

RETURN ADDRESS:

**KEYBANK
ASSOCIATION
101 HOLLY STREET
P.O. BOX 6
BELLINGHAM, WA 98227**

**NATIONAL
WA-31-23-0206**



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Kathy Hill, Skagit County Auditor
6/30/2000 Page 1 of 35 3:58:44PM



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ISLAND TITLE CO.

B16459 ✓

DEED OF TRUST

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. TRILLIUM CORPORATION

Grantee(s)/Assignee/Beneficiary:

KEYBANK NATIONAL ASSOCIATION, Beneficiary
CHICAGO TITLE, Trustee

Legal Description: NE Q OF NE Q OF SEC 18, TWN 35 N, R 7 E

Additional on page 2

Assessor's Tax Parcel ID#: 330527, 330528, 330533, 350402, 350403-A, 350403-B, 350410,
350701, 350702, 350703, 350704, 350705, 350707, 350708, 350709, 350710, 350717, 350718,
350805, 350806, 350921, 350922, 360303, 360313, 360314, 360315, 360322, 360323, 360325,
360326, 360404, 360406, 360407, 360408, 360426, 360427, 360434, 360435, 361120, 361129,
361130 330527-3-001-0008 *ADDITIONAL

SEE PAGE MARKED EXHIBIT B FOR *TAX ASSESSOR'S NUMBERS

THIS DEED OF TRUST IS DATED JUNE 29, 2000, among TRILLIUM CORPORATION, whose mailing address is 4350 CORDATA PARKWAY, BELLINGHAM, WA 98226 (referred to below as "Grantor"); KEYBANK NATIONAL ASSOCIATION, whose mailing address is 101 HOLLY STREET, P.O. BOX 6 WA-31-23-0206, BELLINGHAM, WA 98227 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and CHICAGO TITLE (referred to below as "Trustee").

DEED OF TRUST
(Continued)

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in **SKAGIT County, State of Washington (the "Real Property")**:

SEE EXHIBIT "A"

The Real Property or its address is commonly known as BARE LAND, SKAGIT COUNTY, WA 98226. The Real Property tax identification number is 330527, 330528, 330533, 350402, 350403-A, 350403-B, 350410, 350701, 350702, 350703, 350704, 350705, 350707, 350708, 350709, 350710, 350717, 350718, 350805, 350806, 350921, 350922, 360303, 360313, 360314, 360315, 360322, 360323, 360325, 360326, 360404, 360406, 360407, 360408, 360426, 360427, 360434, 360435, 361120, 361129, 361130.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the Indebtedness.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means KEYBANK NATIONAL ASSOCIATION, its successors and assigns. KEYBANK NATIONAL ASSOCIATION also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation TRILLIUM CORPORATION.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

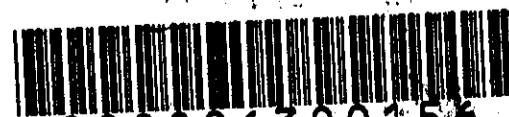
Lender. The word "Lender" means KEYBANK NATIONAL ASSOCIATION, its successors and assigns.

Note. The word "Note" means the Note dated June 29, 2000, in the original principal amount of **\$5,000,000.00** from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.



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Kathy Hill, Skagit County Auditor

**DEED OF TRUST
(Continued)**

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that the environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means CHICAGO TITLE and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, (a) declare immediately due and payable all sums secured by this Deed of Trust or (b) increase the interest rate provided for in the Note or other document evidencing the Indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.



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Kathy Hill, Skagit County Auditor

DEED OF TRUST
(Continued)

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$5,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$500.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured;



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DEED OF TRUST
(Continued)

(c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.



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Kathy Hill, Skagit County Auditor

**DEED OF TRUST
(Continued)**

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Deed of Trust or any of the Related Documents.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the



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Kathy Hill, Skagit County Auditor

DEED OF TRUST
(Continued)

appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.



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Kathy Hill, Skagit County Auditor

DEED OF TRUST
(Continued)

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SKAGIT County, Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.



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DEED OF TRUST
(Continued)

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire and final understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Annual Report. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Washington. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Washington.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

TRILLIUM CORPORATION

By: 

BRUCE CLAWSON, EXEC. VICE PRESIDENT

By: 

DAVID R. SYRE, CHIEF EXEC. OFFICER



2000-06300156

Kathy Hill, Skagit County Auditor

6/30/2000 Page 9 of 35 3:58:44PM

06-29-2000
Loan No 9001

DEED OF TRUST
(Continued)

Page 10

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF WHATCOM) ss



On this 30TH day of JUNE, 20 00, before me, the undersigned Notary Public, personally appeared **BRUCE CLAWSON, EXEC. VICE PRESIDENT;** and **DAVID R. SYRE, CHIEF FIN. OFFICER** of **TRILLIUM CORPORATION**, and personally known to me or proved to me on the basis of satisfactory evidence to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Julie R. Laverne Residing at BELLINGHAM, WA
Notary Public in and for the State of WA My commission expires 7/26/04

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____ Beneficiary: _____
By: _____
Its: _____

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Kathy Hill, Skagit County Auditor

6/30/2000 Page 10 of 35 3:58:44PM

EXHIBIT "A" - LEGAL DESCRIPTION

IN SNOHOMISH COUNTY WASHINGTON:

PARCEL 280708:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 7 EAST. W.M., IN SNOHOMISH COUNTY, WASHINGTON.

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF STORM LAKE (MERO) ROAD.

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF STORM LAKE (MERO) COUNTY ROAD.

(ALSO KNOWN AS LOTS A - N OF DECLARATION OF SEGREGATION RECORDED UNDER AUDITOR'S FILE NUMBER 9011060200.)

PARCEL 290708-A:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE WEST ALONG THE NORTH LINE THEREOF A DISTANCE OF 413.82 FEET; THENCE SOUTH 31° 15' WEST TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID SECTION 8; THENCE NORTH ALONG SAID EAST SECTION LINE TO THE POINT OF BEGINNING;

EXCEPT THAT CERTAIN TRACT OF LAND, BEING A STRIP 60 FEET IN WIDTH, AS CONVEYED TO SNOHOMISH COUNTY FOR A PUBLIC ROAD BY QUIT CLAIM DEED RECORDED OCTOBER 27, 1938 UNDER AUDITOR'S FILE NO. 635248 AND BY QUIT CLAIM DEED DATED DECEMBER 20, 1940, RECORDED SEPTEMBER 26, 1941 UNDER AUDITOR'S FILE NO. 713171.

