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AFTER RECORDING MAIL TO:

M.V. GREENHOUSE, LLC
c/o Brian J. Danzig
Foster Pepper & Shefelman LLP
1111 Third Avenue, Suite 3400
Seattle, WA 98101-3299

ISLAND TITLE CO.

ACCOMMODATION RECORDING

DB-2028 ✓

**MORTGAGE WITH ASSIGNMENT OF
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INFORMATION
(RCW 65.04):

GRANTOR: ETERA CORPORATION

GRANTEE: M.V. Greenhouse, LLC (Beneficiary)

Island Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

LEGAL DESCRIPTION

ABBREVIATED: A PORTION OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., AND THE WEST ½ OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.; THOSE PORTIONS OF GOVERNMENT LOT 2 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., THOSE PORTIONS OF GOVERNMENT LOT 2 OF SECTION 18, TOWNSHIP 34 NORTH. RANGE 4 EAST W.M., AND OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST W.M. THOSE PORTIONS OF GOVERNMENT LOTS 2 AND 3 OF SECTION 18, TOWNSHIP 34 NORTH RANGE 4 EAST W.M., AND OF THE EAST ½ OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST W.M. THOSE PORTIONS OF GOVERNMENT LOT 6 AND OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M.

FOR THE FULL LEGAL DESCRIPTION SEE SCHEDULE "A" TO THIS DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 340313-0-001-0001, 340313-0-060-0009, 340418-0-130-0009, 340313-0-062-007, 340313-0-065-0004, 340313-0-064-0005

THIS MORTGAGE (hereafter "Instrument") is granted as of July 28, 2000, by **ETERA CORPORATION**, a Washington corporation ("Grantor") to M.V. Greenhouse, LLC ("Beneficiary"), and is made in reference to that certain Loan Agreement dated as of July 18, 2000, between the Grantor and the Beneficiary (the "Agreement"). Pursuant to the Agreement, the Grantor has executed for the benefit of the Beneficiary a Secured Promissory Note evidencing a \$10,000,000 principal amount loan from Beneficiary to Grantor (the "Note"). The loan provided for in the Agreement and secured by this Instrument is primarily for commercial, industrial or business purposes and is not primarily for personal, family or household purposes. Grantor agrees as follows:

1. **CONVEYANCE.** Grantor hereby mortgages to Beneficiary all of Grantor's right, title and interest in the real property legally described in Exhibit A attached ("Property"), whether now owned or later acquired by Grantor, together with all buildings, structures, improvements, equipment, fixtures and articles of property, now or later attached to, or used or adapted for use in the ownership, operation or maintenance of, the Property, all tenements, hereditaments and appurtenances, now or later in any way appertaining to the Property, and all leasehold interests, rents, payments, issues and profits derived from or in any way connected with the Property. Notwithstanding the foregoing, anything contained in this mortgage, or anything contained in that certain Security Agreement dated as of July 18, 2000 between the Borrower and M.V. Greenhouse, LLC (the "Security Agreement"), the following assets are specifically excluded from the collateral encumbered by this mortgage and the Security Agreement: all inventory, all farm products and crops and all accounts receivable (the "Excluded Assets"), accounts, chattel paper, contract rights, documents, instruments, money, deposit accounts, general intangibles, financial assets, and investment property, in each case related solely to the Excluded Assets, and all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing. This Instrument also constitutes a security agreement under the Uniform Commercial Code granting to Beneficiary a security interest in the property, both tangible and intangible, described in any UCC Financing Statement filed in connection with this Instrument.

2. **ASSIGNMENT OF RENTS**

(a) **ASSIGNMENT.** Grantor further assigns to Beneficiary all of Grantor's interest in all existing and future leases, licenses and other agreements for the use or occupancy of the Property ("Contracts"), including the immediate and continuing right to collect, in either Grantor's or Beneficiary's name, all rents, receipts, income, accounts and other payments due to or to become due under the Contracts ("Payments"). As long as there is no default under the Agreement or this Instrument, Grantor is granted a license to collect the Payments, but such license shall not constitute Beneficiary's consent to Grantor's use of the Payments in any bankruptcy proceeding.



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(b) **DISCLAIMER.** Nothing contained in this Instrument shall be construed as obligating Beneficiary or any receiver to take any action to enforce any provision of the Contracts, expend any money, incur any expense or perform any obligation under the Contracts. Beneficiary's duties are expressly limited to giving of proper credit for all Payments received by it.

