



200803190108

Skagit County Auditor

3/19/2008 Page

1 of

17 3:42PM

After Recording, Return to:

U.S. Bank National Association
1420 Fifth Avenue, 11th Floor
Seattle, WA 98101
Attention: Morgan Dipo

CHICAGO TITLE CO. 1C44684

Document Title(s) (or transactions contained therein):

1. ASSIGNMENT OF LEASES AND CASH COLLATERAL
- 2.

Reference Number(s) of Documents assigned or released:

(on page ___ of documents(s))

unrecorded lease

Grantor(s) (Last name first, then first name and initials):

1. WOOD REALTY, LLC, a Washington limited liability company
- 2.
3. ☐ Additional names on page ___ of document.

Grantee(s) (Last name first, then first name and initials):

1. U.S. Bank National Association
- 2.
3. ☐ Additional names on page ___ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ptn. SE, SW and SW SE, Sec. 29, T34N, R4EWM

☒ Full legal is on Exhibit A.

Assessor's Property Tax Parcel/Account Numbers

340429-0-065-0005
340429-3-024-0009
a Portion of 340429-0-066-0004

TABLE OF CONTENTS

1.	Assignor's Warranties Regarding Leases and Cash Collateral	2
2.	Assignor's Covenants of Performance	3
3.	Prior Approval for Actions Affecting Leases	3
4.	Rejection of Leases	4
5.	Default Deemed Default Under Deed of Trust	4
6.	License to Collect Cash Collateral	5
7.	Performance and Termination of License	5
8.	Appointment of Attorney	7
9.	Indemnification	7
10.	Records	7
11.	No Waiver	8
12.	Primary Security	8
13.	Merger	8
14.	Termination of Assignment	8
15.	Notices	9
16.	Assignment Binds Successor	9
17.	Additional Rights and Remedies	9
18.	Venue	10
19.	Severability	10
20.	No Third Party Beneficiaries	10
21.	Entire Agreement	10
22.	Construction	10
23.	Governing Law	10



ASSIGNMENT OF LEASES AND CASH COLLATERAL

THIS ASSIGNMENT OF LEASES AND CASH COLLATERAL ("Assignment") is made by WOOD REALTY, LLC, a Washington limited liability company ("Assignor"), whose mailing address is c/o Skagit Valley Publishing Co., 221 First Avenue West, Suite 405, Seattle, Washington 98119, in favor of U.S. BANK NATIONAL ASSOCIATION, with a mailing address of 1420 Fifth Avenue, 11th Floor, Mail Code PD-WA-T11C, Seattle, Washington 98101 ("Assignee").

WITNESSETH

FOR VALUE RECEIVED, Assignor does hereby ABSOLUTELY AND IMMEDIATELY SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto Assignee any and all existing and future leases (including subleases thereof), whether written or oral, and all future agreements for use and occupancy, and any and all extensions, renewals and replacements thereof, upon all or relating to any part of the premises described more particularly in Exhibit A (the "Premises"), together with all buildings and improvements thereon. All such leases, subleases, tenancies, agreements, extensions, renewals and replacements (if any) are hereinafter collectively referred to as the "Leases."

TOGETHER with any and all guaranties of tenants' performance under any and all of the Leases.

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature, now due or which may become due (including any income of any nature coming due during any redemption period) or to which Assignor may now or shall hereafter become entitled to or may make demand or claim for, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including but not limited to, minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents and liquidated damages following default in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises (all such monies, rights and claims described in this paragraph being hereinafter called "Cash Collateral"), EXCEPTING THEREFROM, any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm or corporation other than the landlord under the Leases.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.



SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the Cash Collateral.