PARCEL 290708-B:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; LESS THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND LESS THAT PORTION LYING WEST OF THE WESTERLY LINE OF ROBE-MENZEL ROAD; LESS COUNTY ROAD, ALL IN SECTION 8, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 290709-A:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST 1122 FEET; THENCE NORTH 660 FEET; THENCE EAST 1122 FEET; THENCE SOUTH 660 FEET TO THE POINT OF BEGINNING: AND

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST 198 FEET; THENCE NORTH 660 FT; THENCE WEST 198 FEET; THENCE SOUTH TO THE POINT OF BEGINNING; ALL IN SECTION 9, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

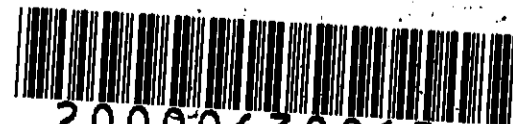


EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 290709-B:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9; THENCE SOUTH 1320 FEET; THENCE EAST 1320 FEET; THENCE NORTH 920 FEET; THENCE WEST 800 FEET; THENCE NORTH 400 FEET; THENCE WEST TO THE POINT OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN LAKE ROESINGER ROAD;

ALL IN SECTION 9, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 290709-C:

THE NORTH HALF OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 9, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON. LESS RIGHTS OF WAY FOR COUNTY ROADS.

PARCEL 290716:

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 290725:

THE NORTH HALF; THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT A STRIP OF LAND 40 FEET IN WIDTH WITHIN THE SAID SOUTH HALF OF THE NORTHWEST QUARTER CONVEYED TO SNOHOMISH COUNTY BY DEED DATED OCTOBER 2, 1928 AND RECORDED OCTOBER 17, 1928 UNDER AUDITOR'S FILE NO. 437876;

AND EXCEPT TRACT CONVEYED TO EVERETT, A MUNICIPAL CORPORATION, BY DEED UNDER AUDITOR'S FILE NO. 461085, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 25, WHICH IS 390 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH $68^{\circ} 21'$ EAST 1 FOOT; THENCE SOUTH $70^{\circ} 21'$ EAST 338.8 FEET; THENCE SOUTH $68^{\circ} 19'$ EAST 520.1 FEET; THENCE SOUTH $9^{\circ} 44'$ EAST 85.3 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

AND EXCEPT ROADS.

PARCEL 290734:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 290735:

THE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTH HALF OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 29 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 300701-A:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND ALL THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING NORTHERLY OF THE MOUNTAIN LOOP HIGHWAY: EXCEPT COUNTY ROADS.

ALL IN SECTION 1, TOWNSHIP 30 NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300701-B:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 30 NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON, LYING SOUTHERLY OF MOUNTAIN LOOP HIGHWAY AS DEEDED TO SNOHOMISH COUNTY BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 568489.

PARCEL 300704:

THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 7 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

LESS COUNTY ROAD;

AND LESS RIGHT OF WAY RECORDED UNDER AUDITOR'S FILE NUMBER 611464.

PARCEL 300712:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 7 EAST OF W.M., SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300804:

THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY. WASHINGTON.

AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY. WASHINGTON.

PARCEL 300805:

THE NORTH HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300806:

GOVERNMENT LOTS 3 THROUGH 6; THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 300807:

THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, ALSO ALL THAT PORTION OF THE WEST 25 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTHERLY OF COUNTY ROAD IN SECTION 7, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON
LESS THAT PORTION, IF ANY, WITHIN COUNTY ROAD.

PARCEL 300809:

THE WEST HALF OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER; AND ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING SOUTH AND EAST OF CENTER OF STREAM THAT FLOWS DIAGONALLY SOUTH AND WEST ACROSS SAID SUBDIVISION; EXCEPTING THAT PART, IF ANY, LYING WITHIN THE RIGHT OF WAY FOR COUNTY ROADS, ALL IN SECTION 9, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300810-A:

THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 8 EAST, W M., IN SNOHOMISH COUNTY. WASHINGTON.
AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.
AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 8 EAST, W M., IN SNOHOMISH COUNTY, WASHINGTON.
AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300810-B:

THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300811:

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 NORTH, RANGE 8 EAST. W.M. IN SNOHOMISH COUNTY, WASHINGTON.
AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300814:

THE EAST HALF OF THE NORTHWEST QUARTER; NORTHWEST QUARTER OF THE NORTHWEST QUARTER, EXCEPT THAT PORTION AS CONVEYED TO SNOHOMISH COUNTY UNDER AUDITOR'S FILE NO. 535366; ALL THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTHERLY OF STILLAGUAMISH RIVER; AND ALL THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING NORTHWESTERLY OF THE STILLAGUAMISH RIVER; AND ALL THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER LYING SOUTH OF THE COUNTY ROAD, ALL IN SECTION 14, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 300815-A:

THE NORTH THREE-QUARTERS OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH THREE-QUARTERS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15. TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300815-B:

THE NORTH HALF OF THE NORTHEAST QUARTER, AND THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTH OF EXISTING COUNTY ROAD.

PARCEL 300815-C:

ALL THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 15; THENCE WEST ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 15 FOR 1,543.69 FEET; THENCE DUE NORTH 348.79 FEET TO AN IRON PIPE; THENCE NORTH 27° 33'00" WEST, 175.00 FEET; THENCE DUE NORTH 92.71 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF THE SOUTH STILLAGUAMISH HIGHWAY, PROJECT NR7-B; THENCE NORTH 84° 57'00" EAST ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN 427.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03° 56'20" EAST, 113.19 FEET TO THE CENTERLINE OF A CREEK; THENCE SOUTH 29° 44'00" WEST ALONG THE CENTERLINE OF SAID CREEK FOR 98 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF SOUTH FORK OF THE STILLAGUAMISH RIVER; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY BANK OF SAID RIVER TO THE EAST AND WEST CENTERLINE OF SAID SECTION 15; THENCE EAST ALONG THE EAST AND WEST CENTERLINE OF SAID SECTION 15 TO THE EAST QUARTER CORNER THEREOF; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 15 TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID SOUTH STILLAGUAMISH HIGHWAY; THENCE WESTERLY ALONG THE SAID SOUTHERLY RIGHT OF WAY MARGIN TO THE TRUE POINT OF BEGINNING, ALL IN SECTION 15, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL 300818:

