



200807300095

Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name Patty Centrone
Address O'Melveny & Myers, LLP
400 South Hope Street
City/State Los Angeles, California 90071-2899

129978-S LAND TITLE OF SKAGIT COUNTY

P30882 P4K 10-34.9
Document Title(s): (or transactions contained therein)

LINE OF CREDIT DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES AND FIXTURE FILING (SKAGIT COUNTY, WASHINGTON) FINANCING STATEMENT
COVERING TIMBER TO BE CUT AND AS EXTRACTED COLLATERAL

Reference Number(s) of Related Documents:

None

Grantor:

SIERRA PACIFIC HOLDING COMPANY, a California corporation

Grantee (Trustee):

STEWART TITLE GUARANTY COMPANY

Grantee (Beneficiary):

AMERICAN AGCREDIT, FLCA

Abbreviated Legal Description as follows:

SEE EXHIBIT " L "

Complete legal description is on page ____ of document

Assessor's Property Tax Parcel/Account Number(s):

SEE EXHIBIT " T "

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**PREPARED BY, RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

**O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Attention: Brenda Dieck, Esq.
File #019,243-007**

**LINE OF CREDIT
DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES AND FIXTURE FILING (SKAGIT COUNTY, WASHINGTON)
FINANCING STATEMENT COVERING TIMBER TO BE CUT
AND AS EXTRACTED COLLATERAL**

by and from

SIERRA PACIFIC HOLDING COMPANY, "Grantor"

to

STEWART TITLE GUARANTY COMPANY, "Trustee"

for the benefit of

AMERICAN AGCREDIT, FLCA, in its capacity as Collateral Agent, "Beneficiary"

Effective as of July 21, 2008

**THIS DEED OF TRUST MAY SECURE ONE OR MORE VARIABLE RATE LOANS AND
NOTES WHICH VARY IN ACCORDANCE WITH THE SENIOR DEBT DOCUMENTS
(AS DEFINED HEREIN).**

**THE OBLIGATIONS SECURED BY THIS DEED OF TRUST INCLUDE REVOLVING CREDIT
OBLIGATIONS THAT PERMIT BORROWING, REPAYMENT AND REBORROWING.**

ATTENTION: COUNTY RECORDER: This instrument covers goods that are or are to become fixtures on the real property described herein and is to be filed for record in the records where deeds of trust on real estate are recorded and to be indexed, not only as a deed of trust but also as a fixture filing. Additionally, this instrument covers and should be appropriately indexed, not only as a deed of trust but also as a financing statement covering standing timber to be cut and as extracted collateral in connection with the real property described herein. The names and mailing addresses of the Grantor (Debtor) and Beneficiary (Secured Party) are set forth in the introductory paragraph of this instrument.

AgCredit/Sierra Pacific
LA1:1165867.3



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Skagit County Auditor

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**LINE OF CREDIT
DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES AND FIXTURE FILING (SKAGIT COUNTY, WASHINGTON)
FINANCING STATEMENT COVERING TIMBER TO BE CUT
AND AS EXTRACTED COLLATERAL**

THIS LINE OF CREDIT DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (SKAGIT COUNTY, WASHINGTON) FINANCING STATEMENT COVERING TIMBER TO BE CUT AND AS EXTRACTED COLLATERAL (this "**Deed of Trust**") is effective as of July 21, 2008 by and from **SIERRA PACIFIC HOLDING COMPANY**, a California corporation ("**Grantor**"), having an address at P.O. Box 496028, Redding, California 96049 to **STEWART TITLE GUARANTY COMPANY**, a Texas corporation ("**Trustee**"), having an address at 330 Madison Avenue S, Suite 201, Bainbridge Island, Washington 98110 for the benefit of **AMERICAN AGCREDIT, FLCA**, in its capacity as Collateral Agent (as hereinafter defined) for and representative of the Secured Creditors (as hereinafter defined) (Collateral Agent, together with its successors and assigns, "**Beneficiary**"), having an address at 5560 South Broadway, Eureka, California 95503. All initially capitalized terms used in this Deed of Trust but not otherwise defined herein shall have the respective meanings ascribed thereto in the Intercreditor Agreement (as hereinafter defined).

RECITALS

I. Grantor, Sierra Pacific Industries, a California corporation ("**SPI**"), Wetsel-Oviatt Lumber Co., a California corporation ("**Wetsel-Oviatt**"), American AgCredit, FLCA, in its capacity as collateral agent (together with its successors and assigns, "**Collateral Agent**"), and the Secured Creditors have entered into that certain Collateral Agency and Intercreditor Agreement dated as of June 11, 2008 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), that establishes certain rights with respect to the Collateral and the sharing of proceeds thereof among the Secured Creditors.

II. SPI has incurred indebtedness and other obligations under the Senior Debt Documents and may from time to time incur additional indebtedness and other obligations under the Senior Debt Documents. Grantor and certain Subsidiaries have executed and delivered the Guaranties in favor of the Secured Creditors, pursuant to which Grantor has guarantied the prompt payment and performance when due of all obligations of SPI under the Senior Debt Documents.

III. Grantor or any other Loan Party has entered, or from time to time may enter, into one or more Interest Rate Agreements and other Swap Documents with one or more Swap Counterparties in accordance with the terms of the Senior Debt Documents, and it is desired that the obligations of Grantor or such other Loan Party under the Interest Rate



Agreements and other Swap Documents, including, without limitation, the obligation of Grantor or such other Loan Party to make payments thereunder in the event of early termination thereof, be secured hereunder.

IV. It is a condition precedent to certain amendments to and extensions of credit under the Senior Debt Documents that Grantor execute and deliver this Deed of Trust. In order to induce the Secured Creditors to enter into such amendments and to continue to extend credit under the Senior Debt Documents, and in order to secure certain obligations of Grantor owed to the Secured Creditors under the Senior Debt Documents, Grantor has agreed to execute and deliver this Deed of Trust.

NOW THEREFORE, Grantor, in consideration of the acceptance by Trustee of the Trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure performance of the obligations described below, **GRANTS, TRANSFERS, ASSIGNS, BARGAINS, SELLS and CONVEYS** to Trustee and its successors and assigns, forever, **TO HAVE AND TO HOLD** the Mortgaged Property **IN TRUST, WITH POWER OF SALE** all of Grantor's estate, right, title, interest, claim and demand in and to the property described as follows, whether now existing or hereafter acquired (all of which is herein called the "**Mortgaged Property**") and Grantor does hereby bind itself, its successors and assigns to **WARRANT AND FOREVER DEFEND** the title to the Mortgaged Property unto Trustee:

A. All the tracts or parcels of land particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**");

B. All Improvements and all appurtenances, easements, rights and privileges thereof, including all thermal energy and other geothermal resources, all of Grantor's right, title and interest in Minerals, located in, on, under or pertaining to the Land, and any and all surface access and mining or drilling rights and any and all royalty, leasehold and other contractual rights of Grantor pertaining to any of the foregoing, and all air rights, water rights and development rights;

C. All crops and all trees, of any size, any age and any species, whether now located in or on or hereafter planted or growing in or on the Land, and all timber of any size, any age and any species (whether or not merchantable), and all additions, substitutions, renewals and natural increases thereof, now or hereafter growing, whether severed or unsevered, including standing and downed timber, logs, pulpwood, sawtimber, fiber, biomass, carbon rights and stumps and cut timber remaining on the Land or removed from the Land (collectively the "**Timber**") and all Forest Products (as such term is hereinafter defined) arising out of, generated by or from, or in any way related to Grantor's business operations conducted on or from, the Land, and any and all products or proceeds of any of the foregoing wherever located and whether resulting from the voluntary or involuntary sale, transfer or other disposition of Timber or Forest Products, subject to rights of Persons other than Grantor pursuant to any Cutting Rights Agreement or Timber Sales Agreement;



- D. All Timber Related Collateral, wherever located;
- E. All of Grantor's right, title and interest under all Cutting Rights Agreements, Timber Sales Agreements and harvesting contracts whether now existing or hereinafter entered into by Grantor or any predecessor or successor in interest;
- F. All Fixtures, whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Land;
- G. All rents, issues and profits (including royalties, revenues and other income) of, from and arising out of the sale or lease of the Land (including those under all the Leases), the Timber, the Minerals, the Improvements, the Forest Products and the Fixtures (the "Rents");
- H. All leasehold estate, right, title and interest in and to all Leases or subleases covering the Land or any portion thereof now or hereafter existing or entered into;
- I. All accounts (as defined in the UCC) arising from the sale or lease of any of the Mortgaged Property (the "Accounts");
- J. All buildings, building materials, fixtures, fittings, and personal property of every kind or character now owned or hereafter erected by the Grantor on the Land or acquired for the purpose of being used or useful in connection with the Land whether such materials, fixtures, fittings, and personal property are actually located on or adjacent to the Land or not, and whether in storage or otherwise, wheresoever the same may be located including, but without limitation, all lumber and lumber products, bricks, building stones, and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, ranges, refrigerators, dishwashers, disposals, and in general all building materials of every kind and character used or useful in connection with said improvements or intended for construction, alteration and repair of the Improvements, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon delivery thereof to the Mortgaged Property;
- K. All easements (including, but not limited to, the Appurtenant Easements set forth on Exhibit B attached hereto), permits, licenses, other Authorizations, rights of way, road use agreements, other rights used in connection with the Mortgaged Property or as a means of access thereto, all tenements, hereditaments and appurtenances thereof and thereto, BLM Permits, U.S. Forest Service Permits, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers (whether riparian, appropriative or otherwise and whether or not appurtenant), all water service contracts and licenses and licenses now or hereafter relating to or used in connection therewith, mineral and mining rights above and below the surface, and all water service contracts and licenses now or hereafter relating to or used in



connection therewith, all ditch rights, and all shares of stock evidencing any such water or ditch rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Grantor of, in and to the same to the extent Grantor's rights thereunder are transferable or assignable;

L. All right, title, and interest at anytime of Grantor (or any of its bailees, agents or instrumentalities), whether now existing or hereafter arising or acquired, whether direct or indirect, whether owned legally, of record, equitably or beneficially, whether constituting real or personal property (or subject to any other characterizations), whether created or authorized under existing or future laws or regulations, and however arising in, including without limitation, the following, which shall collectively be called "**Water Assets**":

1. All water (including any water inventory in storage), water rights and entitlements, other rights to water and other rights to receive water or water rights of every kind or nature whatsoever including (i) the groundwater on, under, pumped from or otherwise available to the Mortgaged Property, whether as the result of groundwater rights, contractual rights or otherwise, (ii) Grantor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency or any rights granted or created by any use, easement, covenant, agreement, or contract with any person or entity, (iii) any rights to which the Mortgaged Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive, decreed or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, or other water-related entitlement appurtenant or otherwise applicable to the Mortgaged Property by virtue of the Mortgaged Property being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity;

2. All stock, interest or rights (including any water allocations, voting or decision rights) in any entity, together with any and all rights from any entity or other person to acquire, receive, exchange, sell, lease, or otherwise transfer any Water Assets, to store, deposit or otherwise create water credits in a water bank or similar or other arrangement for allocating water, to transport or deliver water, or otherwise to deal with any Water Asset;

3. All licenses, permits, approvals, contracts, decrees, rights and interests to acquire or appropriate any Water Assets, water bank or other credits evidencing any right to Water Assets, to store, carry, transport or deliver Water Assets, to sell, lease, exchange, or otherwise transfer any Water Asset, or to change the point for diversion of water, the location of any Water Asset, the place of use of any Water Asset, or the purpose of the use of any Water



Asset;

4. All rights, claims, causes of action, judgments, awards, and other judicial, arbiter or administrative relief in any way relating to any Water Asset;

5. All storage and treatment rights for any Water Asset, whether on or off the Mortgaged Property or other property of Grantor, together with all storage tanks, and other equipment used or usable in connection with such storage and any water bank deposit credits, deposit accounts or other rights arising on account of the storage or nonuse of any Water Asset;

6. All rights to transport, carry, allocate or otherwise deliver Water Assets by any means wherever located;

7. All systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the Mortgaged Property;

8. All guaranties, warranties, marketing, management or service contracts, indemnity agreements, and water right agreements, other water related contracts and water reallocation rights, all insurance policies regarding or relating to any Water Asset;

9. All rents, issues, profits, proceeds and other accounts, instruments, chattel paper, contract rights, general intangibles, deposit accounts, and other rights to payment arising from or on account of any use, nonuse, sale, lease, transfer or other disposition of any Water Asset;

References to "water" and "water rights" are used herein in the broadest and most comprehensive sense of the term(s). The term "water" includes water rights and rights to water or whatever rights to money, proceeds, property or other benefits are exchanged or received for or on account of any Water Assets or any conservation or other nonuse of water, including whatever rights are achieved by depositing one's share of any Water Assets in any water bank or with any water authority, or any other water reallocation rights.

M. All books and records, including all documents, customer lists, data bases, GIS programs, computer software (to the extent transferable) and any other document or computer program (to the extent transferable) in each case to the extent relating to the other items of Mortgaged Property described herein;

N. All general intangibles to the extent relating to the other items of Mortgaged Property described herein including, but not limited to, all contracts and contract rights, including, but not limited to, any and all Timber cutting contracts and mineral extraction contracts and all related tax refunds, property and harvest tax refunds, vendor and other rebates, franchises, trademarks, trade names, trade styles, labels, copyrights, patent rights, technical processes, leases, grazing privileges, permits, water rights, revolving funds credits, patronage



dividends, marketing agreements, and rights under any government or other loan, reserve, disaster, diversion, deficiency, soil conservation, or other production control, price support, disaster assistance or other similar governmental or non-governmental program relating to the other items of Mortgaged Property described herein;

O. All rights (including rights hereafter acquired) with respect to any statutory or common law lien or trust, including but not limited to mechanic's or materialman's lien, packer's lien, producer's lien, or any lien on livestock, farm products, crops, timber, or the products or proceeds thereof, and any rights as beneficiary under any federal or state statutory or common law trust;

P. All Receivables, whether now or hereafter due; and

Q. All proceeds (as that term is defined in the UCC) of the foregoing, whether due to voluntary or involuntary disposition, and all renewals, replacements, substitutions, additions, natural increases, subsequent purchases, accessions, rents, issues, royalties and profits of or to the foregoing, including all judgments, awards of damages and settlements hereafter made resulting from condemnation or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Mortgaged Property including any payments pursuant to any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Mortgaged Property, or the proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

All of the foregoing shall be deemed real property and conveyed by this Deed of Trust.

To the extent that any of the Mortgaged Property constitutes personal property, this Deed of Trust shall also be deemed to be a security agreement and Grantor does hereby create and grant to Beneficiary a security interest in all such personal property described herein and further grants to Beneficiary all of the rights and remedies of a secured party under the Uniform Commercial Code and other applicable state law, which rights are cumulative.

THIS DEED OF TRUST IS GIVEN FOR THE PURPOSE OF SECURING payment and performance of the Obligations and every other obligation, covenant and agreement of Grantor contained in any agreement now or hereafter executed by Grantor which recites that the obligations thereunder are secured by this Deed of Trust.

Grantor covenants and agrees with Beneficiary as follows:

ARTICLE I

1.01 Certain Defined Terms. As used in this Deed of Trust the following terms shall have the following meanings:



Accounts: As defined in Granting Paragraph I. of this Deed of Trust.

Agency Documents: As defined in Section 4.13(a) of this Deed of Trust.

Appurtenant Easement: Such agreements, licenses, permits, easements, rights of way and other arrangements, whereby Grantor, its successors, assigns, subsidiaries and affiliates, was or will be granted access to portions of the Land over the land of other entities and/or persons.

Authorizations: Any and all permits, entitlements, licenses, orders, approvals, exemptions, authorizations, certifications, franchises, environmental approvals (including any environmental impact statement or report required under applicable law for Grantor's acquisition or disposition of the Land or harvesting of the Timber or for any other operations of Grantor) on the Land, water appropriative rights and permits, zoning and land use entitlements and other authorizations, whether now existing or hereafter issued to or obtained by or on behalf of Grantor relating to the development, occupancy, ownership, management and use of, and/or the Timber harvesting, cutting and sales operations conducted on or from, the Mortgaged Property.

Beneficiary: As defined in the introduction to this Deed of Trust.

BLM Permits: All permits, rights of way and road use agreements, whereby Grantor, its successors, assigns, subsidiaries, or affiliates was granted access or other use rights to certain portions of the Land by the United States Department of the Interior Bureau of Land Management.

Collateral Agent: As defined in the Recitals of this Deed of Trust.

Deed of Trust: As defined in the introduction to this Deed of Trust.

Default Rate: The rate equal to the highest applicable rate set forth in the Senior Debt Documents as the interest rate imposed on the Obligations upon the occurrence and during the continuation of any Event of Default.

Event of Default: As defined in Section 3.01 hereof.

Field Servicer: American AgCredit, FLCA and its successors and assigns.

Fixtures: All fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, whether or not permanently affixed to the Land or the Improvements, and all additions, substitutions and replacements thereof.



Forest Products: Any and all logs, timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all timber and lumber subject to any manufacturing process, all raw material and work in progress, all products resulting from any milling or manufacturing process and all substitutions, additions and replacements thereto, and all goods, inventory and other timber products, now or hereafter owned or acquired by Grantor or in which Grantor has an interest, in each case as derived from the Land.

Grantor: As defined in the introduction to this Deed of Trust.

Impositions: All real estate and personal property and other taxes and assessments, water and sewer rates and charges levied or assessed upon or with respect to the Mortgaged Property, all severance, Forest Products, harvesting, ad-valorem and any other additional or special taxes and assessments imposed or levied upon the Timber and/or Grantor's timber sales, severance and harvesting operations, and all other governmental charges and any interest or costs or penalties with respect thereto, ground rent and charges for any easement or agreement maintained for the benefit of the Mortgaged Property (but excluding any amounts payable to affiliates of Grantor), general and special, ordinary and extraordinary, foreseen or unforeseen, of any kind and nature whatsoever that at any time prior to or after the execution of the Senior Debt Documents may be assessed, levied, imposed, or become a lien upon the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof; and any and all other charges, expenses, payments, claims, mechanics', material suppliers', loggers, lumberman's, woodworkers' or timberland owners' liens or assessments of any nature, if any, which are or may become a lien upon the Mortgaged Property or the rent or income received therefrom.