3. **SECURED OBLIGATIONS.** This Instrument secures (i) performance of each agreement of Grantor contained in the Agreement and/or this Instrument, (ii) payment of all money owing by Grantor to Beneficiary under the Note, including all renewals and extensions thereof, and (iii) all other existing and future obligations of Grantor to Beneficiary, if the existing or future obligation by its terms states that it is secured by this Instrument (the "Secured Obligations"). Notwithstanding anything to the contrary set forth herein or in any other document or instrument executed in connection with the Note, this Instrument shall not secure the obligations of Grantor under that certain Certificate and Indemnity Regarding Hazardous Substances dated as of even date herewith made by Grantor in favor of Beneficiary (the "Indemnity Agreement") or the substantial equivalent of the obligations arising under the Indemnity Agreement. All of such obligations (and substantial equivalents thereof) shall constitute the separate, unsecured recourse obligations of Grantor and shall not be deemed to be evidenced by the Note or secured by this Instrument.

4. **AFFIRMATIVE COVENANTS.** Grantor shall, unless waived in writing by Beneficiary:

(a) **MAINTENANCE OF PROPERTY AND TITLE.** Maintain and preserve the Property in good condition and repair, except for normal wear and tear, and not commit or permit any waste thereof; complete any improvement which may be constructed on the Property; restore any improvement which may be damaged or destroyed; and maintain the Property free and clear of all liens and encumbrances other than the encumbrance of this Instrument, any lien for taxes or assessments not delinquent, and such other liens as may be consented to in writing by Beneficiary, in its sole discretion (the "Permitted Liens");

(b) **COMPLIANCE WITH LAWS.** Comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property;

(c) **REAL ESTATE INTERESTS.** Perform all obligations to be performed by Grantor under the Contracts;

(d) **PAYMENT OF DEBTS AND TAXES.** Pay promptly but in all events before delinquency all obligations secured by the Property, all taxes, assessments and governmental liens or charges levied against the Property; and all claims for labor, materials, supplies or otherwise which, if unpaid, might become a lien or charge upon the Property. If



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required by Beneficiary, at the time of making each payment to Beneficiary under the Agreement, Grantor shall deposit into a non-interest bearing reserve account with Beneficiary, hereby pledged to Beneficiary as security for the Secured Obligations, a sum estimated by Beneficiary sufficient to pay when due taxes and assessments on the Property and premiums on required insurance.

(e) INSURANCE.

(i) CASUALTY. Insure continuously all premiums prepaid, with financially sound and reputable insurers acceptable to Beneficiary, all improvements on the Property against all risks, casualties and losses through standard fire and extended coverage insurance or otherwise satisfactory to beneficiary, including, without limitation, insurance against fire, theft, casualty, vandalism, loss of rents and business interruption and any other risk Beneficiary may reasonably request. The insurance policies shall be in an aggregate amount of not less than the full replacement cost of all improvements on the Property, including the cost of demolition and removal of debris, and shall name Beneficiary as loss payee under a lender loss payable endorsement in form satisfactory to Beneficiary. All deductibles shall be in amounts acceptable to Beneficiary. The amounts collected under the insurance policies shall be applied to the Secured Obligations in any manner as Beneficiary determines, and such application shall not cause discontinuance of any proceeding to foreclose upon this Instrument. In the event of foreclosure, all of Grantor's rights in the insurance policies shall pass to purchaser at the foreclosure sale.

(ii) FLOOD. Obtain flood insurance if the Property is located in a designated flood hazard area (as determined by Beneficiary, with such determination to be made at Grantor's expense) and where federally subsidized flood insurance is available.

(iii) LIABILITY. Maintain comprehensive general public liability insurance insuring against liability from risks associated with the use, ownership and operation of the Property.

(iv) TITLE. Provide to Beneficiary an A.L.T.A. (1970 modified form) form of lender's extended coverage title insurance for at least the assessed value of the Property insuring the first lien priority of this Instrument, subject only to the Permitted Liens. Such policy shall be issued by a title company acceptable to Beneficiary. The policy shall contain such endorsements as Beneficiary may reasonably request.

5. NEGATIVE COVENANTS. Grantor shall not, without Beneficiary's prior written consent:



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(a) PAYMENTS. Accept or collect Payments more than one month in advance of the due date.