GOVERNMENT LOTS 2 AND 3; SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, IN SECTION 18, TOWNSHIP 30 NORTH, RANGE 8 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL 300920:

THE SOUTHWEST QUARTER EXCEPT FORMER RIGHT OF WAY OF THE HARTFORD EASTERN RAILWAY COMPANY, AND LESS ROAD, AND LESS THE TRIANGULAR TRACT COMPRISING 1 1/2 ACRES, MORE OR LESS, LYING BETWEEN THE NORTH LINE OF THE ABOVE-DESCRIBED TRACT, THE RIVER AND THE HIGHWAY; ALSO EXCEPTING THAT PORTION CONVEYED TO SNOHOMISH COUNTY FOR RIGHT OF WAY PURPOSES ON JUNE 19, 1952, ALL IN SECTION 20, TOWNSHIP 30 NORTH, RANGE 9 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 320925:

GOVERNMENT LOTS 5 AND 8 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 32 NORTH, RANGE 9 EAST, W.M. EXCEPT THAT PORTION THEREOF WITHIN THE N. SAUK RIVER ROAD. SITUATE IN SNOHOMISH COUNTY, WASHINGTON

IN SKAGIT COUNTY, WASHINGTON:

PARCEL 330527:

THE NORTH HALF OF THE SOUTHWEST QUARTER; SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; GOVERNMENT LOTS 3 AND 4; ALL IN SECTION 27, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT COUNTY ROAD, AS CONVEYED UNDER AUDITOR'S FILE NO. 206155, RECORDS OF SKAGIT COUNTY, WASHINGTON;

PARCEL 330528:

ALL OF SECTION 28, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT ROAD AS CONVEYED UNDER AUDITOR'S FILE NO. 206155, RECORDS OF SKAGIT COUNTY, WASHINGTON; AND EXCEPT THE WEST HALF OF THE SOUTHWEST QUARTER;

PARCEL 330533:

THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER; THE SOUTH HALF OF THE SOUTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 33 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT ROAD RIGHT-OF-WAY KNOWN AS LAKE CAVANAUGH ROAD NO. 315, AS GRANTED UNDER AUDITOR'S FILE NO. 206155, RECORDS OF SKAGIT COUNTY, WASHINGTON;

PARCEL 350402:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING WESTERLY OF THE WESTERLY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY RIGHT-OF-WAY. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350403-A:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350403-B:

THE WEST HALF OF GOVERNMENT LOT 2; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN; EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEEDS RECORDED APRIL 14, 1915, UNDER AUDITOR'S FILE NOS. 107444 AND 107452, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350410:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 350701:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; GOVERNMENT LOTS 3 AND 4, SECTION 1, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT COUNTY ROAD;
ALSO EXCEPT THAT CERTAIN 100 FOOT STRIP CONVEYED TO SKAGIT COUNTY FOR ROAD BY DEED RECORDED JULY 9, 1970, UNDER AUDITOR'S FILE NO. 741026, RECORDS OF SKAGIT COUNTY, WASHINGTON;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350702:

THE NORTH HALF; THE NORTH HALF OF THE SOUTHWEST QUARTER; AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT THAT CERTAIN 100 FOOT STRIP CONVEYED TO SKAGIT COUNTY BY DEED RECORDED JULY 9, 1970, UNDER AUDITOR'S FILE NO. 741026, RECORDS OF SKAGIT COUNTY, WASHINGTON;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350703:

THE NORTH HALF; THE SOUTH HALF OF THE SOUTHWEST QUARTER; NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTH HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 3, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY DEEDS RECORDED JULY 9, 1970 AND SEPTEMBER 20, 1971, UNDER AUDITOR'S FILE NOS. 741026 AND 758244, RECORDS OF SKAGIT COUNTY, WASHINGTON, RESPECTIVELY;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350704:

GOVERNMENT LOTS 1, 2, 3, AND 4, AND THE SOUTH HALF OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350705:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350707:

THE SOUTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER, SECTION 7, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.
SITUATE IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 350708:

THE SOUTH HALF OF THE NORTHWEST QUARTER; THE NORTH HALF OF THE SOUTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 8, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;

A STRIP OR PIECE OF LAND 50 FEET WIDE, BEING 25 FEET WIDE ON EITHER SIDE OF THE CENTERLINE OF THE LOGGING RAILWAY OF LYMAN TIMBER COMPANY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING FROM A POINT ON A CURVE 80 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TANGENT OF SAID POINT BEING NORTH 58°15'00" EAST; THENCE ON A 08°00'00" CURVE TO THE LEFT TURNING THROUGH AN ANGLE OF 34°30'00", 431 FEET; THENCE NORTH 23°45'00" EAST, 340 FEET; THENCE ON A 07°00'00" CURVE TO THE RIGHT TURNING THROUGH AN ANGLE OF 21°45'00", 311 FEET; THENCE NORTH 45°30'00" EAST APPROXIMATELY 540 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;

A STRIP OF LAND 50 FEET WIDE ACROSS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 8, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, FOR A RAILROAD AS NOW CONSTRUCTED AS CONVEYED TO SOUND VIEW PULP COMPANY BY DEED RECORDED APRIL 21, 1938, IN VOLUME 174 OF DEEDS, PAGE 412, UNDER AUDITOR'S FILE NO. 301294, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 350709:

THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 9;
A STRIP OR PIECE OF LAND 50 FEET WIDE, BEING 25 FEET WIDE ON EITHER SIDE OF THE CENTERLINE OF THE LOGGING RAILWAY OF LYMAN TIMBER COMPANY AS SAME IS NOW LOCATED AND ESTABLISHED THROUGH AND UPON THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, TO WIT:

BEGINNING AT A POINT ON THE SECTION LINE APPROXIMATELY 193 FEET SOUTH OF THE QUARTER CORNER BETWEEN SECTIONS 8 AND 9; THENCE SOUTH 87°00'00" EAST, 2,090 FEET; THENCE ON A 06°00'00" CURVE TO THE LEFT TURNING THROUGH AN ANGLE OF 19°00'00", FOR A DISTANCE OF 317 FEET; THENCE NORTH 68°00'00" EAST APPROXIMATELY 235 FEET TO A POINT ON THE CENTERLINE OF SECTION 9 APPROXIMATELY 175 FEET SOUTH OF THE CENTER CORNER OF SAID SECTION 9;

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 9, LYING NORTH OF THE LANDS AND RIGHT-OF-WAY OWNED BY OR IN USE BY THE GREAT NORTHERN RAILWAY COMPANY;

EXCEPT ALL ROAD AND RAILROAD RIGHTS-OF-WAY OVER AND ACROSS SAID PREMISES.