Improvements: All buildings, structures and other improvements and appurtenances, located on the Land, and all improvements, additions, substitutions and replacements thereof, and other buildings and improvements, at any time hereafter constructed, intended to be constructed or placed upon the Land.

Intercreditor Agreement: As defined in the Recitals of this Deed of Trust.

Land: As defined in Granting Paragraph A. of this Deed of Trust.

Leases: Any and all present or future leasehold interests pursuant to which a third party is the tenant party thereunder, including subleases and tenancies following attornment, and other agreements providing for the use or occupancy of any portion of the Land (other than Cutting Rights Agreements and Timber Sale Agreements and agreements for access to, through or across the Land) and/or the Improvements, together with any amendments, modifications, renewals and extensions thereof, and all guaranties of the obligations of the party or parties thereof (other than Grantor).



Lien: with respect to any Person, any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such Person under any conditional sale or other title retention agreement or capital lease, upon or with respect to any property or asset of such Person (including in the case of stock, stockholder agreements, voting trust agreements and all similar arrangements).

Loan Party: Any of Grantor, SPI, Wetsel-Oviatt and their respective subsidiaries that are party to any Senior Debt Document.

Minerals: All oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, limerock, coal and other mineral resources and subterranean substances.

Mortgaged Property: As defined in the Granting Paragraph of this Deed of Trust.

Obligations: All of the present and future agreements, covenants, conditions, representations, warranties and other obligations of every nature of the Loan Parties, whether for principal, interest, reimbursement of amounts drawn under Letters of Credit, fees, expenses, premiums, any Make-Whole Amount (as defined in each of the Timber Note Agreements), any Yield Maintenance Amount (as defined in the AAC Credit Agreement), indemnification or otherwise, and whether direct or indirect, assigned or assumed, contingent or absolute, or due or to become due, owed from time to time under the Senior Debt Documents, this Deed of Trust, or any Swap Document with any Swap Counterparty, as the same may be assigned or participated in from time to time, including any present and future indebtedness thereunder.

Permitted Liens: Liens permitted under all of the Senior Debt Documents.

Person: An individual, a partnership, a corporation (including a business trust), a joint stock company, an unincorporated association, a limited liability company, a joint venture, a trust or other entity or a governmental authority.

Receivables: All rights to payment, payment intangibles, payment of money or payment in kind, whether due or to become due and whether or not earned by performance, accounts, contract rights, revolving fund credits, patronage dividends, chattel paper, leases, conditional sales contracts, documents, warehouse receipts, weight or scale tickets, instruments, general intangibles, and rights under any government or other loan, reserve, disaster, diversion, deficiency, soil conservation, or other production control or price support program.

Rents: As defined in Granting Paragraph G. of this Deed of Trust.

Secured Creditors: As defined in the Intercreditor Agreement.



SPI: As defined in the Recitals of this Deed of Trust.

Swap Documents: As defined in the Intercreditor Agreement.

Swap Counterparty: As defined in the Intercreditor Agreement.

Timber: As defined in Granting Paragraph C. of this Deed of Trust.

Timber Related Collateral: Any and all Forest Products arising out of, generated by or from, or in any way related to Grantor's business operations wherever located or conducted, other than on or from the Land.

Trustee: As defined in the introduction to this Deed of Trust.

UCC: The Uniform Commercial Code with respect to the creation of any security interest herein, except to the extent that the provisions of Section 9-301 or any other section of the Uniform Commercial Code in the State of New York mandates that the Uniform Commercial Code of another state be applied, in which event (and to such extent), the term "UCC" means the UCC (as defined in the Senior Debt Documents) in effect in that state.

U.S. Forest Service Permits: All permits, rights of way and road use agreements, whereby Grantor, its successors, assigns, subsidiaries, or affiliates was granted access to or use of certain portions of the Land by the United States Forest Service (United States Department of Agriculture).

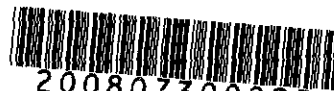
Water Assets: As defined in Granting Paragraph L. of this Deed of Trust.

Wetsel-Oviatt: As defined in the Recitals of this Deed of Trust.

ARTICLE II

2.01 Performance of Senior Debt Documents and Deed of Trust. Grantor shall perform, observe and comply or shall cause the performance, observation, or compliance with all provisions of this Deed of Trust and of the Senior Debt Documents and duly and punctually shall pay or shall cause payment to Beneficiary the sum of money expressed in the Senior Debt Documents, with interest thereon and all other sums required to be paid by Grantor pursuant to the provisions of this Deed of Trust or the Senior Debt Documents, all without any deductions or credit for taxes or other similar charges paid by Grantor.

2.02 Warranty of Title. The Grantor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged and has good and absolute title to the Timber and to all existing personal property hereby mortgaged and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid;



that, except for Permitted Liens, the same is free and clear of all liens, charges, and encumbrances whatsoever, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Grantor shall and will warrant and forever defend such title thereto unto the Beneficiary, its successors and assigns, against the lawful claims of all persons whomsoever.

2.03 Other Taxes and Utilities.

(a) Subject to the provisions in the Senior Debt Documents regarding the payment of taxes, Grantor shall pay before delinquent all taxes, assessments, water rates, dues, charges, fines and Impositions of every nature whatsoever (except those that, individually or in the aggregate, are not material) imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Beneficiary in the Mortgaged Property, this Deed of Trust, or the Senior Debt Documents, as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Grantor or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property in accordance with the terms of the Senior Debt Documents.

(b) Grantor represents and warrants that it has not taken or failed to take any action and shall not take or fail to take any action with respect to the Land that would cause a change for ad valorem property tax purposes in any timber land or forest land classification or designation and that would result in the imposition of any amount of additional or compensating ad valorem property tax or any penalty amount related thereto, except such changes that (i) individually or in the aggregate, are not material and result in such taxes or penalties that, individually or in the aggregate, are not material or (ii) are otherwise specifically permitted under the Senior Debt Documents.

(c) Grantor shall pay promptly all charges by utility companies, whether public or private, for electricity, gas, water, sewer, or other utilities furnished to the Land.

2.04 Insurance. Grantor shall, at its sole cost and expense, maintain or cause to be maintained with financially sound and reputable insurers such insurance as is set forth in the provisions of the Senior Debt Documents regarding the maintenance of insurance with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for corporations similarly situated in the industry.

2.05 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Deed of Trust shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, such action shall be treated as a condemnation and sale of such Mortgaged Property for purposes of the Senior Debt Documents (but shall not be deemed a violation of any provision of the Senior Debt Documents prohibiting transfer thereof). Subject to



the Intercreditor Agreement, all compensation, awards, and other payments or relief therefor shall be applied in accordance with the provisions of the Senior Debt Documents relating to prepayments and, if applicable, the reduction of revolving loan commitments with net asset sale proceeds exclusive of the Mortgaged Property and application of net condemnation proceeds. If an Event of Default shall have occurred and is continuing, Beneficiary shall be authorized, at its option, to commence, appear in and prosecute, in its own or Grantor's name, any action or proceedings relating to any condemnation, and to settle or compromise any claim in connection therewith. Grantor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Beneficiary may require.

2.06 Care of the Mortgaged Property.

(a) Grantor shall preserve and maintain the Mortgaged Property in good condition and repair, normal wear and tear excepted, and will not commit or suffer any waste; provided nothing in this Section 2.06 shall prevent the Grantor from discontinuing the operation and the maintenance of any of the Mortgaged Property if such discontinuance is otherwise permitted under the Senior Debt Documents. The Grantor will manage the Mortgaged Property in accordance with the terms of the Senior Debt Documents. Grantor shall manage and shall cause Persons other than Grantor with rights in the Timber to manage, all Timber on the Land in a manner consistent with good forestry practices and procedures and in accordance with the terms and conditions of the Senior Debt Documents. Grantor shall conduct, and shall cause Persons other than Grantor with rights in the Timber to conduct, all harvesting operations on the Land in accordance with generally accepted sound forestry practices and procedures and the terms of the Senior Debt Documents and shall use reasonable care to avoid unnecessary damage to remaining Timber on the Land. Without limiting the foregoing, the Grantor will implement the measures consistent with the provisions of the Senior Debt Documents relating to the conduct of the timber business to protect the Mortgaged Property from fire, disease and blight.

(b) Grantor shall give prompt written notice (in any event within 15 days) to the Beneficiary of any Event of Loss resulting in a loss or damage to the Mortgaged Property in excess of \$10,000,000 per occurrence or affecting 5,000 acres or more of the Mortgaged Property.

(c) Grantor shall comply promptly with all laws, ordinances, rules, regulations and orders and all applicable restrictions in all material respects imposed by all Governmental Authorities, including, without limitation, all laws, ordinances, rules and regulations relating to timber harvesting, zoning, building codes, set back requirements and environmental matters, and with all present and future restrictive covenants affecting the Mortgaged Property.

(d) If all or any part of any material Improvements shall be damaged by fire or other casualty, Grantor shall promptly commence and diligently restore the Improvements to the condition required by the Senior Debt Documents, regardless of whether or not there shall be any insurance proceeds therefor. If a part of the Mortgaged Property shall be physically damaged through condemnation, Grantor shall promptly commence and diligently restore, repair or alter



the remaining property in a manner reasonably satisfactory to continue Grantor's operations on the Mortgaged Property or to protect the value of the Mortgaged Property in accordance with prudent business practices in the timber industry.

(e) Grantor covenants that it shall not commit any acts, and shall take no action, that would materially impair the BLM Permits, the U.S. Forest Service Permits or the Appurtenant Easements and shall take all actions reasonably necessary to keep the BLM Permits, the U.S. Forest Service Permits and Appurtenant Easements in full force and effect, except to the extent such BLM Permit, the U.S. Forest Service Permit or Appurtenant Easement serves Land that is disposed of in a transaction permitted by the Senior Debt Documents. Any failure to do so shall constitute an Event of Default pursuant to Section 3.01 below.

2.07 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by Beneficiary, Grantor shall make, execute and deliver or cause to be made, executed and delivered, to Beneficiary and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall reasonably be deemed desirable by Beneficiary any and all such other and further Mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligation of Grantor under the Senior Debt Documents and this Deed of Trust, and the lien of this Deed of Trust as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor so to do within a reasonable time after Beneficiary's request, Beneficiary may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Beneficiary the agent and attorney-in-fact of Grantor so to do. The lien hereof shall automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Mortgaged Property or any part thereof.

2.08 Timber Contracts Affecting Mortgaged Property. Grantor shall comply in all material respects with and observe its obligations as landlord under all Leases and its obligations under all contracts for sale and harvesting of Timber affecting the Mortgaged Property or any part thereof. If requested by Beneficiary, Grantor shall furnish Beneficiary with executed copies of all log and fiber supply agreements, Cutting Rights Agreements, Timber Sales Agreements and other material agreements as described in the provisions of the Senior Debt Documents regarding timber-related documents and material contracts, and all Leases now or hereafter created with respect to all or any part of the Mortgaged Property. Grantor will not accept Rents or payment of rent or payments for the sale or harvesting of timber more than three (3) months in advance of the due date for such payment without the express written consent of Beneficiary, which consent shall not be unreasonably withheld. If requested by the Beneficiary, Grantor shall separately assign to Beneficiary as additional security (but without implying that any transfer or assignment pursuant hereto is incomplete or insufficient) any and all such Cutting Rights Agreements, Timber Sales Agreements, harvesting contracts and other timber contracts, in each



case to the extent they relate to the Mortgaged Property, whether now existing or hereafter created, including, without limitation, all Rents, royalties, issues, and profits of the Mortgaged Property from time to time accruing. Grantor shall not amend, terminate, modify, assign or release any of such log and fiber agreements, Cutting Rights Agreements, Timber Sales Agreements, other material agreements and Leases without Beneficiary's prior written consent, which consent shall not be unreasonably withheld; provided, however, Beneficiary's consent shall not be required with respect to termination, modification, assignment or release of any such log and fiber agreements, Cutting Rights Agreements, Timber Sales Agreements, other material agreements or Leases if and to the extent Beneficiary has no consent rights with respect to such agreements pursuant to the provisions of the Senior Debt Documents relating to timber asset transfers and sales.

2.09 Performance by Beneficiary of Defaults by Grantor. If Grantor shall default in the (i) payment of any tax, lien, assessment, charge or other Imposition (except those that, individually or in the aggregate, are not material) levied or assessed against the Mortgaged Property, (ii) payment of any utility charge, whether public or private, (iii) payment of insurance premium; (iv) procurement of insurance coverage and the delivery of evidence of the insurance policies required hereunder; or (v) performance or observance of any covenant, condition, or term of this Deed of Trust, then subject to Grantor's right to contest and cure set forth in the applicable Senior Debt Documents, Beneficiary, at its option, may perform or observe the same, and all payments made or costs incurred by Beneficiary in connection therewith, shall be secured hereby and shall be immediately repaid, upon demand, by Grantor to Beneficiary with interest thereon at a rate equal to the Default Rate. Beneficiary, acting in a commercially reasonable manner, shall determine the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions; and of the amount necessary to be paid in satisfaction thereof. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any person in possession holding under Grantor.

2.10 Estoppel Affidavits. The Grantor within ten (10) days after written request from the Beneficiary shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Obligations and whether or not any offsets or defenses exist against such principal and interest.

2.11 Indemnity and Attorneys' Fees. Grantor shall indemnify, defend, protect and hold Beneficiary harmless from any and all liability, loss, claims, damage, cost or expense (including reasonable attorneys' fees) that Beneficiary may or might incur hereunder, or in connection with the making or administering of the Obligations, the enforcement of any of Beneficiary's rights or remedies hereunder or under the other Senior Debt Documents, any action taken by Beneficiary hereunder or thereunder, whether or not suit is filed, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary arising out of the Mortgaged Property, or any part thereof or interest therein, or as to which it



becomes necessary to defend or uphold the lien of this Deed of Trust or any other Senior Debt Documents, except to the extent that such claim is solely the result of the Beneficiary's gross negligence or willful misconduct. Should Beneficiary incur any such liability, loss, claim, damage, cost or expense, the amount thereof with interest thereon at the Default Rate shall be payable by Grantor immediately without demand, shall be secured by this Deed of Trust, and shall be part of the obligations secured hereby.

2.12 Litigation. Grantor shall promptly give notice in writing to Beneficiary of any litigation threatened against or affecting Grantor or the Mortgaged Property which individually or in the aggregate, if adversely determined, could reasonably be expected to result in a Material Adverse Effect.

2.13 Inspection of Mortgaged Property. Grantor hereby grants to Beneficiary, its accountants, agents, attorneys, appraisers, employees, consultants and contractors, the right at Beneficiary's expense if no Event of Default shall have occurred and be continuing, or at Grantor's expense if an Event of Default shall have occurred and be continuing, and upon reasonable prior notice the right to inspect Grantor's books, accounts, records and reports the right to enter upon the Mortgaged Property for the purpose of making any and all inspections, reports, tests, inquiries and reviews as Beneficiary may reasonably deem necessary in order to assess the then current condition of the Mortgaged Property. Beneficiary shall exercise commercially reasonable business practices in coordinating inspections with Grantor's corporate office in a manner that does not unduly interfere with the conduct of Grantor's ordinary business operations.

2.14 Tax Receipts and Additional Information. Grantor shall deliver to Beneficiary, within seven (7) days after demand made therefor, bills showing the payment to the extent then delinquent of all taxes, assessments (including those payable in periodic installments), or other Imposition that may have become a lien upon the Mortgaged Property or any part thereof and any and all such other information that Beneficiary may reasonably request concerning the Mortgaged Property or the operation thereof or the performance by Grantor of the obligations secured by this Deed of Trust.

2.15 Reimbursement. Any amount paid by Beneficiary for any tax, stamp tax, assessment, water rate, sewer rate, insurance premium, repair, rent charge, debt, claim, inspection or lien, whether or not having priority over this Deed of Trust, or to in any way protect the security for the Obligations or the lien hereof, shall (i) bear interest at the Default Rate from the date of payment by Beneficiary, (ii) constitute additional indebtedness secured by this Deed of Trust, prior to any right, title or interest in or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Deed of Trust, (iii) be secured by this Deed of Trust, and (iv) be payable by Grantor to Beneficiary, together with interest thereon, upon demand.

2.16 Restrictive Uses. Grantor shall not initiate, join in, or consent to any change in the current use of the Mortgaged Property or in any zoning ordinance, private restrictive



covenant, assessment proceedings or other public or private restriction (except those that, individually or in the aggregate, are not material) limiting or restricting the uses that may be made of the Mortgaged Property or any part thereof or any timber harvesting operations thereon without the prior written consent of Beneficiary except such changes as are permitted under all of the Senior Debt Documents.