(b) CONTRACTS. Terminate, modify or amend any provision of the Contracts or enter into a Contract with a term, including options or renewal rights, of more than three (3) years and/or containing an option to purchase; or

(c) USE. Change the present use of the Property or permit or consent to any restriction that would prevent or otherwise impair the use or development of the Property, or permit thereon the generation, processing, storage or disposal of any Hazardous Substance; or

(d) RESTRICTIONS ON CONVEYANCES. Transfer or convey any interest in the Property, except by will or intestacy, or transfer a controlling interest in any corporation, partnership or trust the principal purpose of which is ownership of the Property.

6. EMINENT DOMAIN. In the event any portion of the Property is taken through eminent domain, the amount of the award to which Grantor is entitled shall be applied to the Secured Obligations.

7. PROTECTION OF BENEFICIARY'S INTEREST. If Grantor shall fail to pay any amounts that may become a lien on the Property, pursuant to Section 4(d), or fail to maintain adequate insurance on the Property, as required by Section 4(a), Beneficiary may at its sole option pay such obligations and/or obtain such insurance.

8. ADDITIONS TO SECURED OBLIGATIONS. Any payments required under Sections 4(d) or 4(f), but not made when demanded, shall immediately be deemed added to the Secured Obligations, and shall accrue interest at the highest rate of interest accruing from time to time under the Secured Obligations.

9. EVENTS OF DEFAULT. The occurrence of any of the following events shall, at Beneficiary's option, and at any time without regard to any previous knowledge on Beneficiary's part, constitute a default under the terms of this Instrument, the Agreement, the Secured Obligations and all related loan documents.

(a) DEFAULT. Any "Default" (howsoever defined or described) shall occur and continue after the expiration of any cure period under the Note, the Agreement or any instruments evidencing or securing obligations secured hereby, or

(b) FAILURE TO PERFORM. Any tax assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property is not paid when due; or any other term, covenant or agreement



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of Grantor contained in this Instrument, or in which Grantor grants a security interest in the Property, is not promptly performed or satisfied, or any other default shall occur under this Instrument and, if remediable, such failure continues unremedied for 30 days after written notice thereof has been given to Grantor by Beneficiary.

10. **REMEDIES UPON DEFAULT.** If any default occurs and is continuing, Beneficiary may, at its option:

(a) **PAYMENTS.** Pay such sums as may be necessary to obtain a current appraisal, to inspect and test the Property, and to pay any tax, assessment, insurance premium, lien, encumbrance or other charge against the Property, or any payment under a real estate contract covering the Property, without prejudice to Beneficiary's right to accelerate the Secured Obligations and foreclose upon this Instrument. Grantor shall reimburse Beneficiary, upon demand, for all such amounts paid by Beneficiary, with interest thereon from the date of such payment at the highest rate that is, from time to time, applicable on any of the Secured Obligations. All unreimbursed amounts shall be added to and become a part of the Secured Obligations.

(b) **COLLECTION OF PAYMENTS.** Terminate the license granted to Grantor to collect the Payments, take possession of, manage and operate the Property under the terms of the Contracts; and demand and collect all Payments, including endorsing any check, draft or other instrument given as payment, either by itself or through an agent or judicially-appointed receiver. The Payments shall be applied first to payment of the costs of managing the Property and collecting the Payments, and then to the Secured Obligations.

(c) **OTHER REMEDIES.** Have a receiver appointed as a matter of right, without regard to the sufficiency of the security for the indebtedness secured hereby and, without the necessity of posting any bond or other security, such receiver shall take possession and control of such security and shall collect and receive all of the rents, issues, and profits thereof and pursue all other available legal and equitable remedies, including those described in the Note.

Grantor expressly waives any defense or right, in any action or proceeding, in connection with the Secured Obligations, that Beneficiary must first resort to any other security or person.

11. **FIXTURE FILING.** The mailing address of the Beneficiary is as shown at the top of this Instrument. The mailing address of the Grantor is 14113 Riverbend Road, Mt. Vernon, WA 98273. For purposes of the Uniform Commercial Code, the Grantor is the Debtor, the Beneficiary is the Secured Party, and this Instrument constitutes a fixture financing statement.