AND EXCEPT THAT PORTION CONVEYED TO WILLIS ENTERPRISES BY DEED RECORDED OCTOBER 14, 1991, UNDER AUDITOR'S FILE NO. 9110140046 AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 9; THENCE SOUTH 01°07'38" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 16, A DISTANCE OF 86.59 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTH 80°40'32" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1,287.73 FEET; THENCE NORTH 00°25'49" EAST PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 639.98 FEET; THENCE SOUTH 83°51'29" WEST, A DISTANCE OF 1,277.00 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°25'49" WEST ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER TO THE POINT OF BEGINNING.

PARCEL 350710:

THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER, LYING NORTHWESTERLY OF BAKER LAKE ROAD, AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED JULY 9, 1970, UNDER AUDITOR'S FILE NO. 741026, RECORDS OF SKAGIT COUNTY, WASHINGTON, IN SECTION 10, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350717:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT THAT PORTION LYING WITHIN THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT-OF-WAY. SITUATE IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 350718:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN; THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, LYING NORTHERLY OF PUGET SOUND AND BAKER RIVER RAILWAY COMPANY RIGHT-OF-WAY;

AND THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, CONTAINED WITHIN A STRIP OF LAND 100 FEET IN WIDTH, BEING 50 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, 175.00 FEET, MORE OR LESS, NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY CURVING LEFT AND THEN RIGHT TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, 670.00 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER THEREOF; CONTINUING THENCE NORTHEASTERLY ACROSS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, CURVING RIGHT AND THEN LEFT, TO A POINT ON THE EAST LINE THEREOF, 435.00 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350805:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350806:

THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350921:

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 350922:

THE NORTH HALF OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; GOVERNMENT LOTS 1, 2, 3, 4, 5 AND 6; THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360303:

GOVERNMENT LOTS 3 AND 4 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360313:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN; SITUATE IN SKAGIT COUNTY, WASHINGTON
EXCEPT ROAD RIGHTS-OF-WAY



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 360314: (45,46)
THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE
3 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT ROAD RIGHTS-OF-WAY;
SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360315:
THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP
36 NORTH, RANGE 3 EAST, W.M., SITUATE IN SKAGIT COUNTY,
WASHINGTON.

PARCEL 360322:
A STRIP OF LAND 25 FEET WIDE FOR ROADWAY THE CENTERLINE OF SAID
STRIP DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 328 FEET SOUTH OF THE NORTHWEST CORNER OF
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 22,
TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., THENCE NORTHEASTERLY TO A
POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE
NORTHWEST QUARTER, 303 FEET EAST OF THE NORTHWEST CORNER THEREOF.
SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL 360323:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER,
LYING SOUTHERLY OF THE ROAD AND WESTERLY OF THE OLD RAILROAD; AND
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
THE SOUTHEAST QUARTER, LYING SOUTHERLY OF THE ROAD EXTENDING OVER
AND ACROSS SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER IN
SECTION 23, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE
MERIDIAN;
EXCEPT ROAD RIGHTS-OF-WAY. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360325:
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;
EXCEPT ROAD RIGHTS-OF-WAY. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360326:
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THAT PORTION OF
THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, LYING SOUTHERLY
OF THE EASTERLY AND WESTERLY ROAD AND EASTERLY OF THE NORTHERLY
AND SOUTHERLY ROAD; THE SOUTH 100 FEET OF THAT PORTION OF THE
NORTHEAST QUARTER OF THE NORTHWEST QUARTER, LYING SOUTHERLY AND
EASTERLY OF THE ROAD; THE NORTH 100 FEET OF THAT PORTION OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, LYING EASTERLY OF THE
ROAD; THE SOUTH HALF OF THE NORTHEAST QUARTER; THAT PORTION OF
THE WEST HALF OF THE SOUTHEAST QUARTER, LYING NORTHERLY OF THE
CENTERLINE OF COLONY CREEK; AND THE NORTHEAST QUARTER OF THE
SOUTHEAST QUARTER;
EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST
QUARTER OF THE SOUTHEAST QUARTER, LYING SOUTHWESTERLY OF COLONY
CREEK, ALL IN SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE
WILLAMETTE MERIDIAN;
EXCEPT ROAD RIGHTS-OF-WAY. SITUATE IN SKAGIT COUNTY, WASHINGTON



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 360404:

GOVERNMENT LOT 1; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; SECTION 4,
TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;
THAT PORTION OF THE SOUTH 3/4 OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF SAID SECTION 4, LYING EAST OF THE CCC ROAD;
EXCEPT THAT PORTION LYING WITHIN SHORT PLAT NO. 156-79 AS
RECORDED UNDER AUDITOR'S FILE NO. 8210150017, RECORDS OF SKAGIT
COUNTY, WASHINGTON;

AND EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY BY DEED
RECORDED UNDER AUDITOR'S FILE NO. 8203250068, RECORDS OF SKAGIT
COUNTY, WASHINGTON;

THAT PORTION OF THE NORTH 3/4 OF THE NORTHWEST QUARTER OF THE
SOUTHWEST QUARTER OF SAID SECTION 4, LYING EAST OF THE CCC ROAD;
EXCEPT APPROXIMATELY 2 ACRES BEGINNING IN THE SOUTHWEST CORNER OF
THE ABOVE DESCRIBED TRACT WHERE THE SOUTH LINE OF THE ABOVE
DESCRIBED TRACT MEETS THE EASTERLY LINE OF THE CCC ROAD FOR A
POINT OF BEGINNING;

THENCE EAST ALONG SAID SOUTHERLY LINE OF THE ABOVE DESCRIBED
TRACT A DISTANCE OF 300.00 FEET; THENCE NORTH A DISTANCE OF
325.00 FEET; THENCE WEST TO THE EASTERLY LINE OF THE CCC ROAD;
THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE CCC ROAD TO THE
POINT OF BEGINNING;

THE NORTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER;

THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SAID SECTION 4;