2.17 Due on Sale or Encumbrance. In the event that (i) any Loan Party sells, transfers, assigns, conveys, encumbers, exchanges or otherwise disposes of the Mortgaged Property or any part thereof or any interest therein in any manner or way, whether voluntary or involuntary, in contravention of any of the Senior Debt Documents, or (ii) any merger, consolidation or dissolution involving, or the sale or transfer of all or substantially all of the assets of Grantor occurs in contravention of the Senior Debt Documents, in each case, without the prior written consent of Beneficiary acting with the requisite consent of the Secured Creditors pursuant to the Intercreditor Agreement, then (a) the unpaid principal amount of and accrued interest on the Obligations and any prepayment premium (if any) and (b) all other obligations shall automatically become immediately due and payable, without presentment, demand, protest or other requirements of any kind, all of which are hereby expressly waived by any such Loan Party, and the obligation of each Lender to make any Loan shall thereupon terminate. Consent to one such transfer by Beneficiary shall not be deemed a waiver to require such consent to further or future transfers. Grantor acknowledges and agrees that each Secured Creditor, as the case may be, has the right to maintain its investment in the Loans or Timber Notes, as applicable, free from repayment by SPI (except as specifically provided for in the Senior Debt Documents) and that the provision for payment of a prepayment premium (if any) by SPI in the event that the Loans or Timber Notes, as applicable, are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

2.18 Authorizations. Grantor hereby agrees not to amend, supplement, cancel, surrender, allow to expire (other than expiration of the term thereof), terminate, release or waive any material Authorization or any material provision thereof, issued to it and required for the use, occupancy, operation, management, repair or maintenance of Mortgaged Property or for the management, cutting, harvesting, milling or other disposition of the Timber, or permit any of the foregoing without the prior written consent of Beneficiary if such action is reasonably likely to have a Material Adverse Effect. Consent to one amendment, supplement, cancellation, surrender, expiration, termination, release or waiver shall not be deemed to be a waiver of the right to require consent to other, further or successive amendments, supplements, cancellations, surrenders, expirations, terminations, releases or waivers. Any such amendment, supplement, cancellation, surrender, expiration, termination, release or waiver, whether oral or in writing, made without the prior written consent of Beneficiary shall, to the extent permitted by law, not be valid or effective against Beneficiary. Grantor shall not take any action or omit to take any action which would adversely affect, or permit the suspension, expiration, termination, non-renewal or revocation, of any Authorizations. Grantor agrees promptly to notify Beneficiary in writing with respect to any default or alleged default by Grantor under any such Authorization or



the commencement of any investigations, hearings or proceedings that specifically involve any such Authorization and could lead to modification, suspension, termination, nonrenewal or revocation of any such Authorization (except those that, individually or in the aggregate, are not material). Upon Beneficiary's request, Grantor shall also promptly deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by Grantor with respect to any such default or alleged default or such investigation, hearing or proceeding.

2.19 Leasing. Grantor shall not further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents except in connection with a disposition of the Mortgaged Property encumbered by such Lease which is permitted under all of the Senior Debt Documents. Except for Leases for communications equipment and facilities, recreational leases, hunting or fishing leases and such other leases made in the ordinary course of business by Grantor consistent with prior practice which could not reasonably be expected to have a Material Adverse Effect on the use of the Mortgaged Property for commercial timber management, the value or marketability of the Mortgaged Property or on legal or physical access to the Mortgaged Property, and except as otherwise permitted under the Senior Debt Documents, Grantor shall not, without the prior written consent of Beneficiary, which shall not be unreasonably withheld, (i) enter into any Lease of or relating to all or any part of the Mortgaged Property or renew or extend any such agreement; (ii) amend, modify or alter in any material manner any Lease or waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge the other party from any obligations, covenants, conditions and agreements (except those that, individually or in the aggregate, are not material) by such parties to be kept, or accept or consent to any surrender of the Leases; (iii) further assign any Lease or pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents; or (iv) commence an action of ejectment or summary proceedings for dispossession of any party under any Lease.

ARTICLE III

3.01 Event of Default. The term Event of Default, wherever used in the Deed of Trust, shall mean (i) an Event of Default as defined in the Intercreditor Agreement, (ii) an Event of Default as defined in any of the Senior Debt Documents, or (iii) Grantor defaults in the performance of or compliance with any term contained herein that is not included in the Senior Debt Documents, and such default is not remedied within 30 days after the earlier of (a) a Responsible Officer of Grantor having received actual notice of the existence of a default; or (b) Grantor having received written notice of the same from Beneficiary.

3.02 Acceleration of Maturity. If an Event of Default shall have occurred and is continuing, then the entire principal amount of the Obligations secured hereby with interest accrued thereon shall, at the option of Beneficiary and subject to the provisions of the applicable Senior Debt Documents, become due and payable without notice or demand, time being of the essence; and any omission on the part of Beneficiary to exercise such option when entitled to do so shall not be considered as a waiver of such right.



3.03 Right of Beneficiary to Enter and Take Possession.

(a) If an Event of Default shall have occurred and is continuing, Grantor, upon demand of Beneficiary, shall forthwith surrender to Beneficiary the actual possession, and if and to the extent permitted by law, Beneficiary may enter and take possession, of all the Mortgaged Property, and may exclude Grantor and its agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, Beneficiary may hold, store, use, operate, manage, and control the Mortgaged Property and conduct the business thereof, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments, and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty, and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Grantor in Grantor's name (in the event a receiver is appointed) or otherwise (including, without limitation, selling and harvesting timber), with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Beneficiary, all as Beneficiary from time to time may determine to be to its best advantage; and Beneficiary may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting (A) all reasonable expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments, and other charges prior to the lien of this Deed of Trust as Beneficiary may determine to pay; (E) other proper charges upon the Mortgaged Property or any part thereof; and (F) the reasonable compensation, expenses, and disbursements of the attorneys and agents of Beneficiary; shall apply the remainder of the moneys so received by Beneficiary to the payment of accrued interest, and to the payment of overdue installments of principal, all in such order and priority as Beneficiary may determine in accordance with the terms of the Intercreditor Agreement and the other Senior Debt Documents.

(c) Whenever all such Events of Default have been cured and satisfied, Beneficiary may, at its option, surrender possession of the Mortgaged Property to Grantor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

3.04 Receiver.

(a) If an Event of Default shall have occurred and be continuing, Beneficiary, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof.



(b) Grantor shall pay to Beneficiary upon demand all reasonable expenses, including receiver's fees, attorney's fees and costs, and agent's compensation, incurred pursuant to the provisions contained in this Section 3.04; and all such expenses shall be secured by this Deed of Trust.

3.05 Beneficiary's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Beneficiary may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Senior Debt Documents or the performance of any term thereof or any other right, (b) to foreclose this Deed of Trust and to sell the Mortgaged Property, in accordance with applicable law, and (c) to pursue any other remedy available to it, all as Beneficiary shall deem most effectual for such purposes. Beneficiary shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Beneficiary may determine.

3.06 Power of Sale.

(a) If an Event of Default shall have occurred and be continuing, Beneficiary may institute proceedings for the foreclosure of this Deed of Trust, either by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Beneficiary may determine. With respect to any notices required or permitted under the UCC, Grantor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary or any Secured Creditor may be the purchaser at such sale and if Beneficiary is the highest bidder, Beneficiary, as agent for and representative of the Secured Creditors (but not any Secured Creditor individually for its own account unless the Directing Creditors shall otherwise agree in writing), shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Mortgaged Property sold at any such sale, to credit the portion of the purchase price that would be distributed to Beneficiary against the Obligations in lieu of paying cash. Following the completion of a judicial foreclosure or a trustee's sale of all or a portion of the security for the obligations secured hereby, to the fullest extent permitted by law, including without limitation, RCW 61.24.100, Beneficiary may seek and obtain a deficiency judgment.

(b) Sale of Personal Property under UCC. If any Event of Default shall have occurred and be continuing, Beneficiary may exercise in respect of the Mortgaged Property which constitutes personal property, in addition to all other rights and remedies provided for



herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC, and also may (i) require Grantor to, and Grantor hereby agrees that it shall at its expense and upon request of Beneficiary forthwith, assemble all or part of the Mortgaged Property which constitutes personal property as directed by Beneficiary and make it available to Beneficiary at a place to be designated by Beneficiary that is reasonably convenient to both parties, (ii) enter onto the property where any Mortgaged Property is located and take possession thereof with or without judicial process, (iii) prior to the disposition of the Mortgaged Property, store, process, repair or recondition the Mortgaged Property or otherwise prepare the Mortgaged Property for disposition in any manner to the extent Beneficiary deems appropriate, (iv) take possession of all or any portion of the Land or place custodians in exclusive control thereof, remain on such premises and use the same and any of Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (iii) and collecting any Obligation, (v) without notice except as specified below, sell the Mortgaged Property which constitutes personal property or any part thereof in one or more parcels at public or private sale, at any of Beneficiary's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Beneficiary may deem commercially reasonable. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Beneficiary shall not be obligated to make any sale of Mortgaged Property regardless of notice of sale having been given. Beneficiary may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Beneficiary arising by reason of the fact that the price at which any Mortgaged Property may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Beneficiary accepts the first offer received and does not offer such Mortgaged Property to more than one offeree. If the proceeds of any sale or other disposition of the Mortgaged Property are insufficient to pay all the Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by Beneficiary to collect such deficiency. Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Beneficiary, that Beneficiary has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Obligations becoming due and payable prior to their stated maturities.

3.07 Application of Foreclosure Proceeds. The proceeds of any foreclosure sale pursuant to Section 3.06 of this Deed of Trust shall be applied as follows:



(a) First, to the expenses of making the sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Deed of Trust;

(b) Second, to the repayment of any money, with interest thereon at a rate equal to the Default Rate, which Beneficiary may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the Obligations and other obligations hereby secured with interest to date of sale in such order as Beneficiary shall deem appropriate subject to the Intercreditor Agreement; and

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of the sale after deducting any reasonable expense of ascertaining the identity of such owner.

3.08 Beneficiary's Option on Foreclosure. At the option of Beneficiary, if an Event of Default shall have occurred and be continuing, this Deed of Trust may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expense, be allowed and paid out of the proceeds of the sale. In the event Beneficiary exercises its option to foreclose the Deed of Trust in equity, Beneficiary may, at its option, foreclose this Deed of Trust subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants party defendants to any such foreclosure proceeding and to foreclose its rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Beneficiary to collect the sum secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.09 Waiver of Exemption. Grantor waives, to the extent permitted by law, all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Deed of Trust, and Grantor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

3.10 Suits to Protect the Mortgaged Property. Beneficiary shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Deed of Trust, (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents, and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would materially impair the security hereunder or be materially prejudicial to the interest of Beneficiary.



3.11 Delay or Omission No Waiver. No delay or omission of Beneficiary to exercise any right, power, or remedy accruing upon any default shall exhaust or impair any such right, power, or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power, and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

3.12 No Waiver of One Default to Affect Another. No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers, or remedies consequent thereon. If Beneficiary (a) grants forbearance on or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the Senior Debt Documents; (d) releases any part of the Mortgaged Property from the lien of this Deed of Trust or otherwise changes any of the terms of the Senior Debt Documents or this Deed of Trust; (e) consents to the filing of any map, plat, or replat thereof; (f) consents to the granting of any easement thereon; or (g) makes or consents to any agreement subordinating the lien or charge hereof, any such act or omission shall not release, discharge, modify, change, or affect the original liability under the Senior Debt Documents, this Deed of Trust or otherwise of Grantor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety, or guarantor; nor shall any such act or omission preclude Beneficiary from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, shall the lien of this Deed of Trust, be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property without the release thereof from the Deed of Trust, Beneficiary, at its option, without notice to any person or corporation hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

3.13 Discontinuance of Proceedings - Position of Parties, Restored. In case Beneficiary shall have proceeded to enforce any right or remedy under this Deed of Trust by foreclosure, entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Beneficiary, then and in every such case Grantor and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of Beneficiary shall continue as if no such proceeding has been taken. Beneficiary shall have all rights, remedies and recourses granted in the Senior Debt Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Senior Debt Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to



exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Beneficiary in the enforcement of any rights, remedies or recourses under the Senior Debt Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

3.14 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any right, power, or remedy, but each and every such right, power, and remedy shall be cumulative and concurrent and shall be in addition to any other right, power, and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

3.15 Waivers. Grantor waives (a) any right to require Beneficiary to (i) proceed against any Person, (ii) proceed against or exhaust the Mortgaged Property or (iii) pursue any other remedy in its power; and (b) any defense arising by reason of any disability or other defense of Grantor or any other Person, or by reason of the cessation from any cause whatsoever (other than payment in full of the Obligations secured hereby) of the liability of Grantor or any other Person. Until the Obligations shall have been paid in full, Grantor shall not have any right to subrogation, and Grantor waives any right to enforce any remedy which Beneficiary now has or may hereafter have against Grantor or against any other Person and waives any benefit of and any right to participate in the Mortgaged Property or security whatsoever now or hereafter held by Beneficiary.

3.16 Postponement of Sale. Trustee or the attorney for Trustee, or any agent designated by Trustee or the attorney conducting the sale, may postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

3.17 General Powers and Duties of Trustee. At any time or from time to time, without liability therefor and without notice and without affecting the liability of any person for the payment of the Obligations secured hereby, upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust for endorsement (in case of full reconveyance, for cancellation or retention), Trustee may:

- (a) Consent to the making of any map or plat of the Land;
- (b) Join in granting any easement or creating any restriction thereon;
- (c) Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or
- (d) Reconvey, without warranty, all or any part of the Mortgaged Property.



3.18 Acceptance of Trust. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto except Beneficiary of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

3.19 Reliance. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Grantor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

3.20 Replacement of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as trustee hereunder, with the same effect as if originally named trustee herein.

3.21 Choice of Law. Grantor agrees that (i) whether or not deficiency judgments are available under the laws of the State of Washington after a foreclosure (judicial or nonjudicial) of the Mortgaged Property, or any portion thereof, or any other realization thereon by Beneficiary or Trustee, Beneficiary and Trustee shall have the right to seek such a deficiency judgment against Grantor in other states or foreign jurisdictions; (ii) to the extent Beneficiary or Trustee obtain a deficiency judgment in any other state or foreign jurisdiction then such party shall have the right to enforce such judgment in the State of Washington, as well as in other states or foreign jurisdictions; (iii) Grantor and Beneficiary shall submit to non-exclusive jurisdiction and the laying of venue for any suit on this Deed of Trust in such state; and (iv) without limiting the generality of the foregoing, Grantor hereby waives, to the maximum extent permitted by law, any rights it may have with respect to the enforcement or realization by Beneficiary or Trustee of their respective rights and remedies under this Deed of Trust or with respect to the Mortgaged Property without limitation, including, any laws limiting the availability of deficiency judgments, limiting remedies or the order of exercising remedies or requiring that Beneficiary or Trustee foreclose prior to bringing suit on the Obligations.

3.22 Waiver of Rights. Grantor waives, to the full extent permitted by law, (i) all rights of redemption, stay of execution, notice of election to mature or declare due the Obligations and the right to require marshaling in the event of foreclosure of the liens hereby created; and (ii) all rights and remedies that Grantor may have or be able to assert by reason of the laws of the State of Washington pertaining to the rights and remedies of sureties.

ARTICLE IV

4.01 Successors and Assigns Included in Parties. Whenever in this Deed of Trust one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Deed of Trust by or on behalf of Grantor or by or on behalf of Beneficiary shall bind and inure to the benefit of its respective successors and assigns, whether so expressed or not.



4.02 Headings, etc. The headings of the articles, sections, paragraphs, and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

4.03 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms, or provisions contained in this Deed of Trust or in the Senior Debt Documents shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, and provisions contained herein and in the Senior Debt Documents shall in no way be affected, prejudiced, or disturbed thereby.

4.04 Notices. All notices, demands, requests, consents, statements, satisfactions, waivers, designations, refusals, confirmation or denials that may be required or otherwise provided for or contemplated under the terms of this Deed of Trust shall be in writing, and shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one business day after having been deposited for overnight delivery with Federal Express or another comparable overnight courier service, or (iii) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid addressed as follows:

If to Grantor:

Sierra Pacific Holding Company
P.O. Box 496028
Redding, CA 96049
Attention: Chief Financial Officer

with a copy to:

Dun & Martinek LLP
2313 I Street
Eureka, CA 95501
Attention: David H. Dun

If to Beneficiary:

American AgCredit, FLCA
5560 South Broadway
Eureka, CA 95503
Attention: Sean O'Day

with a copy to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071-2899



Attention: Brenda T. Dieck, Esq. (file: 019,243-007)

or addressed to each respective party at such other address as such party may from time to time designate by written notice to the other parties. Grantor hereby requests that a copy of any notice of default and any notice of sale shall be sent to Grantor at the address for Grantor set forth above.

4.05 Interpretation. Terms defined in the Senior Debt Documents shall have the same meanings when used in this Deed of Trust, unless the context otherwise requires or unless otherwise defined in this Deed of Trust. To the extent there is any conflict between the terms of this Deed of Trust and the terms of the Senior Debt Documents, the terms of the Senior Debt Documents shall control.

4.06 Subordination. At the option of Beneficiary, this Deed of Trust shall become subject and subordinate in whole or in part (but not with respect to priority of entitlement to any insurance proceeds, damages, awards, or compensation resulting from damage to the Mortgaged Property or condemnation or exercise of power of eminent domain), to any and all contracts of sale and/or any and all Leases upon the execution by Beneficiary and recording thereof in the records of mortgages of the county where the Land is situated of a unilateral declaration to that effect. Beneficiary may require the issuance of such title insurance endorsements in connection with any such subordination as Beneficiary, in its reasonable judgment, shall determine are appropriate, and Grantor shall be obligated to pay any cost or expense incurred in connection with the issuance thereof.

4.07 WAIVER OF RIGHTS TO TRIAL BY JURY. THE RIGHT TO A JURY TRIAL IN ANY ACTION UNDER OR RELATING TO THE SENIOR DEBT DOCUMENTS IS HEREBY WAIVED, TO THE FULLEST EXTENT ALLOWED BY LAW.

4.08 Usury. In the event that Beneficiary determines that any charge, fee or interest paid or agreed to be paid in connection with any of the Obligations may, under the applicable usury laws, cause the interest rate on such Obligations to exceed the maximum permitted by law, then such charges, fees or interest shall be reduced and any amounts actually paid in excess of the maximum interest permitted by such laws shall be applied by Beneficiary to reduce the outstanding principal balance of such Obligations. The parties intend that Grantor shall not be required to pay, and Beneficiary shall not be entitled to collect, interest in excess of the maximum legal rate permitted under the applicable usury laws.

4.09 CHOICE OF LAW. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT TO THIS DEED OF TRUST IN ANY REAL PROPERTY, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED. THE PROVISIONS OF THIS DEED OF TRUST REGARDING THE PERFECTION OF THE LIENS WITH RESPECT TO ANY



PERSONAL PROPERTY SHALL BE GOVERNED BY THE UCC. IT BEING AGREED THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION AND TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF SUCH STATE, THIS DEED OF TRUST AND THE OTHER SENIOR DEBT DOCUMENTS AND ALL OF THE OBLIGATIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICTS OF LAW PRINCIPLES.