FOR THE PURPOSE OF SECURING (i) the payment of all indebtedness of Assignor to Assignee under that certain Reimbursement Agreement of even date herewith between Assignor and Assignee (the "Reimbursement Agreement"), fees and late charges as provided in the Reimbursement Agreement; (ii) the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained therein and in a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith granted by Assignor to for the benefit of Assignee (hereinafter called "Deed of Trust"), recorded in the real property records of Skagit County, Washington, and any extensions, modifications, supplements and consolidations thereof, if any, encumbering the Premises and securing the Reimbursement Agreement; and (iii) all of the obligations secured by the Deed of Trust.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT IT IS COVENANTED AND AGREED AS FOLLOWS:

1. Assignor's Warranties Regarding Leases and Cash Collateral

Assignor represents and warrants that:

- (a) it has good right, title and interest in and to the Leases and Cash Collateral hereby assigned and good right to assign the same, and that no other person, partnership entity or corporation has any right, title or interest therein;
- (b) Assignor has and will duly and punctually perform all and singular the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed;
- (c) the Leases are valid and unmodified except as indicated herein and are in full force and effect;
- (d) there is not now any sale, assignment, transfer, mortgage, pledge or security interest in the Cash Collateral from the Premises, whether now due or hereafter to become due;
- (e) none of the Cash Collateral due and issuing from the Premises or from any part thereof has been collected for any period in excess of one (1) month from the date hereof, and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set off, or otherwise discharged or compromised;
- (f) Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Cash Collateral; and



200803190108

Skagit County Auditor

(g) to the best of Assignor's knowledge none of the tenants under the Leases are in default of any of the terms thereof.

2. Assignor's Covenants of Performance

Assignor covenants and agrees to:

(a) observe, perform and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions and warranties set forth in the Reimbursement Agreement and Deed of Trust, of all present and future Leases affecting the Premises on the part of Assignor to be kept, observed and performed; and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same;

(b) notify and direct in writing each and every present or future tenant or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be;

(c) enforce or secure the performance of each and every material obligation, term, covenant, condition and agreement in the Leases by any tenant to be performed consistent with good business judgment;

(d) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor or any tenant thereunder, and upon request by Assignee, will do so in the name and on behalf of Assignee, but at the expense of Assignor;

(e) pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear in connection herewith; and

(f) neither create nor permit any lien, charge or encumbrance upon its interest as lessor of the Leases except the lien of the Deed of Trust or as provided in the Deed of Trust;

Assignor further covenants and agrees that this Assignment creates and constitutes an equitable and specific lien upon the aforesaid Cash Collateral, and that this Assignment does not create or constitute a pledge of or conditional security interest in such Cash Collateral. This Assignment is intended to be specific, perfected and choate upon the recording of this Assignment as provided in RCW 7.28.230(3).

3. Prior Approval for Actions Affecting Leases

Assignor further covenants and agrees that it will not, without the prior written consent of Assignee which consent shall not be unreasonably withheld:



(a) receive or collect any Cash Collateral (other than security deposits) from any present or future tenant of the Premises or any part thereof for a period of more than one (1) month in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage, grant a security interest in, or otherwise encumber or assign future payments of Cash Collateral;

(b) waive, forgive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any tenant under any Leases of the Premises of and from any obligations, covenants, conditions and agreements by the tenant to be kept, observed and performed, including the obligation to pay the Cash Collateral thereunder in the manner and at the place and time specified therein; and

(c) cancel, terminate or consent to any surrender of any of the Leases, nor commence any action or ejectment or any summary proceedings for dispossession of the tenant under any of the Leases, nor exercise any right of recapture of the Premises provided in any Leases (except in the ordinary course of Assignor's business as a result of monetary defaults under the Leases, defaults which endanger persons or property, violations of rules and regulations, or misrepresentations by tenants regarding income), nor modify or in any way alter the terms thereof except for non-material changes consistent with good business judgment for comparable projects in the community in which the Premises are located.

4. Rejection of Leases

Assignor further covenants and agrees as follows:

(a) that in the event any tenant under the Leases should become the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that in the event any of the Leases are so rejected, no damages settlement shall be made without the prior written consent of the Assignee; and

(b) Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon request by Assignee after the occurrence of any "Event of Default" as defined in the Deed of Trust it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to any portion of the indebtedness secured by this Assignment in such manner as Assignee may elect.

5. Default Deemed Default Under Deed of Trust

In the event any representation or warranty made herein by Assignor shall be found to be untrue, or if Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, the same shall constitute and be deemed to be a default under the Reimbursement Agreement and the Deed of Trust, thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to



exercise any and all of the rights and remedies provided thereunder and herein, as well as those provided by law.