TOGETHER WITH AN EASEMENT FOR A ROAD RIGHT-OF-WAY OVER THE SOUTH
HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST
QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE
MERIDIAN, WITH THE RIGHT TO BUILD AND MAINTAIN A ROAD THEREOF,
THIS RIGHT-OF-WAY TO BE 60 FEET WIDE, BEING 30 FEET ON EITHER
SIDE OF THE CENTERLINE, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ABANDONED BLOEDEL-DONOVAN COMPANY
RAILROAD RIGHT-OF-WAY, NOW BEING USED AS A ROAD, THIS POINT BEING
1,550.00 FEET NORTH AND 520.00 FEET EAST OF THE SOUTHWEST CORNER
OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE
MERIDIAN; THENCE SOUTH 39°00'00" 121.00 FEET; THENCE SOUTH
84°00'00" EAST 123.00 FEET; THENCE SOUTH 53°00'00" EAST 363.00
FEET; THENCE SOUTH 08°00'00" 76.00 FEET; THENCE SOUTH 26°00'00"
EAST 41.00 FEET; THENCE SOUTH 10°00'00" EAST 192.00 FEET; THENCE
SOUTH 14°00'00" EAST 259.00 FEET; THENCE SOUTH 41°00'00" EAST
67.00 FEET; THENCE NORTH 36°00'00" EAST 115.00 FEET; THENCE NORTH
04°00'00" WEST 54.00 FEET; THENCE NORTH 40°00'00" EAST INTO THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 4;
AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP
36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, SITUATE IN
SKAGIT COUNTY, WASHINGTON.

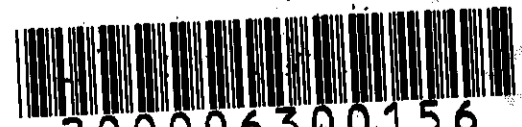


EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 360406:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 6, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6;
EXCEPT ABBY ROAD;

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, LYING EASTERLY OF U.S. HIGHWAY 99, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 253009, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT ANY PORTION WITHIN ABBY ROAD;

AND THE SOUTHEAST QUARTER OF SAID SECTION 6, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360407:

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7;
EXCEPT THE SOUTHWEST QUARTER THEREOF;

AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 7, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 02°20'00" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 7, A DISTANCE OF 87.87 FEET; THENCE NORTH 45°24'05" WEST, A DISTANCE OF 128.38 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SOUTHEAST QUARTER; THENCE SOUTH 88°28'10" EAST, A DISTANCE OF 87.87 FEET, MORE OR LESS TO THE POINT OF BEGINNING. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360408:

THE WEST 60 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION LYING SOUTH OF THE NORTH MARGIN OF THE COUNTY ROAD AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 463822;

AND EXCEPT THE WEST 12.00 FEET OF THE SOUTH 314.00 FEET OF THE REMAINDER. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360426:

THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION LYING NORTHEASTERLY OF THE SAMISH RIVER AS IT EXISTED OCTOBER 20, 1977. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360427:

THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN;

EXCEPT THAT PORTION LYING NORTHWESTERLY OF THE CENTERLINE OF THE SAMISH RIVER. SITUATE IN SKAGIT COUNTY, WASHINGTON

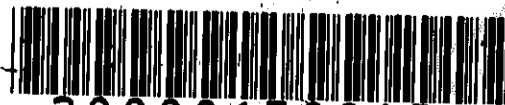


EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 360434:

THE NORTHEAST QUARTER; THE EAST HALF OF THE NORTHWEST QUARTER;
THE EAST HALF OF THE SOUTHWEST QUARTER; THE NORTH HALF OF THE
SOUTHEAST QUARTER AND, THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE
WILLAMETTE MERIDIAN. SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL 360435:

THE WEST HALF OF THE NORTHWEST QUARTER IN SECTION 35, TOWNSHIP 36
NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN. SITUATE IN
SKAGIT COUNTY, WASHINGTON

PARCEL 361120:

GOVERNMENT LOT 12 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 11 EAST
OF THE WILLAMETTE MERIDIAN; SITUATE IN SKAGIT COUNTY, WASHINGTON;

PARCEL 361129:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN,
SITUATE IN SKAGIT COUNTY, WASHINGTON, SITUATE IN SKAGIT COUNTY,
WASHINGTON;

PARCEL 361130:

GOVERNMENT LOTS 3 AND 10, SECTION 30, TOWNSHIP 36 NORTH, RANGE 11
EAST OF THE WILLAMETTE MERIDIAN, SITUATE IN SKAGIT COUNTY,
WASHINGTON;



EXHIBIT "A" - LEGAL DESCRIPTION

IN WHATCOM COUNTY, WASHINGTON:

PARCEL 370301-A:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., EXCEPT BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, 240 FEET EAST OF THE NORTHWEST CORNER OF THE SAID SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 300 FEET; THENCE EAST 300 FEET; THENCE NORTH 300 FEET; THENCE WEST 300 FEET TO THE POINT OF BEGINNING.

AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 1, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370301-B:

GOVERNMENT LOTS 1 AND 2, SECTION 1, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370302:

THE SOUTHEAST QUARTER, EXCEPT PART PLATTED AS "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; TOGETHER WITH BLOCKS 1, 2, 3, 4, 5 AND 6, "EAST HAVEN ADDITION TO FAIRHAVEN," WHATCOM COUNTY, WASHINGTON, RECORDED IN BOOK 2 OF PLATS, PAGE 82, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE; ALSO TOGETHER WITH GOVERNMENT LOTS 3 AND 4; ALSO TOGETHER WITH THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER; AND ALSO TOGETHER WITH THE WEST 100 FEET OR 6 ACRES OF LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OR COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE SOUTH 160 RODS OR TO THE SOUTHWEST CORNER SOUTHEAST QUARTER OF NORTHEAST QUARTER, THENCE EAST 100 FEET, THENCE NORTH 160 RODS OR TO NORTH LINE OF LOT 1, THENCE WEST 100 FEET TO THE POINT OF BEGINNING, SECTION 2, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370304:

THE EAST 3/4 OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND A TRACT OF LAND LOCATED IN GOVERNMENT LOT 3, MORE FULLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 4, SAID POINT OF BEGINNING BEING THE NORTHEAST CORNER OF A 13.5 ACRE TRACT OF LAND ABOUT 1648 FEET NORTHERLY FROM THE CENTER OF SAID SECTION 4, AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID TRACT TO THE EASTERLY LINE OF THE LAND EMBRACED IN "GALLAGHER'S ADDITION TO SEHOME, W.T.," THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID "GALLAGHER'S ADDITION TO SEHOME, W.T.," 474 FEET, MORE OR LESS, THENCE EAST TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION, 4, THENCE SOUTH ALONG SAID NORTH AND SOUTH CENTER LINE TO THE PLACE OF BEGINNING. TOGETHER WITH GOVERNMENT LOTS 1 AND 2, LESS ROADS; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE WEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LESS ROADS, SECTION 4, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 370310:

ALL OF BLOCKS 1, 2, 3, 4, 5, 6, 7 AND 8, MENLO PARK, AN ADDITION TO SEHOME AND FAIRHAVEN, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 68, RECORDS OF WHATCOM COUNTY, WASHINGTON.