4.10 Consent to Jurisdiction. GRANTOR IRREVOCABLY AGREES THAT, SUBJECT TO BENEFICIARY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY RELATED TO THIS DEED OF TRUST WILL BE LITIGATED IN COURTS HAVING SITUS IN THE COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED. GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SUCH COUNTY, WAIVES PERSONAL SERVICE OF PROCESS UPON GRANTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE GRANTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

4.11 Partial Release. Beneficiary shall, upon any transfer or disposition of portions of the Land or Timber or other Mortgaged Property as permitted herein or in the Senior Debt Documents, promptly execute and deliver, and cause the Trustee to execute and deliver, such deeds of reconveyance, UCC partial releases and other documents necessary to fully release such Land and Timber and the Mortgaged Property relating thereto, from the liens and security interests created hereby.

4.12 Full Reconveyance. Upon the payment or satisfaction of all obligations secured hereby, Beneficiary shall request Trustee to reconvey the Mortgaged Property and shall surrender this Deed of Trust and all Timber Notes and other evidences of Obligations to the Trustee, and shall promptly execute and deliver, or cause Trustee to execute and deliver, such deeds of reconveyance, UCC releases, and other documents necessary to fully release the Mortgaged Property from the liens and security interests created hereby.

4.13 Beneficiary as Collateral Agent; Successor Collateral Agents.

(a) Beneficiary has been appointed to act as Collateral Agent hereunder by the Secured Creditors. Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Senior Debt Documents, the Intercreditor Agreement, and any related agency agreement among Beneficiary and the Secured Creditors (collectively, as amended, supplemented or otherwise modified or replaced from time to time, the "Agency Documents") and this Deed of Trust. Grantor and all other persons shall be entitled to rely on



releases, waivers, consents, approvals, notifications and other acts of Beneficiary, without inquiry into the existence of required consents or approvals of the Secured Creditors.

(b) Beneficiary shall at all times be the same Person that is Collateral Agent under the Agency Documents. Written notice of resignation by Collateral Agent pursuant to the Agency Documents shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Removal of Collateral Agent pursuant to any provision of the Agency Documents shall also constitute removal as Beneficiary under this Deed of Trust. Appointment of a successor Collateral Agent pursuant to the Agency Documents shall also constitute appointment of a successor Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as Collateral Agent by a successor Collateral Agent under the Agency Documents, that successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Beneficiary under this Deed of Trust, and the retiring or removed Beneficiary shall promptly (i) assign and transfer to such successor Beneficiary all of its right, title and interest in and to this Deed of Trust and the Mortgaged Property, and (ii) execute and deliver to such successor Beneficiary such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Beneficiary of the liens and security interests created under this Deed of Trust. After any retired or removed Collateral Agent's resignation or removal hereunder as Beneficiary, the provisions of this Deed of Trust and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was the Beneficiary hereunder.

ARTICLE V

5.01 Security Interest. This Deed of Trust constitutes a "security agreement" with respect to personal property within the meaning of the UCC and other applicable law and with respect to the Mortgaged Property. To this end, Grantor grants to Beneficiary a first and prior security interest in the Mortgaged Property (subject to Permitted Liens) which is personal property or Fixtures to secure the payment of the Obligations and performance of the Obligations, and agrees that Beneficiary shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Mortgaged Property which is personal property or Fixtures sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

5.02 Fixture Filing and Financing Statement Filing for Timber To Be Cut and As Extracted Collateral. This Deed of Trust shall also constitute a "fixture filing" and a financing statement filing for timber to be cut and as extracted collateral (including all Minerals) for the purposes of the UCC against all of the Mortgaged Property which is or is to become Fixtures or timber to be cut or as extracted collateral. For purposes of the UCC, the following information concerning the security interest herein granted is furnished:



(a) The name of the Debtor (Grantor) is: **SIERRA PACIFIC HOLDING COMPANY**, a California corporation, having an address as set forth in the first paragraph of this Deed of Trust, whose organizational number is C0813480.

(b) The name of the Secured Party (Beneficiary) is: **AMERICAN AGCREDIT, FLCA**, as Collateral Agent, having an address as set forth in the first paragraph of this Deed of Trust.

(c) Information concerning the security interest evidenced by this instrument may be obtained from the Secured Party at its address above.

(d) Grantor is the record owner of the real estate described in this Security Instrument.

(e) This document is to be filed in the real estate records. A description of the real estate is attached hereto as Exhibit A.

5.03 Perfection. Grantor represents and warrants that (i) upon the filing of a UCC financing statement in the office of the Secretary of State of the State of California naming Grantor as "debtor", naming Beneficiary as "secured party" and describing the Mortgaged Property, the security interests in the Mortgaged Property constituting personal property (other than fixtures (as defined in the UCC), timber to be cut and as extracted collateral) granted to Beneficiary, and (ii) upon the recordation of this Deed of Trust, the security interests in the Mortgaged Property constituting fixtures (as defined in the UCC), timber to be cut and as extracted collateral granted to Beneficiary, will, in each case, constitute perfected security interests therein prior to all other liens (except for liens expressly permitted under the Senior Debt Documents), and all filings and other actions necessary or desirable to perfect and protect such security interest have been or substantially contemporaneously herewith shall be duly made or taken. Grantor shall notify Beneficiary of any change in Grantor's name or jurisdiction of organization within fifteen (15) days of such change.

5.04 Further Assurances. Grantor agrees that from time to time, at the expense of Grantor, Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Beneficiary may request, in order to create, perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable Beneficiary to exercise and enforce its rights and remedies hereunder with respect to any Mortgaged Property. Without limiting the generality of the foregoing, Grantor shall: (i) if an Event of Default shall have occurred and be continuing, furnish to Beneficiary from time to time statements and schedules further identifying and describing the Mortgaged Property and such other reports in connection with the Mortgaged Property as Beneficiary may reasonably request, all in reasonable detail, (ii) at any reasonable time, upon request by Beneficiary, exhibit the Mortgaged Property to and allow inspection of the Mortgaged Property by Beneficiary, or persons designated by Beneficiary, in accordance with the provisions of the Senior Debt Documents relating to the applicable Secured Creditors' inspection rights,



(iii) at Beneficiary's request, appear in and defend any action or proceeding that may affect Grantor's title to or Beneficiary's security interest in all or any part of the Mortgaged Property, and (iv) use commercially reasonable efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Beneficiary with respect to any Mortgaged Property. Grantor hereby authorizes Beneficiary to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Mortgaged Property without the signature of Grantor. Grantor agrees that a carbon, photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions.

5.05 Accounts. Except as otherwise provided in this Section 5.05, Grantor shall continue to make commercially reasonable efforts to collect, at its own expense, all amounts due or to become due to Grantor as Accounts. In connection with such collections, Grantor may take (and, at Beneficiary's direction, shall take) such action as Grantor or Beneficiary may deem reasonably necessary or advisable to enforce collection of amounts due or to become due under the Accounts; provided, however, that Beneficiary shall have the right at any time, upon the occurrence and during the continuation of an Event of Default and upon written notice to Grantor of its intention to do so, to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to Beneficiary and to direct such account debtors or obligors to make payment of all amounts due or to become due to Grantor thereunder directly to Beneficiary, to notify each Person maintaining a lockbox or similar arrangement to which account debtors or obligors under any Accounts have been directed to make payment to remit all amounts representing collections on checks and other payment items from time to time sent to or deposited in such lockbox or other arrangement directly to Beneficiary and, upon such notification and at the expense of Grantor, to enforce collection of any such Accounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by Grantor of the notice from Beneficiary referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of the Accounts shall be received in trust for the benefit of Beneficiary hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Beneficiary in the same form as so received (with any necessary endorsement) to be held as cash collateral, and (ii) Grantor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

5.06 Standard of Care. The powers conferred on Beneficiary hereunder are solely to protect its interest in the Mortgaged Property and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Mortgaged Property in its possession and the accounting for moneys actually received by it hereunder, Beneficiary shall have no duty as to any Mortgaged Property or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Mortgaged Property. Beneficiary shall be deemed to have exercised reasonable care in the custody and



preservation of Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equal to that which Beneficiary accords its own property.

ARTICLE VI

6.01 Assignment of Rents. In furtherance of and in addition to the assignment made by Grantor in the Granting Paragraphs of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells and transfers the Rents to Beneficiary, whether now due, past due or to become due, and gives to and confers upon Beneficiary the right, power and authority to collect, after the occurrence and during the continuance of an Event of Default such Rents, and apply the same in accordance with the Senior Debt Documents. Grantor irrevocably appoints Beneficiary its agent to, at any time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in the name of Grantor or in the name of Beneficiary, for all such Rents. Neither the foregoing Assignment of Rents to Beneficiary or the exercise by Beneficiary of any of its rights or remedies under this Deed of Trust shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof, unless and until Beneficiary, in person or by its own agent, assumes actual possession thereof, nor shall appointment of a receiver for the Mortgaged Property by any court at the request of Beneficiary or by agreement with Grantor or the entering into possession of the Mortgaged Property or any part thereof by such receiver be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Property or the use, occupancy, enjoyment or operation of all or any part thereof. This assignment is an assignment for security purposes and Beneficiary shall be entitled to all of the rights and benefits available under Wash. Rev. Code Section 7.28.

6.02 Collection of Rents. Notwithstanding anything to the contrary contained herein or in any of the Senior Debt Documents, so long as no Event of Default shall have occurred, Grantor shall have a license, revocable upon the occurrence of an Event of Default to collect all Rents, and to first apply the same to the Obligations as and when due and thereafter to retain, use and enjoy the same and to otherwise exercise all rights with respect thereto, subject to the terms hereof. Upon the occurrence of an Event of Default, Beneficiary shall have the right, on written notice to Grantor, to terminate and revoke the license hereinafter granted to Grantor and shall have the complete right and authority then or thereafter to exercise and enforce any and all of its rights and remedies provided herein.

ARTICLE VII

7.01 Lender Placed Insurance Warning.

(a) Unless Grantor provides Beneficiary with evidence of insurance coverage as required by this Deed of Trust and the Intercreditor Agreement, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the Mortgaged Property becomes damaged, the coverage



Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained coverage elsewhere.

(b) Grantor is responsible for the cost of any insurance purchased by Beneficiary pursuant to the terms of this Section 7.01. The cost of this insurance may be added to the Obligations. If the cost is added to the Obligations, the interest rate on the Obligations shall apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on its own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

7.02 Warranty of Business Purpose. Grantor warrants that the proceeds of the loan represented by the above described Senior Debt Documents and this Deed of Trust are for an organization or are for business purposes, not primarily for personal, family or household purposes.

7.03 Nonagricultural Use. Grantor represents and warrants that the Mortgaged Property is not used principally for agricultural purposes.

7.04 Counterparts. This Deed of Trust may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**Remainder of this Page Intentionally Left Blank;
Signatures on Next page**



IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

SIERRA PACIFIC HOLDING COMPANY,
a California corporation

By: 

Name: M. D. Emmerson

Title: Chief Financial Officer



STATE OF CALIFORNIA)
)
COUNTY OF Shasta)

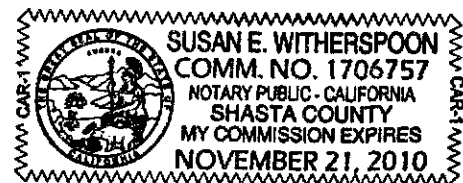
On July 21, 2008, before me, Susan E. Witherspoon, Notary Public, personally appeared M.D. Emmerson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Witherspoon

Notary Public in and for said
County and State



[SEAL]

N-1

AgCredit/Sierra Pacific
LA1:1165867



200807300095
Skagit County Auditor

EXHIBIT A

Legal Description of Property ("Land")

(See attached)

AgCredit/Sierra Pacific
LA1:1165867.3

A-



200807300095
Skagit County Auditor

ounty, WA

DESCRIPTION:

"aka EXHIBIT " A "

TOWNSHIP 33 NORTH, RANGE 9 EAST, WM

Section 22:

The East $\frac{1}{2}$ of Section 22, Township 33 North, Range 9 East, W.M., EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 23:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 23, Township 33 North, Range 9 East, W.M.,

EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 24:

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 26:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 33 North, Range 9 East, W.M.,

EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 27:

All of Section 27, Township 33 North, Range 9 East, W.M., EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.



200807300095

Skagit County Auditor

DESCRIPTION CONTINUED:

TOWNSHIP 33 NORTH, RANGE 10 EAST, W.M

Section 3:

The North $\frac{1}{2}$ of Section 3, Township 33 North, Range 10 East, W.M.,

EXCEPT Government Lot 8,

AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 4:

The Northeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 33 North, Range 10 East, W.M.,
EXCEPT road rights of way, if any.

Situate in the County of Skagit, State of Washington.

Section 6:

Government Lots 1, 5, 7, 9 and 10, and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 6, Township 33 North, Range 10 East, W.M., EXCEPT that portion thereof conveyed to Skagit County for road purposes by deed dated May 3, 1927 and recorded May 21, 1927, under Auditor's File No. 203942 and by deed dated March 6, 1956 and recorded March 19, 1956, under Auditor's File No. 533139 and EXCEPT that portion of Government Lots 1 and 7 lying Westerly of the East Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 34 NORTH, RANGE 8 EAST, WM

Section 1:

All of Section 1, Township 34 North, Range 8 East, W.M., EXCEPT that portion conveyed to Skagit County for Finney Creek Timber Access Road by Deed recorded June 2, 1952, under Auditor's File No. 476829, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 12:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 34 North, Range 8 East, W.M., EXCEPT that portion conveyed to Skagit County for Finney Creek Timber Access Road by deed recorded June 2, 1952, under Auditor's File No. 476829, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington



200807300095

Skagit County Auditor

DESCRIPTION CONTINUED:

TOWNSHIP 34 NORTH, RANGE 9 EAST, WM

Section 2:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 34 North, Range 9 East, W.M.,

EXCEPT that portion conveyed to School District No. 79 by instrument recorded under Auditor's File No. 116120, records of Skagit County, Washington.

AND EXCEPT the Concrete-Sauk Valley Road right of way,

AND ALSO EXCEPT that portion lying North and East of the Concrete-Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

Section 3:

All of Section 3, Township 34 North, Range 9 East, W.M.,

EXCEPT the following described tracts:

North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

EXCEPT that portion thereof deeded to Skagit County for road by deed recorded February 21, 1952, under Auditor's File No. 471845, in Volume 249 of Deeds, page 167, all in Township 34 North, Range 9 East, W.M.,

AND EXCEPT the Skagit County Road right-of-way known as the Sauk Valley Road,

AND ALSO EXCEPT any other road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 4:

All of Section 4, Township 34 North, Range 9 East, W.M., EXCEPT Government Lot 1, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 5:

All of Section 5, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way, AND EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File No. 475026, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 6:

All of Section 6, Township 34 North, Range 9 East, W.M., EXCEPT those portions deeded to Skagit County for road purposes by instruments recorded May 12, 1952, under Auditor's File Nos. 475026 and 476829, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 7:

All of Section 7, Township 34 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 8:

All of Section 8, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 9:

All of Section 9, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 10:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Government Lots 1 and 2; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; all of the Southwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of Government Lot 4; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; and the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Section 10, Township 34 North, Range 9 East, W.M.



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DESCRIPTION CONTINUED:

Section 10 continued:

TOGETHER WITH an easement for ingress and egress 30 feet in width across the Northeast corner of Government Lot 3, Section 10, Township 34 North, Range 9 East, W.M., more particularly described as follows:

Beginning at the Northeast corner of said Government Lot 3;
thence 30 feet West along the North line of Government Lot 3;
thence Southeasterly to a point on the East line of said Government Lot 3 which is 30 feet South of the Northeast corner of said Government Lot 3;
thence North to the Northeast corner of said Government Lot 3.

ALSO TOGETHER WITH a permanent non-exclusive easement, 30 feet in width, upon, over and across the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ for the use, construction, maintenance, repair and reconstruction of a road, together with necessary appurtenances.

Situate in the County of Skagit, State of Washington.

Section 11:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of Section 11, Township 34 North, Range 9 East, W.M., EXCEPT that portion of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ lying Easterly of Sauk Valley Road, AND EXCEPT that portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, described as follows:

Beginning at the center post of Section 11, Township 34 North, Range 9 East, W.M.;
thence West a distance of 34.4 feet to the East boundary of the County Road;
thence North $18^{\circ}30'$ West 383 feet along the East boundary of said road;
thence North $32^{\circ}30'$ West for 275.7 feet along the East boundary of said road;
thence North $16^{\circ}00'$ West for 80.9 feet along the East boundary of said road;
thence North $2^{\circ}30'$ East for 279.0 feet along the East boundary of said road;
thence North $26^{\circ}00'$ East for 165.7 feet along the East boundary of said road;
thence North $29^{\circ}00'$ West for 143.7 feet along the East boundary of said road;
thence South $89^{\circ}00'$ East for 294.0 feet to the Northeast $\frac{1}{16}$ Section post;
thence South $0^{\circ}52'$ East for 1222.5 feet along the East boundary of said described Quarter to the point of beginning.

TOGETHER WITH that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 34 North, Range 9 East W.M., lying West of the Skagit County road right of way known as Sauk Valley Road.



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DESCRIPTION CONTINUED:

Section 11 continued:

ALSO TOGETHER WITH that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, Township 34 North, Range 9 East, W.M., contained within a strip of land 60 feet in width, being 30 feet on either side of the following described centerline:

Beginning at a point on the West boundary of existing County road which point is 757.1 feet East and 404.8 feet North of the Southwest corner of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, continuing thence South $77^{\circ}10'$ West a distance of 181.7 feet;
thence South $56^{\circ}10'$ West a distance of 161.5 feet;
thence South $35^{\circ}20'$ West a distance of 165.1 feet;
thence South $49^{\circ}50'$ West a distance of 216.8 feet; more or less to a point on the South line of said Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 11, which point is 184.5 feet East of the Southwest corner thereof,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 13:

The Southwest $\frac{1}{4}$; Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; EXCEPT the North 500 feet of the East 300 feet thereof, all in Section 13, Township 34 North, Range 9 East, W.M., AND EXCEPT the Sauk Valley Road right of way, AND ALSO EXCEPT any other road rights of way.