6. License to Collect Cash Collateral

As long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the Reimbursement Agreement or the Deed of Trust or contained in the Leases, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect, but not prior to accrual, all of the Cash Collateral arising from or out of said Leases, or any renewals, extensions and replacements thereof, or from or out of the Premises or any part thereof; and Assignor shall receive such Cash Collateral and hold the Cash Collateral, together with the right and license herein granted, as a trust fund to be applied, and Assignor hereby covenants to so apply them, as required by Assignee, first to the payment of taxes and assessments upon said Premises before penalty or interest is due thereon; second to the costs of insurance, maintenance and repairs required by the terms of said Deed of Trust; third to satisfaction of all obligations under the Leases; and fourth to the payment of the indebtedness evidenced by the Reimbursement Agreement and the Deed of Trust, before using any part of the same for any other purposes.

7. Performance and Termination of License

Upon the conveyance by Assignor and its successors and assigns of the fee title of the Premises, all right, title, interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by each subsequent owner; and upon or at any time after the occurrence of an "Event of Default" as defined in the Reimbursement Agreement or the Deed of Trust, Assignee, at its option and without notice, shall have the complete right, power and authority hereunder to exercise and enforce any or all of the following rights and remedies at any time:

(a) to terminate the license granted to Assignor to collect the Cash Collateral without taking possession, and to demand, collect, receive, sue for, attach and levy against the Cash Collateral in Assignee's name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary and proper costs and expenses of operation and collection as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine;

(b) to declare all sums secured hereby due and payable and, at its option, exercise all or any of the rights and remedies contained in the Reimbursement Agreement and the Deed of Trust or other instrument given to secure the indebtedness secured hereby;



(c) without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, agent, trustee or receiver under the Deed of Trust, or by a receiver to be appointed by court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Premises or any part thereof; make, modify, enforce, cancel or accept surrender of any Leases now or hereafter in effect on said Premises or any part thereof; remove and evict any tenant; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expenses as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignee could do if in possession; and in such event, to apply the Cash Collateral so collected in such order as Assignee shall deem proper to the operation and management of said Premises, including the payment of reasonable management, brokerage and attorneys' fees; payment of the indebtedness under the Reimbursement Agreement and the Deed of Trust and payment to a reserve fund for replacements; and

(d) require Assignor to transfer all security deposits to Assignee, together with all records evidencing such deposits.

Assignor further agrees and covenants that for the purposes hereinbefore enumerated in this paragraph, Assignee shall have constructive possession, whether or not it is in actual possession, in order to effectuate such purposes, and in no event shall Assignee accrue any liability by reason of such constructive possession. Assignee shall not be required to give notice, or make demand, to Assignor or any tenants under then existing Leases, of its actions to effectuate such purposes.

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created shall not, prior to entry upon or taking possession of said Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee-in-Possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or the Premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant thereunder and not assigned and delivered to Assignee; nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises; and

Provided further that the collection of the Cash Collateral and application as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default; waive, modify or affect any notice of default required under the Reimbursement Agreement and the Deed of Trust or invalidate any act done pursuant to such notice. The enforcement of any right or remedy by Assignee, once exercised, shall continue until Assignee shall have collected and applied such Cash Collateral as may be necessary to cure the then existing default. Although the original default be cured and the exercise of any such right or remedy be discontinued, the same or any other right or remedy hereunder shall not be



exhausted and may be reasserted at any time and from time to time following any subsequent default. The rights and powers conferred upon Assignee hereunder are cumulative of and not in lieu of any other rights and powers otherwise granted Assignee.

8. Appointment of Attorney

Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest, and in the name, place and stead of Assignor, during any period when there is an Event of Default under the Reimbursement Agreement or the Deed of Trust, to subordinate at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the Deed of Trust, and to request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, as long as any part of the indebtedness secured hereby shall remain unpaid. Assignor hereby warrants that it has not, at any time prior to the date hereof, exercised any right to subordinate any Leases to the lien of the Deed of Trust or to any other mortgage of any kind, or ground lease, and further covenants not to exercise any such right.

9. Indemnification

Assignor hereby agrees to protect, defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense which Assignee may incur under or by reason of this Assignment, or for any action taken by Assignee hereunder; or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof and security deposits paid to and received by Assignor, but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon from and after demand for payment at the Default Rate (as defined and set forth in the Reimbursement Agreement) shall be payable by Assignor immediately upon demand, and shall be secured as a lien hereby and by said Deed of Trust.