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12. **WAIVER.** No waiver by Beneficiary or any deviation by Grantor from full performance of this instrument shall constitute a waiver of Beneficiary's right to require prompt payment or to assert any other right or remedy provided for in this Instrument or the Secured Obligations on the basis of the same or similar failure to perform.

13. **Notices**

Any notice under this Instrument shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) upon confirmation of receipt by fax by the party to be notified, so long as such notice by fax is also sent via another method of delivery as set forth herein, (c) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), or (d) three days after deposit with the United States Post Office, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address indicated below, or at such other address as such party may designate by ten days' advance written notice to the other party given in the foregoing manner.

If to the Beneficiary:

M.V. Greenhouse, LLC
Attn: Managing Member
3131 Elliott Avenue, Suite 500
Seattle, WA 98121

Telephone No.: (206) 728-9063
Facsimile No.: (206) 728-9063

with a copy to:

Foster Pepper & Shefelman PLLC
Attn: Brian J. Danzig
1111 Third Avenue, Suite 3400
Seattle, Washington 98101

Telephone No.: (206) 447-2894
Facsimile No.: (206) 749-2063

If to the Grantor:

Etera Corporation
Attn: Chief Financial Officer



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14113 Riverbend Road
Mt. Vernon, WA 98273

Telephone No.: (360) 424-8555
Facsimile No.: (360) 424-8533

with a copy to:

Perkins Coie LLP
Attn: Michael E. Stansbury
1201 3rd Avenue, Suite 4800
Seattle, WA 98101-3099

Telephone No.: (206) 583-8771
Facsimile No.: (206) 583-8500

14. **SALE, TRANSFER OR ENCUMBRANCE OF PROPERTY.** If Grantor or any successor in interest to the Property described herein should, without the prior written consent of Beneficiary, sell, convey, transfer, encumber or alienate the Property, or any part thereof, or any interest therein or be divested of its title or any interest therein, in any manner, whether voluntary or involuntary, then in recognition of the reliance by Beneficiary on the ownership and management of the Property by Grantor which is a material inducement to Beneficiary to extend credit to Grantor and the increased risk to Beneficiary upon the conveyance of the Property, by Grantor, Beneficiary, at its sole option, shall have the right to declare all sums secured hereby forthwith due and payable.

15. **SECURITY FOR REPAYMENT OF ADVANCES.** This Instrument secures repayment of sums advanced by the Beneficiary for the maintenance or preservation of the Property.

16. **SUCCESSORS AND ASSIGNS.** This instrument inures to the benefit of and is binding upon the respective heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto.



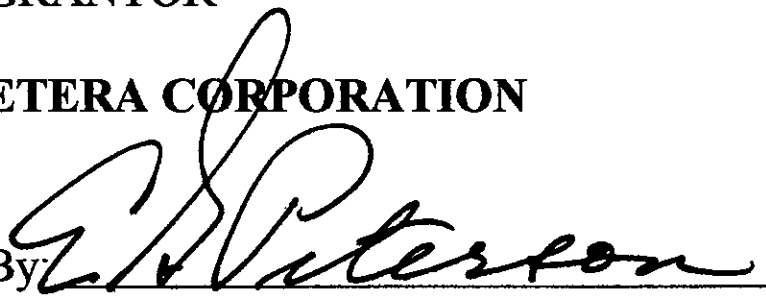
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[Signature Page for Mortgage]

GRANTOR

ETERA CORPORATION

By


Eric Peterson, Chief Financial Officer



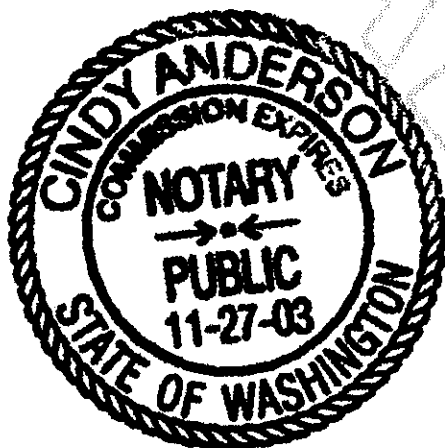
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STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 19 day of July, 2000, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Eric Peterson, Chief Financial Officer of Etera Corporation, to me known to be a duly authorized representative of Etera Corporation who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Cindy Anderson
(Signature of Notary)

CINDY ANDERSON
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Anacortes, WA.
My appointment expires: 11-27-03.