Situate in the County of Skagit, State of Washington.

Section 14:

All of Section 14, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way, AND EXCEPT the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, AND ALSO EXCEPT that portion conveyed by deed under Auditor's File No. 9906010185, records of Skagit County, Washington; AND ALSO EXCEPT that portion of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, described as follows:

Beginning at a point on the East boundary line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 34 North, Range 9 East, W.M., 154.4 feet South $1^{\circ}35'$ West from the Northeast $\frac{1}{16}$ th Section corner thereof;
thence South $79^{\circ}18'$ West for 345.6 feet, more or less, to the East line of County road right of way;
thence South $10^{\circ}42'$ East along the East line of said County road for 315.0 feet, more or less, to the North line of the Sound Timber Company's railroad right of way;
thence North $79^{\circ}18'$ East along the North line of said right of way for 277.5 feet to a point on the East boundary line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence North $1^{\circ}35'$ East along said boundary line for 322.4 feet, more or less, to the point of beginning.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 15:

All of Section 15, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 17:

All of Section 17, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 18:

All of Section 18, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 23:

All of Section 23, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 24:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 25:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 25, Township 34 North, Range 9 East, W.M.,

EXCEPT that portion, if any lying within that parcel conveyed by deed recorded August 26, 2002, under Auditor's File No. 200208260009, records of Skagit County, Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 25 continued:

ALSO EXCEPT that portion of said premises lying within the following described boundaries:

Beginning at a point on the South line of Section 25, Township 34 North, Range 9 East, W.M., 336.2 feet West of the Southeast corner of said Section;
thence West along the South line of said Section, 234.2 feet;
thence North 32°00' West, 192.8 feet;
thence North 511.6 feet;
thence North 16°00' West 1,182.8 feet;
thence North 45°00' East 876.2 feet;
thence South 45°00' East 858.1 feet;
thence South 710.3 feet;
thence South 24°20' West 345.7 feet;
thence South 13°30' West 228.2 feet;
thence South 20°40' West 173.5 feet;
thence South 12°40' West 131.8 feet;
thence South 32°50' West 134.8 feet;
thence South 45°45' West 185.6 feet;
thence South 53°45' West 73.9 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Section 26:

All of Section 26, Township 34 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 35:

Government Lots 1, 2, 3, and 4; the West ½ of the Northeast ¼; the Northwest ¼; the Southwest ¼; and the West ½ of the Southeast ¼.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

TOWNSHIP 34 NORTH, RANGE 10 EAST, WM

Section 2:

The West ½ of Section 2, Township 34 North, Range 10 East, W.M.,

EXCEPT that portion of the Northeast ¼ of the Southwest ¼ and that portion of the Southeast ¼ of the Northwest ¼, lying Northerly of a private logging road,

AND EXCEPT all of Government Lot 3 (the Northeast ¼ of the Northwest ¼),

AND ALSO EXCEPT road rights of way,

AND ALSO EXCEPT that portion thereof conveyed to The Nature Conservancy by deed recorded April 21, 1993, under Auditor's File No. 9304210026, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 3:

All Section 3, Township 34 North, Range 10 East, W.M., EXCEPT road rights of way.

AND EXCEPT that portion conveyed to the Nature Conservancy by deed recorded April 21, 1993, under Auditor's File No. 9304210026, records of Skagit County, Washington,

AND ALSO EXCEPT that portion thereof conveyed to The City of Seattle by Deed recorded December 15, 1995, under Auditor's File No. 9512150071, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 4:

All of Section 4, Township 34 North, Range 10 East, W.M., EXCEPT that portion thereof lying within the boundaries of that certain tract conveyed to City of Seattle, Department of Lighting, by instrument dated March 5, 1941 and recorded March 5, 1941, under Auditor's File No. 336056, in Volume 183 of Deeds, page 39, records of Skagit County, Washington, described as follows:

A strip of land 450 feet wide, being 187.5 feet on the Northwestern side, and 262.5 feet on the Southeasterly side and parallel to the following described centerline survey:



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DESCRIPTION CONTINUED:

Section 4 continued:

Beginning at a point on the North line of Section 4, Township 34 North, Range 10 East, W.M., said point lying 1,306 feet Westerly as measured along the Section line, from the Northeast corner of said Section 4, Township 34 North, Range 10 East, W.M., and 1,241 feet Easterly as measured along the Section line, from the South quarter corner of Section 33, Township 35 North, Range 10 East, W.M.; thence in a Southwesterly direction at an angle of $66^{\circ}37'$ to the left from the North line of said Section 4, Township 34 North, Range 10 East, W.M., to the West 195 feet; thence at an angle of $24^{\circ}27'$ to the right 5,171.8 feet to a point on the West line of said Section 4, Township 34 North, Range 10 East, W.M., said point lying 1,036.8 feet Southerly as measured along said West Section line, from the East quarter corner of Section 5, Township 34 North, Range 10 East, W.M., and 1,565.3 feet Northerly, as measured along said West Section line, from the Southwest corner of Section 4, Township 34 North, Range 10 East, W.M.

AND ALSO EXCEPT that certain 40 foot strip of land for road purposes as reserved by Skagit County under deed dated March 5, 1941 and recorded under Auditor's File No. 336099, in Volume 182 of Deeds, page 449.

AND ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 5:

All of Section 5, Township 34 North, Range 10 East, W.M.,

EXCEPT that portion conveyed to the City of Seattle by deed recorded March 15, 1943, under Auditor's File No. 360441,

AND EXCEPT those portions conveyed to Skagit County by instrument recorded under Auditor's File No. 593378,

AND ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 6:

The Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$,

EXCEPT the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$,

AND EXCEPT all of the above those portions conveyed to Skagit County by instruments recorded under Auditor's File Nos. 322221 and 593378.

AND ALSO EXCEPT that portion of Government Lot 3, Section 6, Township 34 North, Range 10 East, W.M., lying Southerly of the County Road as conveyed to Skagit County by deed recorded April 19, 1960, under Auditor's File No. 593378, records of Skagit County, Washington,

AND FURTHER EXCEPTING from the Southwest $\frac{1}{4}$ that portion conveyed to Skagit County by deed recorded August 4, 2000, under Auditor's File No. 200008040007; being described as follows:

That portion of the Southwest $\frac{1}{4}$ of Government Lot 3, lying Southerly of the Rockport-Cascade Road; also known as Parcel "C" of Record of Survey recorded under Auditor's File No. 200005150001, records of Skagit County, Washington,

ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 7:

All Section 7, Township 34 North, Range 10, W.M., EXCEPT the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; Government Lot 3; and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 8:

All of Section 8, EXCEPT Government Lots 1, 2, 3, 4 and 5, all in Township 34 North, Range 10 East, W.M.,

EXCEPT from all of said property roads and logging railroad rights-of-way,

AND EXCEPT a strip of land 600 feet wide granted and conveyed to the City of Seattle, said strip measuring 262.5 feet Northwesternly of and 337.5 feet Southeasterly of the following described centerline:



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DESCRIPTION CONTINUED:

Section 8 continued:

Beginning at a point North 89°15' West 1288.8 feet from the Northeast corner of Section 4, Township 34 North, Range 10 East, W.M.;
thence South 24°02' West 170.3 feet;
thence South 48°35' West 8163.7 feet;
thence South 24°33' West 1559.1 feet;
thence South 18°26' West 7735.2 feet to the West line of Section 17.

Situate in the County of Skagit, State of Washington.

Section 9:

The Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; Government Lot 3, and the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 9, Township 34 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 10:

Government Lot 3, Section 10, Township 34 North, Range 10 East, W.M., EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 17:

All of Section 17, Township 34 North, Range 10 East, W.M., EXCEPT roads AND EXCEPT a strip of land 600 feet wide as conveyed to the City of Seattle by instrument recorded February 4, 1944, under Auditor's File No. 360441.

Situate in the County of Skagit, State of Washington.

Section 18:

The North $\frac{1}{2}$; Government Lot 3; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 34 North, Range 10 East W.M., EXCEPT that portion of Government Lots 2 and 3 conveyed to Skagit County by deed recorded March 19, 1956 under Auditor's File No. 533140, AND EXCEPT the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, as conveyed to the City of Seattle, by deed recorded in Volume 182 of deeds, page 269, under Auditor's File No. 334516, records of said County; AND ALSO EXCEPT 600 foot right of way over and across the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ as granted to City of Seattle, by deed recorded in Volume 188 of deeds, page 331, under Auditor's File No. 360441, records of said County.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 19:

Government Lots 1, 5, 10, 11, 12, 13, 14, 15 and 16, EXCEPT the North 22 acres of Government Lot 1, all in Section 19, Township 34 North, Range 10 East, W.M.;

AND EXCEPT those portions of Government Lots 1, 5, 10 and 16 lying Westerly of the Easterly right of way line of the Skagit County road right of way as conveyed to Skagit County by instrument recorded under Auditor's File No. 525562, records of Skagit County, Washington.

AND ALSO EXCEPT those portions of said Section conveyed to the City of Seattle by instrument recorded under Auditor's File Nos. 383789 and 471584, records of Skagit County, Washington;

AND ALSO EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File No. 525562, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 20:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; Government Lots 1 through 4, inclusive, and the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 34 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 30:

Government Lots 1, 4, 6, 7, 8, 10, 11 and 12; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, in Section 30, Township 34 North, Range 10 East, W.M.,

EXCEPT that portion of Government Lots 1, 6, 7 and 12 lying Westerly of the East Sauk Valley Road;

AND EXCEPT the East 200 feet (as measured at right angles to the thread of the Sauk River as it existed on December 31, 1991),

AND ALSO EXCEPT that portion conveyed to Skagit County by deeds recorded October 10, 1955 and March 19, 1956 under Auditor's File Nos. 525562 and 533139,

AND ALSO EXCEPT the East 350 feet of the North 600 feet of Government Lot 4,

AND ALSO EXCEPT that portion, if any, lying within that parcel conveyed by deed recorded August 26, 2002, under Auditor's File No. 200208260009, records of Skagit County, Washington.



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DESCRIPTION CONTINUED:

Section 30 continued:

EXCEPT that portion of said premises lying within the following described boundaries:

Beginning at a point on the South line of Section 25, Township 34 North, Range 9 East, W.M., 336.2 feet West of the Southeast corner of said Section;
thence West along the South line of said Section 234.2 feet;
thence North 32°00' West 192.8 feet;
thence North 511.6 feet;
thence North 16°00' West 1182.8 feet;
thence North 45°00' East 876.2 feet;
thence South 45°00' East 858.1 feet;
thence South 710.3 feet;
thence South 24°20' West 345.7 feet;
thence South 13°30' West 228.2 feet;
thence South 20°40' West 173.5 feet;
thence South 12°40' West 131.8 feet;
thence South 32°50' West 134.8 feet;
thence South 45°45' West 185.6 feet;
thence South 53°45' West 73.9 feet to the point of beginning,

AND EXCEPT a 300 foot strip of land conveyed to the City of Seattle by deed dated June 20, 1940 and recorded June 28, 1940 in Volume 181 of Deeds, page 44, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 30:

Government Lot 9, Section 30, Township 34 North, Range 10 East, W.M.,

EXCEPTING THEREFROM that portion conveyed to the Sauk-Suiattle Indian Tribe by Statutory Warranty Deed recorded under Auditor's File No. 200208260009, records of Skagit County, Washington; more particularly described as follows:

Beginning at a point on the South line of Section 25, Township 34 North, Range 9 East, W.M., a distance of 336.2 feet West of the Southeast corner of said section;
thence West along the South line of said section, a distance of 234.2 feet;
thence North 32°00' West, a distance of 192.8 feet;
thence North, a distance of 511.6 feet;
thence North 16°00' West, a distance of 1,182.8 feet;
thence North 45°00' East, a distance of 876.2 feet;
thence South 45°00' East, a distance of 858.1 feet;
thence South, a distance of 710.3 feet;
thence South 24°20' West, a distance of 345.7 feet;
thence South 13°30' West, a distance of 228.2 feet;



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DESCRIPTION CONTINUED:

Section 30 continued:

thence South 20°40' West, a distance of 173.5 feet;
thence South 12°40' West, a distance of 131.8 feet;
thence South 32°50' West, a distance of 134.8 feet;
thence South 45°45' West, a distance of 185.6 feet;
thence South 53°45' West, a distance of 73.9 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Section 31:

Deleted

Section 32:

Government Lots 1, 2, 3, 4 and 7 and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 34 North, Range 10 East, W.M.,

EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File No. 533139, records of Skagit County, Washington;

ALSO EXCEPT that portion of Government Lots 1, 2 and 3 lying Westerly of the East Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 5 EAST, WM

Section 1:

Government Lot 1, Section 1, Township 35 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 2:

Government Lots 2 and 3; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 2, Township 35 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 3:

Government Lots 2, 3 and 4, all of the Southwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 3, Township 35 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 4:

All in Section 4, Township 35 North, Range 5 East, W.M., EXCEPT road rights of way,

EXCEPT the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ as conveyed by instrument recorded January 5, 2005, under Auditor's File No. 200501050106, records of Skagit County, Washington;

Situate in the County of Skagit, State of Washington.

Section 5:

The Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; that portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, lying Easterly of the right of way of the Great Northern Railway spur to Cokedale as conveyed by instrument recorded in Volume 119 of Deeds, page 11, and under Auditor's File No. 143999, all in Section 5, Township 35 North, Range 5 East, W.M.

TOGETHER WITH a 100 foot strip across the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5, Township 35 North, Range 5 East, W.M., as conveyed to Fairhaven and Southern Railroad Company, a corporation, by instrument dated October 11, 1890 and recorded December 18, 1890 in Volume 16 of Deeds, page 625.

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 9:

Deleted



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DESCRIPTION CONTINUED:

Section 10:

The Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 35 North, Range 5 East, W.M.

TOGETHER WITH a strip of land 75 feet in width over and across that portion of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 35 North, Range 5 East, W.M., lying North of State Highway right of way, the centerline of which strip is described as follows:

Beginning at a point on the North line of said State Highway right of way which is 145 feet West of the East line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;
thence in a Northwesterly direction to a point on top of the bank lying to the West of Coal Creek, which is 300 feet North of the North line of State Highway right-of-way;
thence in a Northwesterly direction along the edge of said bank to a point on the North line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, which is 835 feet East of the West line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the terminal point of said line,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 11:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 35 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 6 EAST, WM

Section 2:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 2, Township 35 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 3:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3, Township 35 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 4:

All Section 4, Township 35 North, Range 6 East, W.M., EXCEPT Government Lot 1, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 5:

All of Section 5, Township 35 North, Range 6 East, W.M., EXCEPT the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 6:

Government Lots 2, 3, 4 and 6 and the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 35 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 8:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 8, Township 35 North, Range 6 East, W.M., lying Northeast of Jones Creek.

Situate in the County of Skagit, State of Washington.

Section 9:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, lying Northeasterly of Jones Creek, all in Section 9, Township 35 North, Range 6 East, W.M., EXCEPT existing roads.

Situate in the County of Skagit, State of Washington.

Section 10:

Parcel "A":

The Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$, EXCEPT the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, thereof in Section 10, Township 35 North, Range 6 East, W.M., EXCEPT from all the above, that portion conveyed for road by instrument recorded November 3, 1915 in Volume 99, page 357, ALSO EXCEPT road rights of way.



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DESCRIPTION CONTINUED:

Section 10 continued:

Parcel "B":

Tract 4, Skagit County Short Plat No. 53-80, approved May 27, 1980, recorded May 30, 1980 in Book 4 of Short Plats, page 105, under Auditor's File No. 8005300026; being a portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 10, Township 35 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 11:

The Northeast $\frac{1}{4}$; and the Northwest $\frac{1}{4}$.

EXCEPT any portion thereof lying Southerly of the Northerly line of the Lyman Timber Company's 100 foot right of way as conveyed in instrument recorded in Volume 99 of Deeds, page 357, records of Skagit County, Washington,

AND EXCEPT that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ beginning at a point where the North line of said Lyman Timber Company right of way intersects the East line of said Southwest $\frac{1}{4}$;
thence proceed in a Northwesterly direction along the said North line of the said right of way a distance of 250 feet;
thence proceed North 200 feet;
thence proceed East to the East line of the above described property;
thence proceed South along said East line to the point of beginning;

AND ALSO EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File No. 616779, records of Skagit County, Washington.

(Lot 2, Skagit County Short Plat No. 92-051, deleted.)

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 12:

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

EXCEPT the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 13:

The North 50 feet of the West 924 feet and the North 75 feet of the East 924 feet of the West 1,848 feet, all in the Northwest $\frac{1}{4}$, also that portion of the Northwest $\frac{1}{4}$, described as follows:

Beginning at a point on the North boundary line of said Section 13, 1,848 feet East from the Northwest corner of said Section;
thence East along said North boundary line 350 feet;
thence in a Southwesterly direction to a point 75 feet South of the point of beginning;
thence North 75 feet to the point of beginning,

EXCEPT that portion conveyed to State of Washington for highway by deed recorded January 14, 1958, under Auditor's File No. 560643, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 7 EAST, WMSection 13:

A strip of land 30 feet wide in Lot 7; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 13; being 15 feet on each side of the following described centerline:

From a point on the centerline of the Puget Sound and Cascade Railway, which point bears North $30^{\circ}12'$ West, a distance of 1,528.67 feet from the South quarter corner of the said Section 13, and which is the initial point of this description; run South $55^{\circ}07'30''$ East, 195.8 feet;
thence South $73^{\circ}12'30''$ East, 167.4 feet;
thence South $86^{\circ}40'30''$ East 947.0 feet;
thence South $59^{\circ}05'30''$ East 562.0 feet;
thence South $28^{\circ}27'30''$ East, 206.0 feet;
thence South $35^{\circ}00'00''$ East, 205.0 feet;
thence South $40^{\circ}00'00''$ East, 115.0 feet;
thence South $57^{\circ}30'00''$ East, 220.0 feet;
thence South $64^{\circ}30'00''$ East, 170.0 feet;
thence South $76^{\circ}00'00''$ East, 410.0 feet, more or less, to the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 19:

Government Lots 2 and 3; the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and that portion of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and that portion of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 19, lying South of the County roads as conveyed to Skagit County by deed dated November 16, 1953, and recorded under Auditor's File No. 496313, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 20:

All that portion of the Northwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 20, lying Southerly of the County road conveyed to Skagit County by deed recorded under Auditor's File No. 496313, records of Skagit County, Washington.