10. Records

Until the indebtedness secured hereby shall have been paid in full, Assignor shall, upon request by Assignee, deliver to Assignee executed copies of any and all renewals of existing Leases and future Leases upon all or any part of the Premises, and will transfer and assign such Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute and deliver unto Assignee, upon demand and at any time, any and all assignments and other records and instruments, including but not limited to, rent rolls, tenant financial statements and books of account sufficient for the purpose that



Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment.

11. No Waiver

The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Reimbursement Agreement and the Deed of Trust or of the benefit of the laws of the State of Washington. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any such other action hereinbefore described, and shall not be deemed an election of remedies.

12. Primary Security

This Assignment is absolute, unconditional and primary in nature to the obligation evidenced and secured by the Reimbursement Agreement, the Deed of Trust and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from suing under the Reimbursement Agreement, foreclosing the Deed of Trust, or exercising any other right or remedy under any other document evidencing or collateralizing the indebtedness secured hereby.

13. Merger

Neither (a) the fact the Leases or the leasehold estates created thereby may be held directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (b) the operation of the law nor (c) any other event, shall merge any Leases or the leasehold estates created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Reimbursement Agreement and the Deed of Trust shall remain unpaid, unless Assignee shall consent in writing to such merger.

14. Termination of Assignment

Upon payment and satisfaction in full of all of the indebtedness and obligations of Assignor evidenced by the Reimbursement Agreement and secured by the Deed of Trust and payment of all sums payable hereunder, this Assignment shall be void and of no effect, and no judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until such indebtedness has actually been paid, but the affidavit, certificate, letter or statement of any officer of Assignee showing that any portion of said



indebtedness or sums remains unpaid, shall be and constitutes conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may and is hereby authorized by Assignor to rely on such affidavit, certificate, letter or statement. A demand by Assignee of any tenant for payment of Cash Collateral by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Cash Collateral to Assignee without the necessity for further consent by or notice to Assignor.

15. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant of the terms of this Assignment shall be in writing and shall be deemed to have been properly given if (a) personally delivered, (b) sent by overnight United States Express Mail or other comparable overnight courier service, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) sent by machine-confirmed facsimile to the address set forth below or such other address as may be given in writing:

The Assignee at: U.S. Bank National Association
1420 Fifth Avenue, 11th Floor
Mail Code PD-WA-T11M
Seattle, Washington 98101
Attention: Byron Richards
Telecopy: (206) 344-2887

The Assignor at: Wood Realty, LLC
c/o Skagit Valley Publishing Co.
221 First Avenue West, Suite 405
Seattle, Washington 98119
Attention: Jeffrey A. Hood
Telecopy: (206) 282-2143

Provided, however, that such address may be changed upon five (5) days' written notice thereof, similarly given to the other parties.

16. Assignment Binds Successor

The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns; and all subsequent owners of the Premises and subsequent issuer of the Letter of Credit and beneficiary under the Deed of Trust.



17. Additional Rights and Remedies

In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction to prevent a breach or default of, or to enforce the observation by such Assignor of the agreements, covenants, terms and conditions contained herein, and shall have the right to attorneys' fees, costs, expenses, and damages occasioned by any such breach or default by Assignor.

18. Venue

Venue of any action brought under the Assignment shall be in Skagit County, Washington or any other county in the state of Washington selected by Assignee.

19. Severability

If any provision of this Assignment or the application hereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other entities, persons or circumstances shall not be affected thereby, and shall be enforced to the greatest extent permitted by law.

20. No Third Party Beneficiaries

It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

21. Entire Agreement

This Assignment contains the entire agreement concerning the Assignment of Leases and Cash Collateral between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

22. Construction

Whenever used herein whenever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

23. Governing Law

The parties agree that the laws of the state of Washington shall govern the performance and enforcement of this Assignment.

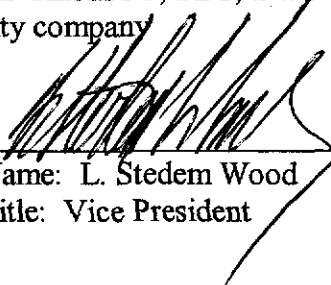
[The remainder of this page is intentionally left blank.]



