Railway Company's right of way. Also that portion of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  lying Southwesterly of the Great Northern Railway Company's right of way and North of a line drawn parallel with and 99 feet South of the North line of said subdivision.

All in Section 2, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

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T-74958

Schedule "A-1"

DESCRIPTION CONTINUED:

PARCEL "H":

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest  $\frac{1}{4}$ ;  
 thence South  $89^{\circ}48'01''$  East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road;  
 thence North  $00^{\circ}02'28''$  West, parallel to the West line of said Northwest  $\frac{1}{4}$  of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux, by deed recorded March 12, 1974 under Auditor's File No. 797733 and the true point of beginning;  
 thence South  $59^{\circ}32'28''$  East, along the Northeasterly boundary of said Slind tract, a distance of 78.37 feet;  
 thence South  $89^{\circ}57'32''$  West, a distance of 67.52 feet to the Easterly line of Worline Road;  
 thence North  $00^{\circ}02'28''$  West, along said Easterly line, a distance of 39.77 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "I":

That portion of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southwest corner of said Northwest  $\frac{1}{4}$ ;  
 thence South  $89^{\circ}48'01''$  East, along the East/West centerline of said Section 2, a distance of 30.00 feet to the Easterly line of Worline Road;  
 thence North  $00^{\circ}02'28''$  West, a parallel to the West line of said Northwest  $\frac{1}{4}$  of Section 2, a distance of 550.00 feet to the most Northerly corner of a tract conveyed to Gilbert Slind etux, by deed recorded March 12, 1974 under Auditor's File No. 797733;  
 thence South  $59^{\circ}32'28''$  East, along the Northeasterly boundary of said Slind tract, a distance of 145.08 feet to the true point of beginning;  
 thence continuing South  $59^{\circ}32'28''$  East, along said Northeasterly line, a distance of 54.93 feet to the Northeast corner of said Slind tract;  
 thence South  $00^{\circ}02'28''$  East, along the East line of said Slind tract, a distance of 150.00 feet to the Southeast corner thereof;  
 thence North  $59^{\circ}32'28''$  West, along the Southwesterly line of said Slind tract, a distance of 111.78 feet;  
 thence North  $89^{\circ}57'32''$  East, a distance of 48.99 feet;  
 thence North  $00^{\circ}02'28''$  West, a distance of 121.14 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

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