ALSO all of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 20.

Situate in the County of Skagit, State of Washington.

Section 21:

Government Lots 8 and 9.

Situate in the County of Skagit, State of Washington.

Section 30:

Government Lots 5, 7 and 8.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 8 EAST, WM

Section 3:

PARCEL "A":

Lots 3 and 4 and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 35 North, Range 8 East, W.M., EXCEPT that portion thereof conveyed to Superior Portland Cement Company, a corporation, by deed dated October 31, 1908, and recorded August 12, 1910 in Volume 83 of Deeds, page 26, records of said County, AND EXCEPT County road rights of way, AND ALSO EXCEPT that portion conveyed to Puget Sound Power and Light Company, a Washington corporation by deed recorded October 17, 1989, under Auditor's File No. 8910170094.



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DESCRIPTION CONTINUED:

Section 3 continued:PARCEL "B":

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$, Section 3, Township 35 North, Range 8 East, W.M., EXCEPT a tract conveyed to Superior Portland Cement Company, by deed dated September 11, 1907 and recorded September 14, 1907, in Volume 68 of deeds, page 40, described as follows:

Beginning at a point which is the Southeast corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 3;
thence running West along the South margin of said tract, a distance of 471.4 feet;
thence North a distance of 1290 feet, more or less, to a point 30 feet South of the North margin of said tract;
thence West along a line parallel to the North margin of said tract a distance of 851.6 feet, more or less, to a point on the West margin of said tract;
thence North a distance of 30 feet to a point which is the Northwest corner of said tract;
thence East along the North margin of said tract a distance of 1323 feet, more or less, to the Northeast corner of said tract;
thence South along the said East margin of said tract a distance of 1320 feet, more or less, to the point of beginning, EXCEPT County road right of way, AND EXCEPT that portion described as follows:

Beginning at the intersection of the South line of said Section 3, with the East boundary of the right of way of the Baker Lake Highway;
thence Northerly along the said East boundary to the South line of the Puget Sound Power and Light Company's easement for power line;
thence Easterly along said power line boundary for a distance of 380 feet;
thence South to the South line of said Section 3;
thence West along said South line to the point of beginning;

Situate in the County of Skagit, State of Washington.

Section 4:

Government Lots 3 and 4; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, EXCEPT County road rights of way, all in Section 4, Township 35 North, Range 8 East, W.M., AND EXCEPT that portion conveyed to Puget Sound Power & Light Company, a Washington corporation by deed recorded October 17, 1989, under Auditor's File No. 8910170094.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 5:

All of Section 5, Township 35 North, Range 8 East, W.M., EXCEPT the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; AND EXCEPT that certain 100 foot strip as conveyed to the Seattle and Northern Railway Company by deed recorded January 15, 1900 in Volume 40 of Deeds, page 258.

Situate in the County of Skagit, State of Washington.

Section 6:

Government Lots 1, 2, 3 and 4; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 10:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Section 10, Township 35 North, Range 8 East, W.M.;

EXCEPT that portion described as follows:

Beginning at the Southeast corner of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, said Section 10; thence North 200 feet along the East line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence West 150 feet; thence South 200 feet to the South line of said North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence East to the point of beginning.

Situate in the County of Skagit, State of Washington.

Section 15:

Government Lot 6, Section 15, Township 35 North, Range 8 East, W.M., EXCEPT those portions conveyed to Skagit County by deeds recorded November 21, 1950 and January 21, 1953, under Auditor's File Nos. 453698 and 484182, respectively.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 17:

The Southeast $\frac{1}{4}$ of Section 17, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 20:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 20, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 21:

The Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 35 Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 22:

All of Section 22, Township 35 North, Range 8 East, W.M., EXCEPT that portion of the Southeast $\frac{1}{4}$, lying Southerly of the centerline of Finney Creek.

Situate in the County of Skagit, State of Washington.

Section 23:

The Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$, all in Section 23, Township 35 North, Range 8 East, W.M., EXCEPT that portion thereof conveyed to Skagit County for the Concrete Sauk Valley Road by deeds recorded June 25, 1952, under Auditor's File Nos. 476827 and 476828.

AND EXCEPT that portion of Government Lots 1 and 2 lying Easterly of said Concrete Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

Section 25:

All of Section 25, Township 35 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 26:

All of Section 26, Township 35 North, Range 8 East, W.M., EXCEPT road rights of way AND EXCEPT that portion of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, lying Northerly of Finney Creek.

Situate in the County of Skagit, State of Washington.

Section 27:

All of Section 27, Township 35 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 28:

All of Section 28, Township 35 North, Range 8 East, W.M., EXCEPT the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ thereof.

Situate in the County of Skagit, State of Washington.

Section 29:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 29, Township 35 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 32:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$, all in Section 32, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 33:

All of Section 33, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 34:

All of Section 34, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 35:

All of Section 35, Township 35 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 9 EAST, WM

Section 19:

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and that portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, described as follows:

Beginning at a point 21.4 feet North and 1016.2 feet West of the East $\frac{1}{4}$ corner of said Section 19;
thence North $88^{\circ}47'44''$ West 306.8 feet along the South line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 19 to the center East $\frac{1}{16}$ corner of said Section 19;
thence Northerly along the West line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, 567.8 feet, more or less, to the South edge of the Sauk Valley County Road right-of-way;
thence North 65° East 89.9 feet along the South edge of said right-of-way to a point 15 feet East of the centerline of a spur road;
thence South 13° East 428 feet;
thence South 40° East 153 feet;
thence South $21^{\circ}30'$ East 83.7 feet to the point of beginning.

EXCEPT the following described parcel:

Beginning at a point on the Northeast corner of said East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$;
thence Southerly 330 feet along the East boundary of said Section 19;
thence Westerly 264 feet on a line parallel with the North boundary of said Section 19;
thence Northerly 330 feet on a line parallel with the East boundary of said Section 19;
thence Easterly 264 feet along the North boundary of said East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ to the point of beginning, all in Section 19, Township 35 North, Range 9 East, W.M.,

AND EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 20:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

EXCEPT a tract described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 20;
thence East 660 feet along the centerline of said Section 20;
thence South 330 feet;
thence West 660 feet to the Section line;
thence North 330 feet to the point of beginning,

ALSO the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

EXCEPT the North 20 rods thereof;

ALSO TOGETHER WITH the North $\frac{1}{2}$ of Government Lot 9, lying Westerly of the Easterly line of the Skagit County road right of way known as Sauk Valley Concrete Road as it existed August 22, 1907,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 29:

The Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the West $\frac{1}{2}$ of Government Lot 2, the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 29, Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 30:

All Section 30, Township 35 North, Range 9 East, W.M., EXCEPT road rights-of-way.

Situate in the County of Skagit, State of Washington.

Section 31:

All Section 31, Township 35 North, Range 9 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 32:

All in Section 32, Township 35 North, Range 9 East, W.M., EXCEPT road rights of way, AND EXCEPT that portion conveyed to Skagit County by instrument recorded May 12, 1952, under Auditor's File No. 475026, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 33:

Government Lots 2 and 3; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and that portion of Government Lot 7, lying South of the Concrete Sauk Valley Road, formerly Skagit Ridge Road; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$;

EXCEPT from the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ that portion conveyed for right of way by deed recorded August 15, 1997, under Auditor's File No. 9708150072, records of Skagit County, Washington,

AND EXCEPT any portion thereof lying North of the South line of the Skagit County road right of way known as the Skagit Ridge Road,

AND ALSO EXCEPT a strip of land 5 feet wide as conveyed by Frank Yeager and Margaret Yeager, his wife, to the United States of America, and recorded April 13, 1934, in Volume 164 of Deeds, page 242, under Auditor's File No. 261531, records of Skagit County, Washington,

AND ALSO EXCEPT that portion of Government Lots 2 and 3 and of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ Easterly of the Skagit Ridge Road.

Situate in the County of Skagit, State of Washington.

Section 36Parcel "A":

a) Government Lot 3; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, Section 36, Township 35 North, Range 9 East, W.M.

EXCEPT that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ as conveyed in that Quit Claim Deed recorded April 11, 1991, under Auditor's File No. 9104110005.

AND EXCEPT County road right of way as conveyed to Skagit County, Washington, by instrument recorded under Auditor's File No. 238227, records of said County;

AND ALSO EXCEPT right of way of City of Seattle transmission line as acquired under Decree of Condemnation entered April 22, 1924, in Skagit County Superior Court Cause No. 10910;



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DESCRIPTION CONTINUED:

Section 36, Parcel "A" continued:

EXCEPT all that portion of Government Lot 3 lying East of the City of Seattle transmission line right of way and North of County Road and that portion of Government Lot 3 lying West of County Road and North of North bank of Vohs Slough, all as conveyed to Victor B. Cowden, et ux, by deed recorded in Volume 168 of Deeds, page 200, under Auditor's File No. 273602, records of said County.

TOGETHER WITH that portion of Skagit Valley Cascade Road, vacated under Commissioners File No. 10,745 which may attach by operation of law.

b) Government Lot 5, Section 36, Township 35 North, Range 9 East, W.M.,

EXCEPT right of way of City of Seattle transmission line by order issued by State of Washington, under Application No. 11836, and recorded December 11, 1923, under Auditor's File No. 170044.

AND EXCEPT any portion thereof conveyed to Skagit County by instrument recorded under Auditor's File No. 591628.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 10 EAST, WM

Section 13:

Government Lots 7 and 8 in Section 13.

Section 24:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; Government Lots 1, 2, 3 and 4; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, all in Section 24, Township 35 North, Range 10 East, W.M.,

EXCEPT that certain 60 foot strip conveyed to Skagit County by deed recorded April 19, 1960, under Auditor's File No. 593378;



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DESCRIPTION CONTINUED:

Section 24 continued:

TOGETHER WITH a right-of-way 60 feet in width over and across the following described lands:

Beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 35 North, Range 10 East, W.M., which is the true point of beginning;
thence 85 feet North along the West line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence Southwesterly to a point on the South line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence 85 feet East along the South line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the true point of beginning,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 28:

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ in Section 28, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 29:

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 29, Township 35 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 31:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$,

EXCEPT that portion conveyed to Skagit County for road by deed recorded September 9, 1938, under Auditor's File No. 305607, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 32:

All,

EXCEPT the following described tracts:

- 1.) Government Lots 1, 2 and 3
- 2.) Those portions of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, all lying Northerly of the Martin Ranch Road;
- 3.) Those portions conveyed to Skagit County for road purposes by deeds recorded September 9, 1938 and April 19, 1960, under Auditor's File Nos. 305607 and 593378, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 33:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of Section 33, Township 35 North, Range 10 East, W.M.,

EXCEPT those portions conveyed to Skagit County by deeds recorded September 9, 1938, February 24, 1940, and April 19, 1960, under Auditor's File Nos. 305607, in Volume 180, pages 68 and 69, and 593378, respectively, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 35 NORTH, RANGE 11 EAST, WM

Section 11:

Government Lot 3 lying Northwesterly of the State Highway; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$;

EXCEPT all that portion thereof conveyed to Skagit County for road purposes by Deed recorded October 31, 1991, under Auditor's File No. 9110310001, records of Skagit County, Washington.

Government Lot 4.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 14:

Those portions of Government Lots 2 and 3 lying Northerly of the State Highway; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and Government Lots 1 and 4,

EXCEPT that portion of Government Lot 4 lying within the following described tract:

Beginning on the West line of said Government Lot 4 at the Southerly bank of the Cascade River;
thence South $00^{\circ}38'01''$ East along said West line to the quarter corner common to said Sections 14 and 15;
thence North $39^{\circ}54'05''$ East 796.54 feet;
thence North $67^{\circ}42'16''$ East 516.62 feet;
thence North $89^{\circ}30'52''$ East 327.59 feet to the East line of said Government Lot 4;
thence North $00^{\circ}29'02''$ East a distance of 530.00 feet, more or less, to the line of ordinary high water on the Southerly bank of the Cascade River;
thence in a general Southwesterly direction along said line of ordinary high water to the point of beginning.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 15:

That portion of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ and Government Lots 1, 2, 3 and 4 lying Northerly of the Northerly right of way margin of State Highway No. 17A.

That portion of Government Lot 5, lying Southerly of the Northerly margin of a strip of land 60 feet in width having 30 feet on each side of the centerline of "Road A" as described in instrument recorded January 13, 1965, under Auditor's File No. 660830 and lying Westerly of the Westerly boundary of "CASCADE RIVER PARK NO. 3," as per plat recorded in Volume 9 of Plats, pages 22 through 24, inclusive, records of Skagit County, Washington.

That portion of Government Lot 8, lying Southerly of the following described line:

Beginning at a point on the Southerly line of Tract A of Cascade River Park No. 2, which point bears South $25^{\circ}26'25''$ East 148.64 feet from the most Northerly corner of Tract B of said plat;
thence Northeasterly along the Southerly line of said Tract A along the following courses and distances:

A curve to the left (the radius of which bears North $25^{\circ}26'25''$ West 500 feet), a distance of 257.81 feet;
thence North $35^{\circ}01'02''$ East 168.63 feet to a point on a curve to the right having a radius of 400 feet;
thence along said curve a distance of 439.93 feet to intersect the most Easterly line of said Tract A;
thence leaving the Southerly line of said Tract A and proceeding North $89^{\circ}21'59''$ East 690.21 feet to the East line of said Government Lot 8 and end of said line.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

DESCRIPTION CONTINUED:

Section 15:

The North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; and Government Lot 7,

EXCEPT THEREFROM those portions lying within the Plats of "CASCADE RIVER PARK NO. 2," as per plat recorded in Volume 9 of Plats, pages 20 and 21, and "CASCADE RIVER PARK NO. 3," as per plat recorded in Volume 9 of Plats, pages 22 through 24, inclusive, records of Skagit County, Washington,

AND EXCEPT beginning at the most Northerly corner of Lot 73 on the Southeasterly boundary of said Plat of Cascade River Park No. 2;
thence North $50^{\circ}54'08''$ East along said plat boundary 67.96 feet to the beginning of a curve to the right with a radius of 203.49 feet;
thence Northeasterly along said curve through a central angle of $36^{\circ}45'52''$ and arc distance of 13.57 feet to a point of reverse curvature and the beginning of a curve to the left with a radius of 430.00 feet;
thence Northeasterly along said curve through a central angle of $31^{\circ}13'50''$ and an arc distance of 234.38 feet;
thence South $33^{\circ}33'50''$ East 133.79 feet;
thence South $58^{\circ}54'08''$ West 424.72 feet;
thence North $31^{\circ}05'52''$ West 200 feet to the point of beginning.

The South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 16:

That portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ lying Southerly of the Northerly margin of a strip of land 60 feet in width having 30 feet of such width on each side of the centerline of an existing roadway, designated as Road "A" in instrument recorded January 13, 1965, under Auditor's File No. 660830, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 17:

The Southwest $\frac{1}{4}$;

EXCEPT that portion conveyed to Skagit County under Auditor's File No. 683926, records of Skagit County, Washington, for road purposes,

AND EXCEPT the following described tract:



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 17 continued:

Beginning at the North $1/16^{\text{th}}$ corner of the Southwest $1/4$ of Section 17;
thence South $00^{\circ}43'33''$ East a distance of 175.00 feet;
thence North $89^{\circ}10'51''$ East a distance of 248.91 feet;
thence North $00^{\circ}43'33''$ West a distance of 175.00 feet;
thence South $89^{\circ}10'51''$ West a distance of 248.91 feet to the point of beginning;

The North $1/2$ of the Southeast $1/4$;

The South $1/2$ of the Southeast $1/4$.

Situate in the County of Skagit, State of Washington.

Section 18:

Government Lots 14 and 15 and the Southwest $1/4$ of the Southeast $1/4$;

The Southeast $1/4$ of the Southeast $1/4$.

Situate in the County of Skagit, State of Washington.

Section 19:

The Northeast $1/4$ of the Northeast $1/4$;

Government Lots 1, 2 and 3; the East $1/2$ of the Northwest $1/4$; the West $1/2$ of the Northeast $1/4$; the Southeast $1/4$ of the Northeast $1/4$; and the East $1/2$ of the Southwest $1/4$.

Government Lot 4 and all of the Southeast $1/4$.

Situate in the County of Skagit, State of Washington.

Section 20:

The Northwest $1/4$; the North $1/2$ of the Southwest $1/4$; the Southeast $1/4$ of the Southwest $1/4$; the West $1/2$ of the Southeast $1/4$; the Northeast $1/4$; the Southwest $1/4$ of the Southwest $1/4$; the East $1/2$ of the Southeast $1/4$ of Section 20.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 21:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the North $\frac{1}{2}$; the North $\frac{1}{2}$ of the South $\frac{1}{2}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21,

EXCEPT logging roads 40 feet in width over and across said property as constructed on November 4, 1954, as conveyed to Bradsberry Timber Company, a corporation, to Marblemount Timber Company, a corporation, by deed dated November 4, 1954, and recorded under Auditor's File No. 509926, records of Skagit County, Washington.

Section 22:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 22,

EXCEPT logging roads 40 feet in width over and across said property as constructed on November 4, 1954, as conveyed to Bradsberry Timber Company, a corporation, to Marblemount Timber Company, a corporation, by deed dated November 4, 1954, and recorded under Auditor's File No. 509926, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 28:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 35 North, Range 11 East, W.M.,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 29:

All of Section 29, Township 35 North, Range 11 East, W.M.,

EXCEPT the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$,

ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 30:

The Southwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; Government Lots 1 and 2; the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 31:

All of Section 31, Township 35 North, Range 11 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 32:

The Northwest $\frac{1}{4}$; North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32, Township 35 North, Range 11, East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 35:

The Southeast $\frac{1}{4}$, Section 35.