IN WITNESS WHEREOF, the undersigned has executed this Assignment as of March 1, 2008.

WOOD REALTY, LLC, a Washington limited liability company

By


Name: L. Stedem Wood
Title: Vice President



STATE OF WASHINGTON)
121106) ss.
COUNTY OF SKAGIT)

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

Dated: March 18, 2008



Shelly L. Ham
Notary Public SHELLY L. HAM
Print Name: _____
My commission expires: 7/8/08

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 19 2008

Amount Paid \$ Ø
Skagit Co. Treasurer
By nam Deputy

ASSIGNMENT OF LEASES AND CASH COLLATERAL
12187-2331/LEGAL13913816.4
3/17/08



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Skagit County Auditor

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL A:

That portion of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the North line of the County road, known as Anderson Road and the Westerly line of Blodgett Road as said roads existed on March 21, 1947;

Thence Northerly along the Westerly line of said Blodgett Road to a point 467.5 feet (measured at right angles) North of the North line of Anderson Road;

Thence West 412 feet;

Thence South to the North line of the County Road;

Thence East 524 feet, more or less, to the point of beginning;

EXCEPT right of way for drainage ditch conveyed to Drainage District No. 17 by deed recorded February 28, 1941, under Auditor's File No. 335876, records of Skagit County, Washington;

AND EXCEPT that portion thereof conveyed to the State of Washington by deed recorded June 21, 1971, under Auditor's File No. 754331, records of Skagit County, Washington;

AND ALSO EXCEPT any portion thereof lying within the boundaries of the North 30 rods of the South 60 rods of said Southeast Quarter of the Southwest Quarter and of the Southwest Quarter of the Southeast Quarter.

Situated in Skagit County, Washington

PARCEL B:

That portion of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:



Beginning at a point on the North line of the County road known as Anderson Road, 387 feet, more or less, East of the West line of said Southeast Quarter of the Southwest Quarter (said point being the Southeast corner of that certain tract sold on contract to Malcolm B. Keller and Winifred E. Keller, husband and wife, dated February 27, 1953 and recorded March 9, 1953, under Auditor's File No. 485701, records of Skagit County, Washington;

Thence North along the East line of said Keller Tract to the North line of the South 30 rods of the Southeast Quarter of the Southwest Quarter;

Thence East along the North line of said South 30 rods to the Southeast Quarter of the Southwest Quarter to the West line, produced North of that certain tract conveyed to George E. Boynton by deed dated March 21, 1947, and recorded March 21, 1947, under Auditor's File No. 402255, records of Skagit County, Washington;

Thence South along the West line of said Boynton Tract to the North line of the County road;

Thence West along the North line of said road to the point of beginning;

EXCEPT that portion thereof conveyed to Drainage District No. 17 of Skagit County, Washington, by deed dated February 10, 1941 and recorded February 28, 1941, under Auditor's File No. 335876, records of Skagit County, Washington;

AND EXCEPT the North 50 feet thereof as conveyed to the Drainage District No. 17 of Skagit County, Washington, by deed dated November 15, 1949, and recorded November 28, 1949, under Auditor's File No. 438717, records of Skagit County, Washington, lying West of that certain ditch right of way conveyed under Auditor's File No. 335876, records of Skagit County, Washington;

AND ALSO EXCEPT the West 130 feet thereof;

AND ALSO EXCEPT that portion condemned by the State of Washington in Decree of Appropriation entered November 29, 1973, under Superior Court Cause No. 32871 and amended by Decree entered February 14, 1974.

Situated in Skagit County, Washington



200803190108

Skagit County Auditor

PARCEL C:

A strip of land ten feet wide in the South Half of the South 60 rods of the Southeast Quarter of the Southwest Quarter of Section 29, Township 34, Range 4 East of W.M., being more particularly described as follows:

From the South Quarter section corner of said Section 29 run West along Section line 425.6 feet;

Thence North 5°00' West 30 feet to the true point of beginning;

Thence, strip being five feet on each side of the centerline, continuing North 5°00' West a distance of 469.5 feet, more or less, to the North line of aforesaid South Half of the South 60 rods of the Southeast Quarter of the Southwest Quarter.

Situated in Skagit County, Washington