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SCHEDULE A

PARCEL "A"

A portion of Section 13, Township 34 North, Range 3 East, W. M., and the West 1/2 of Section 18, Township 34 North, Range 4 East, W.M., Skagit County, Washington, described as follows:

Beginning at the North quarter corner of said Section 13, said point being on the North line of Lot 2, of Skagit County Short Plat No. 22-90, recorded in Book 10 of Short Plats, Pages 111 and 112; thence along said North line, South 89 degrees 13' 02" East, a distance of 850.15 feet to the Northeast corner of said Short Plat; thence along the East line thereof, South 01 degree 15' 37" West, a distance of 662.71 feet; thence South 89 degrees 10' 15" East, a distance of 1644.26 feet to the East line of said Section 13; thence along said East line, North 00 degrees 57' 36" West, a distance of 610.69 feet to an existing fence; thence along said fence, North 88 degrees 52' 08" East, a distance of 127.45 feet; thence continuing along said fence and a projection thereof, North 00 degrees 14' 01" West, a distance of 326.10 feet to the South line of the North 40 feet of said Section 18; thence along said South line South 89 degrees 29' 11" East, a distance of 360.26 feet to the West line of the East 176 feet of the North 224 feet of the West 1/2 of Government Lot 1, of said Section 18; thence along said West line South 00 degrees 44' 51" East, a distance of 184.04 feet to the South line of said North 224 feet; thence along said South line, South 89 degrees 29' 11" East, a distance of 167.96 feet to a projection of a fence coming from the South; thence along said fence and projection thereof, South 00 degrees 52' 09" East, a distance of 1266.41 feet; thence North 89 degrees 13' 02" West, a distance of 3162.30 feet to an existing fence; thence along said fence and projection thereof, the following six (6) courses and distances:

Thence North 00 degrees 42' 21" East, a distance of 463.34 feet; thence South 84 degrees 56' 28" West, a distance of 686.87 feet; thence South 10 degrees 59' 25" West, a distance of 74.47 feet; thence South 84 degrees 24' 33" West, a distance of 348.53 feet; thence North 05 degrees 05' 12", West, a distance of 87.68 feet; thence North 85 degrees 00' 17" West, a distance of 137.38 feet to the East right-of-way line of the County Road; thence along said County Road to the most Westerly corner of said Lot 2, of Short Plat No. 22-90; thence along the Westerly and Northerly boundary of said Lot 2, to the point of beginning, EXCEPT roads and dike right-of-way.

ALSO EXCEPT therefrom any portion thereof lying within the three following described tracts:



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- 1.) Those portions along the North line thereof lying within Parcel 5 of those certain premises conveyed to The Krangnes Family Limited Partnership dated November 19, 1996, by deed recorded January 29, 1997, as Auditor's File No. 9701290028.
- 2.) That portion along the South line thereof lying within those certain premises conveyed to Gerald Koeffel by Deed recorded February 15, 1963 as Auditor's File No. 682197.
- 3.) That portion in the Southwest corner thereof lying within those certain premises conveyed to Theodore C. Hutchinson by Deed recorded January 22, 1990 as Auditor's File No. 9001220043.
- 4.) That portion in the Northeast corner thereof lying within those certain premises conveyed to Elsie Fortin, et al., by Deed recorded July 13, 1998, as Auditor's File No. 9807130095.

PARCEL "B"

Those portions of Government Lot 2 of Section 18, Township 34 North, Range 4 East W.M., and of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East W.M., described as follows:

Begin at the intersection of the South line of said Government Lot 2 and the fence line marking the East line of those certain premises sold to Summersun Greenhouse Company by Real Estate Contract recorded as Auditor's File No. 9709220099, continued South; thence North 00 degrees 44'51" West 554.06 feet to the true point of beginning; thence North 88 degrees 19'23" West, 3096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 13; thence North 01 degree 15'37" East along said East line to a point on the North line of said subdivision; thence South 85 degrees 31'33" West along said North line, 100.50 feet to an existing fence line; thence North 00 degrees 42'21" East along said fence line to the Southerly most Southeast corner of said Summersun premises; thence South 89 degrees 13'02" East along the South line of said Summersun premises, 3162.30 feet to the Southeast corner thereof; thence South 00 degrees 44'51" East along the fence line, marking the East line of said Summersun premises, continued South, a distance of 564.21 feet, more or less, to the true point of beginning.