TOWNSHIP 36 NORTH, RANGE 5 EAST, WM

Section 1:

Government Lots 4, 5, 6, 7, 8, and 9, Section 1, Township 36 North, Range 5 East, W.M. EXCEPT road rights of way, EXCEPT North 200 feet of Government Lot 9, AND ALSO EXCEPT the following described tract:

Beginning at the Northeast corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 12, Township 36 North, Range 5 East, W.M.;
thence North parallel with the West line of said Section 1 to the South Fork of the Nooksack River as it existed on January 29, 1944;
thence Southerly along the Southwesterly line of said South Fork of the Nooksack River to the South line of said Government Lot 9,
thence West along the South line of said Government Lot 9 to the point of beginning, AND ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 2:

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, all in Section 2, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 3:

Government Lots 1, 2 and 3; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$; and the Southwest $\frac{1}{4}$; all in Section 3, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 10:

The Northeast $\frac{1}{4}$; Government Lots 1, 4, 5, 6, 9, 10, 11 and 12; all in Section 10, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 11:

The Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; all in Section 11, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 12:

Government Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; all in Section 12, Township 36 North, Range 5 East, W.M., EXCEPT the North 242 feet of Government Lot 2, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 13:

Government Lots 1, 2, 3, 4 and 5; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; all in Section 13, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 14:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of Section 14, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 15:

Government Lots 1 through 16, inclusive, in Section 15, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington

Section 19:

Deleted.

Section 20:

The South $\frac{1}{2}$ of Section 20, Township 36 North, Range 5 East, W.M., EXCEPT the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 21:

Government Lots 12, 13 and 14 in Section 21, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 22:

All of Section 22, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 23:

All Section 23, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 24:

All Section 24, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 25:

All Section 25, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 26:

All of Section 26, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 27:

All of Section 27, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 28:

All of Section 28, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 29:

All Section 29, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 30:

The Southeast $\frac{1}{4}$, Section 30, Township 36 North, Range 5 East, W.M., EXCEPT the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 32:

The Southeast $\frac{1}{4}$ of Section 32, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 33:

The Northwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 34:

The Northeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$, EXCEPT the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, all in Section 34, Township 36 North, Range 5 East, W.M., AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 35:

The North $\frac{1}{2}$ of Section 35, Township 36 North, Range 5 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 36 NORTH, RANGE 6 EAST, WM

Section 1:

All of Section, EXCEPT the Southeast $\frac{1}{4}$ thereof.

Section 2:

All of Section.

Section 3:

All of Section.

Section 4:

Government Lot 1; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$; Section 4, Township 36 North, Range 6 East, W.M.



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DESCRIPTION CONTINUED:

Section 7:

Government Lots 8 through 12, inclusive, in Section 7, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 9:

The Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$.

Section 10:

The Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$.

Section 11:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Section 13:

All of Section 13,

EXCEPT all that portion of said Section 13, lying North and West of a line that is parallel with and 30 feet Northerly and Westerly of the centerline of a private existing road commonly known as road 300,

AND EXCEPT the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

AND ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 16:

The East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 17:

Government Lots 1 through 4, inclusive, the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, all in Section 17, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 18:

All of Section 18, Township 36 North, Range 6 East, W.M., EXCEPT the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ thereof.

Situate in the County of Skagit, State of Washington.

Section 19:

All Section 19, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 20:

All of Section 20, Township 36 North, Range 6 East, W.M., EXCEPT the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ thereof.

Situate in the County of Skagit, State of Washington.

Section 21:

Government Lots 3, 4, 5, 7 and 8, the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; all in Section 21, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 22:

All of Section 22, Township 36 North, Range 6 East, W.M.

EXCEPT that portion of Section 22, lying Northerly of a line that is parallel with and 30 feet Northerly of the centerline of that certain existing private road known as Road 300,

AND EXCEPT including all that portion of said Section 22, lying Northerly of the North line of that certain existing private road known as Road 100,

AND ALSO EXCEPT that portion thereof within the bed of the Nooksack River.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 23:

All of Section 23, Township 36 North, Range 6 East, W.M.,

EXCEPT that portion of the North $\frac{1}{2}$ of said Section 23, lying Northerly of a line drawn parallel with and 30 feet Northerly and Westerly of the centerline of an existing private road known as Road 300,

AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 24:

All of Section 24, Township 36 North, Range 6 East, W.M.,

EXCEPT that portion, if any, of Section 24, lying Northerly and Westerly of a line drawn parallel with and 30 feet Northerly and Westerly of the centerline of an existing private road known as Road 300,

AND EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 25:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 26:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 26, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 27:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 27, Township 36 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 28:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 28, Township 36 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 29:

All of Section 29, Township 36 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 30:

All of Section 30, Township 36 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 31:

All of Section 31, Township 36 North, Range 6 East W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 32:

All of Section 32, Township 36 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 33:

The Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 33, Township 36 North, Range 6 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

TOWNSHIP 36 NORTH, RANGE 7 EAST, WM

Section 2:

The West $\frac{1}{2}$; the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 36 North, Range 7 East, W.M.

EXCEPTING THEREFROM that portion of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, lying Westerly of a line drawn parallel with and 30 feet Westerly of the centerline of an existing private road known as Road 300.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 6:

Government Lots 1, 2, 3; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 7:

The Northeast $\frac{1}{4}$.

TOGETHER WITH an easement for ingress and egress over and across all roads now constructed or to be constructed, as established by access rights and access easement agreement recorded November 3, 1989 under Auditor's File Nos. 8911030039 and 8911030040.

Situate in the County of Skagit, State of Washington.

Section 10:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$, all in Section 10, Township 36 North, Range 7 East, W.M., EXCEPT that portion lying in the current bed of the South Fork of the Nooksack River, AND EXCEPT that portion of the above described tract lying 30 feet Northerly and Westerly of the centerline of a logging road commonly known as Road 300 as the same existed on the ground on March 26, 1991.

Situate in the County of Skagit, State of Washington.

Section 11:

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; all in Section 11, Township 36 North, Range 7 East, W.M.,

EXCEPTING THEREFROM that portion in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ conveyed to Seattle City Light by deed recorded March 22, 1993, under Auditor's File No. 9303220153, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 12:

Government Lots 1, 2, 3 and 4 and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$.

All standing timber as conveyed by deeds recorded under Auditor's File Nos. 475708 and 476035, records of Skagit County, Washington, from Marie Weiburst, a widow to Summit Timber Company following by successive conveyances to Puget Sound Pulp and Timber by instrument recorded under Auditor's File No. 476318, records of Skagit County, Washington, and Trillium Corporation by deed recorded May 31, 1991, under Auditor's File No. 9105310049, records of Skagit County, Washington, located on the following described land:

Government Lots 2 and 3.

Situate in the County of Skagit, State of Washington.

Section 13:

The Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Government Lots 1 and 2; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$.

The West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and Government Lots 3 and 4, all in Section 13, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 14:

All of Section 14, Township 36 North, Range 7 East, W.M., EXCEPT the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ thereof.

Situate in the County of Skagit, State of Washington.

Section 15:

All of Section 15, Township 36 North, Range 7 East, W.M., EXCEPT road rights of way, AND EXCEPT that portion thereof lying 30 feet Northerly and Westerly of the centerline of a logging road commonly known as Road 300 as the same existed on the ground on March 26, 1991.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

DESCRIPTION CONTINUED:

Section 16:

The South $\frac{1}{2}$ of Section 16, Township 36 North, Range 7 East, W.M., EXCEPT that portion thereof lying in the bed of the Nooksack River, AND EXCEPT that portion conveyed by instrument recorded March 22, 1993, under Auditor's File No. 9303220153, described as follows:

That portion of the following described property lying Northerly and Westerly of a line drawn parallel with and 30 feet Northerly and Westerly of the centerline of an existing private road known as Road 300.

Situate in the County of Skagit, State of Washington.

Section 17:

All of Section 17, Township 36 North, Range 7 East, W.M.,

EXCEPT the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ thereof,

AND EXCEPT road rights of way,

AND ALSO EXCEPT that portion of Section 17, lying Northerly of a line drawn parallel with and 30 feet Northerly of the centerline of an existing private road known as Road 300,

AND ALSO EXCEPT that portion thereof lying within the bed of the Nooksack River.

Situate in the County of Skagit, State of Washington.

Section 18:

All of Section 18, Township 36 North, Range 7 East, W.M.,

EXCEPT road rights of way,

AND EXCEPT that portion of Section 18, lying Northerly of a line that is parallel with and 30 feet Northerly of the centerline of an existing private road known as Road 300,

AND ALSO EXCEPT that portion thereof lying within the bed of the Nooksack River.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 19:

All of Section 19, Township 36 North, Range 7 East, W.M., EXCEPT road rights of way AND EXCEPT that portion of Government Lot 4, more particularly described as follows:

Beginning at the Southwest corner of said Lot 4, which point is also the Southwest section corner of said Section 19, running thence East along the South line of Section 19, a distance of 500 feet; thence Northerly and parallel to the West line of said Section 19, a distance of 500 feet; thence Westerly and parallel to the South line of said Section 19, a distance of 500 feet, more or less, to the West line of said Section 19; thence South along the West line of said Section 19 to the point of beginning.

Situate in the County of Skagit, State of Washington.

Section 20:

All of Section 20, Township 36 North, Range 7 East, W.M.,

EXCEPT that portion of the North $\frac{1}{2}$ of said Section 20, lying Northerly of a line that is parallel with and 30 feet Northerly of the centerline of an existing private road known as Road 300.

Situate in the County of Skagit, State of Washington.

Section 21:

All of Section 21, Township 36 North, Range 7 East, W.M.,

EXCEPT that portion of the North $\frac{1}{2}$ of said Section 21, lying Northerly and Westerly of a line that is parallel with and 30 feet Northerly and Westerly of the centerline of an existing private road known as Road 300.

Situate in the County of Skagit, State of Washington.

Section 22:

All of Section 22, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 23:

The Northwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and Government Lots 1 through 4, inclusive, all in Section 23, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 24:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and Government Lots 1 through 4, inclusive, all in Section 24, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 25:

The North $\frac{1}{2}$ and the Southeast $\frac{1}{4}$ of Section 25, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 26:

The North $\frac{1}{2}$ of Section 26, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 27:

The North $\frac{1}{2}$ of Section 27, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 29:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ in Section 29, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 30:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and Government Lot 1 in Section 30, Township 36 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

TOWNSHIP 36 NORTH, RANGE 8 EAST, WM

Section 1:

That portion of Government Lots 3, 6, 10, 13 and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, lying Westerly of the 440 foot contour line, U.S.G.S. Datum; and all of Government Lots 4, 5, the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$; all in Section 1, Township 36 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 2:

All of Section 2, Township 36 North, Range 8 East, W.M., EXCEPT road rights of way AND EXCEPT that portion thereof granted to Skagit County by Quit Claim Deed recorded July 9, 1970, under Auditor's File No. 741026.

Situate in the County of Skagit, State of Washington.

Section 3:

Government Lots 1, 2 and 3; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$, all in Section 3, Township 36 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 4:

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 7:

The Northeast $\frac{1}{4}$; and Government Lots 1 and 2,

EXCEPT standing timber and down timber thereon as conveyed to Summit Timber Company by deed dated September 21, 1951, and recorded October 5, 1951, under Auditor's File No. 475708, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 8:

All.

Section 9:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and the West $\frac{1}{2}$,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 10:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; and the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$,

EXCEPT road rights of way,

AND EXCEPT that portion thereof granted to Skagit County by Quit Claim Deed recorded July 9, 1970, under Auditor's File No. 741026, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 11:

The Northwest $\frac{1}{4}$; Northeast $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of Section 11, Township 36 North, Range 8 East, W.M., EXCEPT road rights of way, AND EXCEPT that portion thereof granted to Skagit County by Quit Claim Deed recorded July 9, 1970, under Auditor's File No. 741026.

Situate in the County of Skagit, State of Washington.

Section 12:

The West $\frac{1}{2}$ of Section 12, Township 36 North, Range 8 East, W.M., EXCEPT that portion lying Easterly of the 440 foot contour line, U.S.G.S. Datum.

Those portions of Government Lots 1, 2, 4 and 10; and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; lying above the 440 foot contour line of the U.S.G.S. Datum; and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 13:

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ Westerly of 440 foot contour line; Government Lot 3 Northerly and Westerly of 440 foot contour line in Section 13, Township 36 North, Range 8 East, W.M.,

EXCEPT road rights of way.

The East $\frac{1}{2}$ of the East $\frac{1}{2}$,

AND EXCEPT that portion thereof described as follows:

Beginning at the Southeast corner of said Section 13;
thence North $02^{\circ}45'14''$ East along the line common to Sections 13 and 18, a distance of 436.26 feet to the approximate centerline of Thunder Creek;
thence along said centerline of the following twelve courses;
thence North $43^{\circ}23'41''$ West, 184.45 feet;
thence North $06^{\circ}37'57''$ West, 216.45 feet;
thence North $81^{\circ}01'39''$ West 96.18 feet;
thence South $51^{\circ}08'48''$ West, 213.14 feet;
thence South $85^{\circ}54'52''$ West 70.18 feet;
thence North $60^{\circ}15'18''$ West, 80.62 feet;
thence South $63^{\circ}26'06''$ West 190.07 feet;
thence North $58^{\circ}17'55''$ West, 199.82 feet;
thence North $70^{\circ}36'36''$ West, 174.74 feet;
thence South $76^{\circ}49'13''$ West, 162.27 feet;
thence South $27^{\circ}27'51''$ West, 199.48 feet;
thence South $36^{\circ}40'57''$ West, 123.52 feet to the West line of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13;
thence South $01^{\circ}46'26''$ West along said line 432.28 feet to the South Section line;
thence South $89^{\circ}06'15''$ East along the South Section line 1,385.09 feet to the point of beginning.

TOGETHER WITH that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, lying East of the 441.72 foot contour line, U.S.G.S. Datum, and lying North and West of a line described as follows:

Beginning at a point on the East line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 300 feet South of the Northeast corner thereof;
thence South $59^{\circ}42'$ East 725.5 feet;
thence South $23^{\circ}55'$ West, 700 feet to the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$;
thence South $11^{\circ}55'$ West, 500 feet;
thence South $64^{\circ}51'$ West, 406.4 feet to the West line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.



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DESCRIPTION CONTINUED:

Section 13 continued:

TOGETHER WITH that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13, lying Easterly of the following line:

Beginning at the Northeast corner of said subdivision;
thence South along the East line of said subdivision 300 feet;
thence Southwesterly to a point which is North $23^{\circ}55'00''$ East, 700 feet to a point on the South line of said subdivision which is 450 feet East of the Southwest corner;
thence South $23^{\circ}55'00''$ West, 700 feet to a point on the South line of said subdivision,

EXCEPT any portion lying West of the 440 contour line U.S.G.S. Datum,

AND EXCEPT roads.

TOGETHER WITH that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 13, lying Easterly of a line described as follows:

Beginning 300 feet South of the Northeast corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13;
thence South $59^{\circ}42'$ West, 725.5 feet;
thence South $23^{\circ}53'$ West, 700 feet to the point of beginning of the line herein described;
thence South $11^{\circ}55'$ West, 500 feet;
thence South $64^{\circ}51'$ West, 406.4 feet to the Westerly line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 14:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Northerly and Westerly of the 440 foot contour line; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all in Section 14, Township 36 North, Range 8 East, W.M.

That portion of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and that portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 14, lying Westerly of the 440 foot contour line U.S.G.S. Datum,

EXCEPT any portion lying within the tract conveyed to Western Washington Power Company by deed recorded January 8, 1915, in Volume 98 of Deeds, page 306, under Auditor's File No. 105798, records of Skagit County, Washington,

AND EXCEPT any portion lying within a 60 foot strip of land conveyed to Skagit County for Bielenberg Road by deed recorded March 8, 1895, in Volume 32 of Deeds, page 3, under Auditor's File No. 21582, records of Skagit County, Washington,

AND ALSO EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 15:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, all in Section 15, Township 36 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 16:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 36 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 17:

The Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$,

EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 18:

All of Section 18, Township 36 North, Range 8 East, W.M., EXCEPT all right, title and interest in any oil, minerals or metals of any kind lying in Government Lots 1 through 4, inclusive, the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, as conveyed to James G. Smith by deed recorded April 30, 1941, under Auditor's File No. 338584.

Situate in the County of Skagit, State of Washington.

Section 19:

All of Section 19, Township 36 North, Range 8 East, W.M., EXCEPT right, title and interest in any oil, minerals, or metals of any kind lying in the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and Government Lots 1 and 2 as conveyed to James G. Smith by deed recorded April 30, 1941, under Auditor's File No. 338584.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

Section 20:

All of Section 20, Township 36 North, Range 8 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

Section 21:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all in Section 21, Township 36 North, Range 8 East, W.M.,

EXCEPT from the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ that portion conveyed by Auditor's File No. 9904090010, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of that certain tract conveyed to Carl J. and Wendy Lynn Munson by deed filed in Auditor's File No. 9811230018 as shown on that certain survey filed in Volume 21 of Surveys, page 121, records of Skagit County, Washington;
thence South $28^{\circ}00'13''$ West along the Southerly prolongation of the Westerly line of said Munson tract, a distance of 150.0 feet;
thence South $89^{\circ}58'05''$ East parallel with the South line of said Munson tract, a distance of 290 feet, more or less, to the West line of the County road right of way conveyed to Skagit County by Scott Paper Company in Auditor's File No. 822800;
thence Northerly along the West line of said road, a distance of 150.0 feet, more or less, to the North line of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of said Section 21;
thence North $89^{\circ}58'05''$ West, a distance of 290 feet, more or less, to the point of beginning.