PARCEL 370311-A:

GOVERNMENT LOT 4 (ALSO DESCRIBED AS THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER), SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON. ALSO THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370311-B:

THE WEST HALF OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 11, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370313:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370314:

THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL LOCATED IN SECTION 14, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370321:

TRACTS 1 THROUGH 16, INCLUSIVE, NOLTE'S ADDITION TO FAIRHAVEN, AS RECORDED IN BOOK 3 OF PLATS, PAGE 28, RECORDS OF WHATCOM COUNTY, WASHINGTON; THE SOUTHEAST QUARTER; THE EAST HALF OF THE SOUTHWEST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., MONUMENTED BY A TWO-INCH ALUMINUM CAP STAMPED WITH LAND SURVEYOR'S LICENSE NO. 2143, ON A 5/8 INCH STEEL BAR INSIDE A TWO-INCH PIPE, AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 88°22'17" EAST ALONG THE NORTH BOUNDARY OF SAID SECTION 21, A DISTANCE OF 520 FEET, MORE OR LESS, TO A 5/8 INCH STEEL BAR WITH A PLASTIC CAP MARKED WITH LICENSE NO. 2143; THENCE SOUTH 1°29'12" WEST, PARALLEL TO THE WEST BOUNDARY OF SECTION 21, A DISTANCE OF 450 FEET, MORE OR LESS, TO A 5/8 INCH STEEL BAR WITH A PLASTIC CAP MARKED WITH LICENSE NO. 2143; THENCE NORTH 88°22'17" WEST, PARALLEL TO THE NORTH BOUNDARY OF SAID SECTION 21, A DISTANCE OF 520 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH SAID WEST BOUNDARY OF SECTION 21, MONUMENTED BY A 5/8 INCH STEEL BAR WITH A PLASTIC CAP MARKED WITH LICENSE NO. 2143; THENCE NORTH 1°29'12" EAST ALONG THE WEST BOUNDARY OF SECTION 21, A DISTANCE OF 450 FEET MORE OR LESS TO THE POINT OF BEGINNING. ALL BEARINGS ARE ASSUMED AND THE PARCEL DESCRIBED IS A PARALLELOGRAM CONTAINING 5.37 ACRES MORE OR LESS, SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 370322:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER LESS 15 ACRES, SAID 15 ACRES BEING DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; AND THE SOUTHWEST QUARTER; SECTION 22, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., AND A 30 FOOT STRIP OF LAND FOR RIGHT OF WAY FOR PRIVATE ROAD AS SET FORTH IN DEED RECORDED OCTOBER 18, 1950, UNDER AUDITOR'S FILE NO. 706718 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER IN SAID SECTION 22, SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370324:

THE WEST HALF OF THE EAST HALF, EXCEPT THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 24, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370325:

THE NORTHEAST QUARTER AND THE EAST 3/4 OF THE SOUTHEAST QUARTER, SECTION 25, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370328:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 28, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370333:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER, SECTION 33, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370334:

THE SOUTHWEST QUARTER; THE SOUTH HALF OF THE NORTHWEST QUARTER; AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, SECTION 34, TOWNSHIP 37 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370427:

THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, EXCEPT RIGHTS OF WAY FOR WHATCOM COUNTY ROADS AND RAILWAY LINE.

PARCEL 370428-A:

THE WEST 40 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, LYING SOUTH OF LAKE WHATCOM BOULEVARD; THE NORTHEAST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 28, EXCEPT THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND EXCEPT THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; ALL IN TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 370428-B:

THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

PARCEL 370430:

THE EAST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE NORTHWEST QUARTER (GOVERNMENT LOTS 1 AND 2), SECTION 30, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370433-A:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., WHATCOM COUNTY, WASHINGTON, EXCEPT RIGHT OF WAY FOR COUNTY ROAD NO. 281.

PARCEL 370433-B:

ALL THAT PORTION OF THE SOUTH HALF OF SECTION 33, LYING BETWEEN COUNTY ROAD NO. 281 AND THE ABANDONED BLOEDEL DONOVAN LOGGING COMPANY RAILROAD RIGHT OF WAY, EXCEPT THAT TRACT LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT 1660.8 FEET WEST AND 107.8 FEET SOUTH OF THE ONE-FOURTH SECTION CORNER BETWEEN SECTIONS 33 AND 34; THENCE SOUTH 39°11" EAST FOR A DISTANCE OF APPROXIMATELY 903.8 FEET TO THE NORTHERLY BOUNDARY OF THE BLOEDEL-DONOVAN LOGGING COMPANY RAILROAD RIGHT OF WAY.

AND ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., LYING EASTERLY OF THE OLD BLOEDEL-DONOVAN LOGGING RAILROAD EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO FRANK H. ELDER AND WIFE, BY DEED DATED OCTOBER 19, 1944, AND RECORDED IN THE AUDITOR'S OFFICE OF WHATCOM COUNTY, IN VOLUME 303 OF DEEDS, PAGE 487, UNDER AUDITOR'S FILE NO. 598188, AND ALSO EXCEPTING THEREFROM SO MUCH THEREOF AS IS CONTAINED IN DEED TO LEONARD H. BERGMAN AND WIFE, DATED JUNE 16, 1951, IN VOLUME 375 OF DEEDS, PAGE 703, UNDER AUDITOR'S FILE NO. 719981, AND EXCEPT PUBLIC ROADS.