PARCEL "C"

Those portions of Government Lots 2 and 3 of Section 18, Township 34 North, Range 4 East W.M., and of the East 1/2 of Section 13, Township 34 North, Range 3 East W.M., described as follows:

Begin at the intersection of the South line of said Government Lot 2 and the fence line marking the East line of those certain premises sold to Summersun Greenhouse Company by Real Estate Contract recorded as Auditor's File No. 9709220099, continued South; thence North 00 degrees 44'51" West, 554.06 feet; thence North 88 degrees 19'23" West, 3096.69 feet, more or less, to a point on the East line of the West 100 feet of the Southwest 1/4 of the Northeast 1/4 of said Section 13, said point being the true point of beginning; thence South 88 degrees 19'23" East, 3096.69, more or less, to the above referenced fence line; thence South 00 degrees 44'51" East, 554.06 feet, along said fence line to the South line of said Government Lot 2; thence along said South line North 89 degrees 38'59" West, a distance of 231.37 feet; thence South 00 degrees 35'38" East, a distance of 1580.84 feet; thence North 73 degrees 16'10" West to the East line of the West 15 acres of said Government Lot 3; thence North 00 degrees 06'25" West, along said East line to the North line of those certain premises conveyed to Randy Adams by Deed recorded as Auditor's File No. 8504040048; thence North 73 degrees 14'33" West along said North line to the Northwest corner thereof; thence South 00 degrees 06'25" East, 130 feet to the North line of the County road right-of-way known as the Riverbend Road; thence Northwesterly along said North line to the Southeast corner of that certain tract conveyed to Mathew M. Paul and Wilma Paul by Partial Fulfillment Deed recorded January 16, 1974 under Auditor's File No. 795687; thence North 1 degree 26'30" East along the East line of said Paul Tract, a distance of 415.0 feet to the Northeast corner thereof; thence North 60 degrees 03'23" West along the North line of said Paul Tract, a distance of 91.03 feet to the Northwest corner thereof and the East line of the West 100 feet of Government Lot 6 of said Section 13; thence North 1 degree 26'30" East along the East line of the West 100 feet to the point of beginning.

EXCEPT therefrom the following described:

Beginning at the Southeast corner of the West 100 feet of the Northeast 1/4 of said Section 13; thence North 1 degree 26'30" East along the East line of said West 100 feet, a distance of 486.43 feet; thence North 87 degrees 40'33" East parallel with the South line of the Northeast 1/4 of said Section 13, a distance of 1450.57 feet; thence South 11 degrees 37'55" West, a distance of 877.46 feet; thence South 20 degrees



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09'08" East, a distance of 660.48 feet; thence South 19 degrees 09'54" West, a distance of 104.43 feet to the North line of the County Road; thence along the North line of the County Road through the following four courses; North 68 degrees 55'40" West, a distance of 97.55 feet to the point of curvature of a curve to the left having a radius of 5203.50 feet; thence Westerly along said curve through a central angle of 3 degrees 12'32", and an arc distance of 291.42 feet; thence North 72 degrees 08'12" West, a distance of 845.63 feet to the point of curvature of a curve to the right having a radius of 1333.50 feet; thence Westerly along said curve through a central angle of 11 degrees 18'11", and an arc distance of 263.07 feet to the Southeast corner of that certain tract conveyed to Mathew M. Paul and Wilma Paul by Partial Fulfillment Deed recorded January 16, 1974 under Auditor's File No. 795687; thence North 1 degree 26'30" East along the East line of said Paul Tract, a distance of 415.00 feet to the Northeast corner thereof; thence North 60 degrees 03'23" West along the North line of said Paul Tract, a distance of 91.03 feet to the Northwest corner thereof and the East line of the West 100 feet of Government Lot 6 of said Section 13; thence North 1 degree 26'30" East along the East line of the West 100 feet, a distance of 76.36 feet to the point of beginning.

PARCEL "D"

Those portions of Government Lot 6 and of the Southwest 1/4 of the Northeast 1/4 of Section 13, Township 34 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision which is 415 feet North of the North line of the County road commonly known as the Riverbend Road as said road existed on January 16, 1974; thence North along the West line of said subdivision to the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence East along the North line of said subdivision 100 feet; thence South on a line parallel with the West line of said subdivision to a point which is 415 feet North of the North line of said County road; thence Westerly to the point of beginning.



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