AND THE SOUTHWESTERLY 50 FEET OF THE FOLLOWING DESCRIBED TRACT: BEGINNING 50 FEET WEST OF THE POINT OF INTERSECTION OF THE EAST-WEST CENTERLINE OF SECTION 33 WITH CENTERLINE OF LAKE WHATCOM LOGGING COMPANY RAILROAD; THENCE WEST ALONG SAID EAST-WEST CENTERLINE 637 FEET TO THE EAST LINE OF COUNTY ROAD; THENCE SOUTHWESTERLY ALONG SAID ROAD 328.3 FEET TO A POINT 1660.8 FEET WEST 107.8 FEET SOUTH OF EAST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 39°11' EAST 903.8 FEET TO A POINT 50 FEET FROM THE CENTERLINE OF SAID LAKE WHATCOM LOGGING COMPANY RAILROAD; THENCE PARALLEL WITH AND 50 FEET DISTANCE FROM SAID CENTERLINE OF SAID RAILROAD TO POINT OF BEGINNING.

ALL SITUATE IN SECTION 33, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370434:

THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 4 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370528:

THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M.. SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 370529:

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE SOUTHEAST QUARTER ALL IN SECTION 29, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M.

PARCEL 370531-A:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER LYING EAST OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY, ALL IN SECTION 31, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370531-B:

THE EAST 20 RODS OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370532-A:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M., EXCEPT RIGHT OF WAY FOR INNIS CREEK ROAD NO. 509., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370532-B:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M., EXCEPT RIGHT OF WAY FOR INNIS CREEK ROAD NO. 509 OVER THE WEST LINE THEREOF.

PARCEL 370532-C:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 370930:

GOVERNMENT LOTS 4, 9, AND 10; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 9 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

PARCEL 380311:

THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON. AND LOT 137, PLAT OF EMERALD LAKE, WHATCOM COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 95, RECORDS OF WHATCOM COUNTY, WASHINGTON.

PARCEL 380313-A:

THE NORTHEAST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER, EXCEPT RIGHT OF WAY FOR ROADS; ALL IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 380313-B:

THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., EXCEPT THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER, SITUATE IN WHATCOM COUNTY, WASHINGTON.

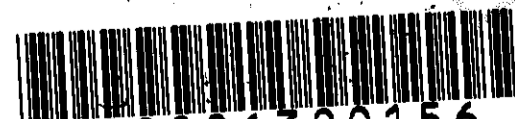


EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 380333:

ALL OF BLOCKS 3 AND 4, "MAP OF STRANDS SECOND ADDITION TO SEHOME," WHATCOM COUNTY, WASHINGTON, AS PER THE MAP THEREOF, RECORDED IN BOOK 2 OF PLATS, PAGE 79, IN THE AUDITOR'S OFFICE OF SAID COUNTY AND STATE.

ALSO, THE WEST $6 \frac{2}{3}$ ACRES OF THE EAST $26 \frac{2}{3}$ ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF "MAP OF SMITH & BEAN'S ADDITION TO SEHOME, WHATCOM COUNTY, WASHINGTON TERRITORY, 1871,"; THENCE EAST 210 FEET TO A LINE OF "MAP OF STRANDS SECOND ADDITION TO SEHOME,"; THENCE NORTH 80 RODS; THENCE WEST 210 FEET MORE OR LESS TO THE EAST LINE OF "MAP OF SMITH & BEAN'S ADDITION TO SEHOME, WHATCOM COUNTY, WASHINGTON TERRITORY, 1871,"; THENCE SOUTH ALONG THE EAST LINE OF "MAP OF SMITH & BEAN'S ADDITION TO SEHOME, WHATCOM COUNTY, WASHINGTON TERRITORY, 1871," TO BEGINNING. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 380334:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M. WHATCOM COUNTY, WASHINGTON.

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

PARCEL 380335:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 3 EAST OF W.M., WHATCOM COUNTY, WASHINGTON.

PARCEL 390503:

GOVERNMENT LOTS 12 AND 16, SECTION 3, TOWNSHIP 39 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 390510:

GOVERNMENT LOTS 7, 8, 9, 10, 11 AND 12; THE EAST HALF OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; AND THE EAST HALF OF THE SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 39 NORTH, RANGE 5 EAST, W.M., WHATCOM COUNTY, WASHINGTON, EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE NORTH, ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, 500, MORE OR LESS, TO THE SOUTHERLY LINE OF AN EXISTING LOGGING ROAD 20 FEET FROM THE CENTERLINE, AND THE TRUE POINT OF BEGINNING; THENCE WEST, ALONG SAID SOUTHERLY LINE OF SAID ROAD, 208' 8.5"; THENCE SOUTH 208' 8.5"; THENCE EAST 208' 8.5" TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH ALONG SAID EAST LINE 208' 8.5", MORE OR LESS, TO THE POINT OF BEGINNING. SECTION 10, TOWNSHIP 39 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 390515:

GOVERNMENT LOTS 8 AND 9, EXCEPT THE SOUTH 150 FEET OF SAID GOVERNMENT LOT 8; ALSO A 40 FOOT RIGHT OF WAY THROUGH THE SOUTH 150 FEET OF SAID GOVERNMENT LOT 8 AS RESERVED IN DEED RECORDED UNDER AUDITOR'S FILE NO. 743994; EXCEPT THAT PORTION OF GOVERNMENT LOTS 8 AND 9 CONVEYED TO JAMES MAUSHAK AND VICKI MAUSHAK, HUSBAND AND WIFE, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 1482111, ALL IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 5 EAST, W.M., WHATCOM COUNTY, WASHINGTON.

PARCEL 390526:

ALL OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 5 EAST OF W.M., EXCEPTING THEREFROM THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 390535:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400413:

THAT PART OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 4 EAST OF W.M., LYING SOUTHERLY OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400507:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHERLY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY AND THAT PORTION OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER LYING SOUTH AND WEST OF A CERTAIN ESTABLISHED ROADWAY AS DISCLOSED IN EASEMENT RECORDED IN VOLUME 22 OF POWERS OF ATTORNEY AT PAGE 450, EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE SOUTHERLY MARGIN OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY AND TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID ROADWAY, AS DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 22 OF POWERS OF ATTORNEY AT PAGE 450, TO THE COUNTY ROAD, ALL IN SECTION 7, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400511:

(72)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 5 EAST, W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400514:

THE NORTH HALF OF THE NORTHEAST QUARTER, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M. SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400518-A:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER EXCEPT THE WEST 10 FEET AND THE EAST 15 FEET THEREOF OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.



EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL 400518-B:

THAT PORTION OF GOVERNMENT LOT 1 (NORTHWEST QUARTER OF THE NORTHWEST QUARTER) LYING SOUTH AND EAST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY; GOVERNMENT LOT 2 (SOUTHWEST QUARTER OF THE NORTHWEST QUARTER) EXCEPT RAILROAD RIGHT OF WAY, GOVERNMENT LOT 3 (NORTHWEST QUARTER OF THE SOUTHWEST QUARTER), THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 18, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M.

PARCEL 400524:

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400525:

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 5 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400619:

THE SOUTH HALF OF THE SOUTHWEST QUARTER, SECTION 19, TOWNSHIP 40 NORTH, RANGE 6 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.

PARCEL 400630:

GOVERNMENT LOT 1 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 6 EAST OF W.M., SITUATE IN WHATCOM COUNTY, WASHINGTON.



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Kathy Hill, Skagit County Auditor

6/30/2000 Page 32 of 35 3:58:44PM

Snohomish County Tax Parcel Numbers

0828 071 003 00	2529 071 008 00	1230 072 005 00
0828 071 004 00	2529 071 009 00	0430 083 001 00
0828 072 001 00	2529 072 003 00	0530 083 001 00
0828 072 002 00	2529 072 004 00	0630 081 003 00
0828 072 003 00	2529 072 005 00	0730 082 002 00
0828 072 005 00	2529 072 006 00	0930 081 001 00
0828 072 014 00	2529 072 007 00	0930 083 001 00
0828 073 001 00	2529 072 008 00	0930 083 016 00
0828 073 004 00	2529 072 009 00	0930 084 001 00
0828 073 012 00	2529 072 010 00	0930 084 005 00
0828 073 014 00	2529 073 005 00	0930 084 006 00
0828 074 001 00	2529 074 003 00	1030 081 001 00
0828 074 002 00	2529 074 006 00	1030 082 001 00
0828 074 003 00	2529 074 008 00	1130 083 001 00
0828 074 004 00	2529 074 009 00	1130 083 003 00
0929 072 004 00	3429 074 001 00	1430 082 001 00
0929 072 005 00	3429 074 006 00	1430 082 003 00
0929 072 006 00	3529 072 004 00	1530 081 002 00
0929 072 007 00	3529 072 005 00	1530 081 004 00
0929 073 002 00	3529 072 006 00	1830 082 001 00
0929 073 003 00	3529 072 007 00	2030 093 001 00
0929 073 005 00	3529 073 003 00	2030 093 003 00
0929 073 006 00	3529 073 004 00	2030 093 004 00
0929 073 007 00	3529 073 005 00	2030 093 005 00
0929 073 008 00	3529 073 006 00	2030 093 006 00
1629 072 001 00	3529 073 007 00	2030 093 007 00
1629 072 004 00	3529 073 008 00	2030 093 008 00
2529 071 001 00	3529 074 001 00	2532 091 004 00
2529 071 002 00	3529 074 002 00	2532 091 016 00
2529 071 003 00	3529 074 003 00	2532 094 002 00
2529 071 004 00	3529 074 004 00	2532 094 005 00
2529 071 005 00	0130 073 012 00	2532 094 006 00
2529 071 006 00	0130 074 001 00	2532 094 007 00
2529 071 007 00	0430 071 001 00	



Skagit County Tax Parcel Numbers
EXHIBIT B

33052730010008	35070530010000	36032520030009
33052810010001	35070710020001	36032610010002
33053310010004	35070740010014	36032610030000
35040230040003	35070740030004	36032610040009
35040300060006	35070820030015	36032610050008
35040310010009	35070840040002	36032620050006
35040330030003	35070940030100	36032640010006
35040330040002	35070940040027	36032640020005
35041020010008	35070940040100	36040400010009
35070100030008	35071010020014	36040410010007
35070100040007	35071720030006	36040410020006
35070120010006	35071810010009	36040420030003
35070130010004	35071810030007	36040430010003
35070200010009	35071820010007	36040430020002
35070200020008	35080530020008	36040430070007
35070200030007	35080640010014	36040440020000
35070200040006	35092140010006	36040440030009
35070210010007	35092210010001	36040610020012
35070220010005	36030300020000	36040710010012
35070230010003	36030300030009	36040800110003
35070240010001	36030320010007	36042630030104
35070300010008	36030320020006	36042740020003
35070300020007	36031330030001	36042740030002
35070300030006	36031330040000	36042740040001
35070300040005	36031430010002	36042740050000
35070310010006	36031430020001	36043410010001
35070320010004	36031440010000	36043440030003
35070330030000	36031530030009	36043520040005
35070340010000	36031530040008	36112000020009
35070340030008	36032220020003	36112920010007
35070340040007	36032340010009	36113000010008
35070400010015	36032340090001	
35070430010019	36032340110007	



Whatcom County Tax Parcel Numbers

370301 041481 0000	370324 461080 0000	380313 140092 0000
370301 107111 0000	370325 338469 0000	380313 334144 0000
370301 321432 0000	370325 462197 0000	380313 403404 0000
370302 194340 0000	370328 333450 0000	380318 220207 0000
370302 400343 0000	370333 465207 0000	380333 187075 0000
370302 455340 0000	370334 088213 0000	380333 213040 0000
370302 541042 0000	370427 073072 0000	380334 328070 0000
370304 210492 0000	370428 198190 0000	380334 459067 0000
370304 468479 0000	370428 446061 0000	380334 496162 0000
370304 478327 0000	370430 193332 0000	380335 129071 0000
370310 459312 0000	370433 212050 0000	390510 221313 0000
370310 462444 0000	370433 404217 0000	390515 196480 0000
370311 060466 0000	370433 461466 0000	390526 372246 0000
370311 062225 0000	370434 198060 0000	390535 303333 0000
370311 190065 0000	370528 461325 0000	400413 495326 0000
370313 331070 0000	370529 470070 0000	400507 307062 0000
370314 199330 0000	370531 513065 0000	400511 397073 0000
370318 245460 0000	370531 553164 0000	400514 331458 0000
370321 114344 0000	370532 060335 0000	400518 081312 0000
370321 330297 0000	370532 156163 0000	400518 211335 0000
370321 331185 0000	370532 460460 0000	400524 394072 0000
370322 196338 0000	370930 433106 0000	400525 392465 0000
370322 328463 0000	380311 259150 0000	400619 147075 0000
370324 335247 0000	380311 390137 0000	400630 071458 0000



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Kathy Hill, Skagit County Auditor
6/30/2000 Page 35 of 35 3:58:44PM