AND EXCEPT Baker Lake Road,

AND ALSO EXCEPT that portion conveyed to Skagit County by Deed recorded September 2, 1975 under Auditor's File No. 822800, records of Skagit County, Washington,

AND ALSO EXCEPT that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying in the following described tract:

Beginning at the point of intersection of the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the West boundary of the County Road;
thence Northerly 650 feet along West boundary of the present County Road;
thence due West 470 feet;
thence Southerly in a line parallel to the present County Road, 650 feet;
thence due East 470 feet to point of beginning.

Situate in the County of Skagit, State of Washington.



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Skagit County Auditor

Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 22:

The Northwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 22, Township 36 North, Range 8 East, W.M., EXCEPT Baker Lake Road AND EXCEPT that portion conveyed to Skagit County by deed recorded September 2, 1975, under Auditor's File No. 822800.

Situate in the County of Skagit, State of Washington.

Section 23:

Deleted.

Section 24:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

EXCEPT the following described property:

Beginning at a point on the North and South centerline of said section, South $00^{\circ}46'56''$ East, 350 feet from the North $\frac{1}{4}$ corner of said section;
thence South $65^{\circ}30'$ West, 1,205 feet;
thence South $16^{\circ}36'35''$ West, 490.67 feet, more or less, to the South line of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence East along said South line 600 feet;



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 24 continued:

thence North 150 feet;
thence North 54°30' East, 220 feet;
thence North 27°00' East, 400 feet;
thence North 64°01'54" East, 310.09 feet, more or less, to the said North and South centerline of said section;
thence East 100 feet;
thence North 00°46'56" West, 200 feet;
thence West 100 feet to the point of beginning,

AND EXCEPT the North 25 feet of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

AND ALSO EXCEPT the North 300 feet of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the North 200 feet of the East 400 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ conveyed to Puget Sound Power and Light Company, under Auditor's File No. 8711230031, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Section 26:

Deleted.



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 27:

The North $\frac{1}{2}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 28:

The Northwest $\frac{1}{4}$, the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and all that portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, if any, lying Westerly of the Grandy-Baker Lake Road, all in Section 28, Township 36 North, Range 8 East, W.M., EXCEPT roads AND EXCEPT those portions conveyed to Skagit County by deeds recorded July 9, 1970 and September 2, 1975, under Auditor's File Nos. 741026 and 822800, respectively.

Situate in the County of Skagit, State of Washington

Section 29:

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 36 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 30:

All of Section 30, Township 36 North, Range 8 East, W.M.

Situate in the County of Skagit, State of Washington.

Section 31:

All of Section 31, Township 36 North, Range 8 East, W.M., EXCEPT road, EXCEPT that portion conveyed to Skagit County by deeds recorded July 9, 1970 and December 18, 1979, under Auditor's File Nos. 741026 and 7912180031, respectively.

Situate in the County of Skagit, State of Washington.

Section 32:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, all in Section 32, Township 36 North, Range 8 East, W.M.,

EXCEPT road,

AND EXCEPT those portions conveyed to Skagit County by deeds recorded July 9, 1970 and December 18, 1979, under Auditor's File Nos. 741026 and 7912180031, respectively.

Situate in the County of Skagit, State of Washington.

Section 33:

Parcel "A":

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 33, Township 36 North, Range 8 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the North 60 feet of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and over and across the North 60 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 33, Township 36 North, Range 8 East, W.M., EXCEPT any portion thereof lying within the boundaries of the existing County roads.

Parcel "B":

Deleted.



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DESCRIPTION CONTINUED:

Section 34:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$,

EXCEPT that portion described as follows:

Beginning at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34;
thence West 470 feet to the East boundary of the County road;
thence South along said East boundary 30 feet;
thence East 500 feet;
thence North 30 feet;
thence West to the point of beginning;

AND EXCEPT beginning at the Southwest corner of said Section 34;
thence North $0^{\circ}11'17''$ East along the West line of said Section 34, a distance of 750 feet;
thence North $88^{\circ}39'$ East a distance of 46.40 feet, more or less, to the East line of the as built and existing County road commonly known as Burpee Hill Road and formerly known as the Oscar Lang Road No. 20 to the true point of beginning, said point being the Northwest corner of said tract;
thence continuing North $88^{\circ}39'$ East a distance of 2582.70 feet, more or less, to the East line of said Southwest $\frac{1}{4}$ of said Section 34;



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Schedule "A-1"

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DESCRIPTION CONTINUED:

Section 34 continued:

thence South 0°56'04" West along said East line of said Southwest $\frac{1}{4}$ a distance of 322.04 feet;
thence South 88°39'00" West a distance of 2,571.44 feet, more or less, to the East line of said Burpee Hill Road;
thence North 1°00'36" West along said East line, a distance of 331.78 feet more or less, to the true point of beginning;

AND ALSO EXCEPT road rights of way.

TOGETHER WITH an easement for the purposes of ingress and egress which contains provisions for the bearing of costs of construction, maintenance, repair and use of road and utilities provided for therein recorded January 17, 1983, under Skagit County Auditor's File No. 8301170059, described as follows:

A strip of land the Westerly boundary of which is described by a series of intersecting line parallel to and sixty (60) feet Westerly measured at right angles from the following Easterly boundary of said strip:

Beginning at a point on the North line of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 36 North, Range 8 East, W.M., which point bears North 89°54'53" West, a distance of 100 feet from the Northeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 34;
thence South 9°16'23" West, a distance of 120.73 feet;
thence South 46°49'23" West, a distance of 294.25 feet;
thence South 11°09'38" West, a distance of 198.52 feet;
thence South 50°54'22" East, a distance of 217.11 feet;
thence South 45°28'37" East, a distance of 203.11 feet;
thence South 26°27'07" East, a distance of 100.42 feet to a point on the East line of the West $\frac{1}{2}$ of said Section 34, and the end of this easement's Easterly boundary description, and which point bears North 0°56'04" East, a distance of 460.56 feet from the Southeast corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34.

Situate in the County of Skagit, State of Washington.

Section 35:

(The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ - deleted)

That portion of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, lying Easterly of the 440 foot contour line of the U.S.G.S. Datum.

Situate in the County of Skagit, State of Washington.

Section 36:

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, lying East of the U.S.G.S., 441.72 foot contour line, U.S.G.S. Datum.

Situate in the County of Skagit, State of Washington.



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DESCRIPTION CONTINUED:

TOWNSHIP 36 NORTH, RANGE 9 EAST, WM

Section 5:

Government Lots 3 and 4; the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 6:

Government Lots 1, 2, 3, 4 and 5; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and all that portion of the West 450 feet of Government Lot 7, lying East of the U.S.G.S. 441.72 foot contour line formerly known as the 440 foot contour line.

Situate in the County of Skagit, State of Washington.

Section 7:

Government Lots 2, 3 and 4; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; and the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 8:

The South $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 9:

Government Lots 2 and 3; the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 10:

The Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$,

EXCEPT the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 17:

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; Government Lots 1, 2, 3 and 4; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 18:

The East $\frac{1}{2}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$,

EXCEPT that portion of Section 18, more particularly described as follows:

Beginning at the West $\frac{1}{4}$ corner of said Section 18;
thence South $87^{\circ}04'22''$ East along the East-West center of section, 1,241.58 feet to the Northwest corner
of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said section;
thence South $02^{\circ}10'50''$ West along the West line thereof, 106.69 feet to the point of beginning;
thence North $60^{\circ}08'56''$ East, 713.66 feet;
thence North $79^{\circ}52'02''$ East, 363.15 feet;
thence South $76^{\circ}57'08''$ East, 1,113.39 feet;
thence North $86^{\circ}34'55''$ East, 1,473.85 feet;
thence South 757.87 feet;
thence West 621.23 feet;
thence North 458.86 feet to the approximate centerline of Thunder Creek;
thence South $71^{\circ}32'27''$ West, 37.71 feet;
thence South $77^{\circ}13'57''$ West, 102.84 feet;
thence South $63^{\circ}44'50''$ West, 127.04 feet;
thence South $43^{\circ}26'16''$ West, 206.99 feet;
thence North $64^{\circ}04'11''$ West, 326.04 feet;
thence South $55^{\circ}53'12''$ West, 86.18 feet;
thence South $70^{\circ}02'49''$ West, 416.40 feet;
thence North $70^{\circ}41'55''$ West, 322.71 feet;
thence North $51^{\circ}37'42''$ West, 135.44 feet;



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 18 continued:

thence North 36°08'21" West, 141.22 feet;
thence North 69°15'58" West, 73.86 feet;
thence South 41°22'38" West, 152.69 feet;
thence South 72°04'04" West, 176.01 feet;
thence South 51°28'27" West, 195.79 feet;
thence South 74°52'20" West, 171.91 feet;
thence South 89°20'04" West 226.91 feet;
thence South 65°15'53" West, 171.10 feet;
thence South 46°12'59" West, 258.40 feet;
thence South 62°48'22" West, 75.45 feet to the intersection with said West line of the Northeast ¼ of the Southwest ¼ of Section 18;
thence North 02°10'50" East along said West subdivision line, 625.00 feet to the point of beginning,

AND EXCEPT that portion of the Northwest ¼ of the Southwest ¼ of Section 18, more particularly described as follows:

Beginning at the West ¼ corner of said Section 18;
thence South 87°04'22" East along the North line of said subdivision, 1,241.58 feet to the Northeast corner thereof;
thence South 02°10'50" West along the East line thereof, 349.95 feet to the point of beginning;
thence continuing South 02°10'50" West, 381.75 feet to the approximate centerline of Thunder Creek;
thence South 62°48'22" West along said creek, 158.80 feet;
thence North 12°01'01" East, 413.64 feet;
thence North 54°37'12" East, 85.43 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Section 19:

The East ½ of the Northeast ¼; the Northwest ¼ of the Northeast ¼; the Southeast ¼ of the Northwest ¼; the Northeast ¼ of the Southwest ¼; the South ½ of the Southwest ¼; the West ½ of the Southeast ¼; and the Southeast ¼ of the Southeast ¼.

Situate in the County of Skagit, State of Washington.

Section 20:

The Northeast ¼; the North ½ of the Northwest ¼; the South ½ of the Southwest ¼; the Southeast ¼.

Situate in the County of Skagit, State of Washington.



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Schedule "A-1"

129978-S

DESCRIPTION CONTINUED:

Section 29:

All,

EXCEPT the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 30:

All.

Situate in the County of Skagit, State of Washington.

Section 31:

Government Lots 1, 2 and 3; the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

Section 32:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$.

Situate in the County of Skagit, State of Washington.

LIVERMORE'S HAMILTON ACREAGE PARCEL

Lot 2 of Short Plat No. 49-84, recorded in Volume 7 of Short Plats, page 23, on June 3, 1985, under Auditor's File No. 8506030022, and being a portion of Lots 9 and 16, "LIVERMORE'S HAMILTON ACREAGE", as per plat recorded in Volume 3 of Plats, page 87, records of Skagit County, Washington.

ALSO, the East 2.70 Acres of Lot 3, said "LIVERMORE'S HAMILTON ACREAGE", lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the West line of Lots 2, 5 and 8, said LIVERMORE'S HAMILTON ACREAGE.



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EXHIBIT B

Appurtenant Easements, Rights of Way Grants and Agreements

As described within the Legal Description of Property, Exhibit A, attached hereto (if any).

B-1

AgCredit/Sierra Pacific
LA1:1165867.3



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Exhibit L

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
22	33	9
23	33	9
24	33	9
26	33	9
27	33	9
3	33	10
4	33	10
6	33	10
1	34	8
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4	34	9
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17	34	9
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10	34	10
17	34	10



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Exhibit L-continued

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
18	34	10
19	34	10
20	34	10
29	34	10
30	34	10
31	34	10
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13	35	6
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Exhibit L-continued

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
27	35	8
28	35	8
29	35	8
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12	36	5
13	36	5



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Exhibit L-continued

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
14	36	5
15	36	5
19	36	5
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33	36	6



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Exhibit L-continued

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
2	36	7
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Exhibit L-continued

<u>Section</u>	<u>Twp</u>	<u>Rnge</u>
28	36	8
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31	36	9
32	36	9

Lots 3 & 9 Livermores Hamilton Add



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EXHIBIT "T"

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
340910-1-001-0006	2008	\$ 716.59	\$358.30	\$ 358.29
Property I.D. No.: P30882				
340911-0-004-0004	2008	\$ 17.96	\$ 17.96	\$.00
Property I.D. No.: P30887				
340911-1-001-0005	2008	\$ 532.07	\$266.04	\$ 266.03
Property I.D. No.: P30888				
340913-2-004-0008	2008	\$ 311.50	\$155.75	\$ 155.75
Property I.D. No.: P30964				
340914-1-002-0001	2008	\$ 918.33	\$459.17	\$ 459.16
Property I.D. No.: P30972				
340915-1-001-0001	2008	\$ 859.84	\$429.92	\$ 429.92
Property I.D. No.: P30973				
340917-1-001-0009	2008	\$ 281.18	\$140.59	\$ 140.59
Property I.D. No.: P30975				
340918-1-001-0008	2008	\$ 563.75	\$281.88	\$ 281.87
Property I.D. No.: P30977				
340923-1-001-0001	2008	\$ 632.62	\$316.31	\$ 316.31
Property I.D. No.: P30978				
340923-1-001-0100	2008	\$ 173.53	\$ 86.77	\$ 86.76
Property I.D. No.: P30979				
340926-1-001-0008	2008	\$ 141.68	\$ 70.84	\$ 70.84
Property I.D. No.: P30989				
340926-1-001-0107	2008	\$ 224.43	\$112.22	\$ 112.21
Property I.D. No.: P30990				
340926-1-001-0206	2008	\$ 394.76	\$197.38	\$ 197.38
Property I.D. No.: P30991				
340935-0-002-0008	2008	\$ 110.38	\$ 55.19	\$ 55.19
Property I.D. No.: P30992				
340935-1-001-0007	2008	\$ 109.15	\$ 54.58	\$ 54.57
Property I.D. No.: P30993				
341019-1-002-0003	2008	\$ 228.34	\$114.17	\$ 114.17
Property I.D. No.: P31072				
341020-1-001-0001	2008	\$ 461.36	\$230.68	\$ 230.68
Property I.D. No.: P31074				
341030-3-001-0005	2008	\$ 493.11	\$246.56	\$ 246.55
Property I.D. No.: P31085				
341031-1-001-0008	2008	\$ 280.85	\$140.43	\$ 140.42
Property I.D. No.: P31088				
341032-0-007-0003	2008	\$ 81.26	\$ 40.63	\$ 40.63
Property I.D. No.: P31091				
341032-3-001-0003	2008	\$ 178.97	\$ 89.49	\$ 89.48
Property I.D. No.: P31095				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
350501-0-001-0002	2008	\$ 58.91	\$ 29.46	\$ 29.45
Property I.D. No.: P38428				
350502-1-001-0009	2008	\$ 274.86	\$137.43	\$ 137.43
Property I.D. No.: P38448				
350503-0-002-0009	2008	\$ 206.97	\$103.49	\$ 103.48
Property I.D. No.: P38460				
350503-3-001-0004	2008	\$ 348.08	\$174.04	\$ 174.04
Property I.D. No.: P38462				
350504-1-001-0007	2008	\$ 2,633.18	\$1,316.59	\$1,316.59
Property I.D. No.: P38465				
350505-1-001-0006	2008	\$ 2,004.40	\$1,002.20	\$1,002.20
Property I.D. No.: P38467				
350509-1-002-0001	2008	\$ 101.59	\$ 50.80	\$ 50.79
Property I.D. No.: P38707				
350510-0-003-0009	2008	\$ 19.61	\$ 19.61	\$.00
Property I.D. No.: P38799				
350510-1-001-0009	2008	\$ 139.13	\$ 69.57	\$ 69.56
Property I.D. No.: P38800				
350510-1-002-0008	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P38801				
350510-1-003-0007	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P38802				
350510-2-001-0007	2008	\$ 135.72	\$ 67.86	\$ 67.86
Property I.D. No.: P38803				
350510-2-003-0005	2008	\$ 69.17	\$ 34.59	\$ 34.58
Property I.D. No.: P38804				
350510-3-001-0005	2008	\$ 64.04	\$ 32.02	\$ 32.02
Property I.D. No.: P38815				
350510-4-001-0003	2008	\$ 70.02	\$ 35.01	\$ 35.01
Property I.D. No.: P38827				
350510-4-002-0002	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P38828				
350511-2-002-0005	2008	\$ 73.44	\$ 36.72	\$ 36.72
Property I.D. No.: P38863				
350602-3-001-0004	2008	\$ 66.60	\$ 33.30	\$ 33.30
Property I.D. No.: P40730				
350602-3-003-0002	2008	\$ 73.44	\$ 36.72	\$ 36.72
Property I.D. No.: P40732				
350603-3-001-0003	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P40735				
350603-3-002-0002	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40736				
350603-3-003-0001	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P40737				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
350604-0-002-0007	2008	\$ 73.44	\$ 36.72	\$ 36.72
Property I.D. No.: P40740				
350604-0-003-0006	2008	\$ 73.44	\$ 36.72	\$ 36.72
Property I.D. No.: P40741				
350604-0-004-0005	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40742				
350604-1-001-0006	2008	\$ 73.44	\$ 36.72	\$ 36.72
Property I.D. No.: P40743				
350604-1-002-0005	2008	\$ 75.15	\$ 37.58	\$ 37.57
Property I.D. No.: P40744				
350604-2-001-0004	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40745				
350604-2-002-0003	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P40746				
350604-3-001-0002	2008	\$ 136.26	\$ 68.13	\$ 68.13
Property I.D. No.: P40747				
350604-3-002-0001	2008	\$ 86.26	\$ 43.13	\$ 43.13
Property I.D. No.: P40748				
350604-3-003-0000	2008	\$ 59.77	\$ 29.89	\$ 29.88
Property I.D. No.: P40749				
350604-4-001-0000	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P40750				
350604-4-002-0009	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P40751				
350604-4-003-0008	2008	\$ 139.99	\$ 70.00	\$ 69.99
Property I.D. No.: P40752				
350605-0-001-0007	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40753				
350605-0-002-0006	2008	\$ 67.46	\$ 33.73	\$ 33.73
Property I.D. No.: P40754				
350605-0-003-0005	2008	\$ 59.77	\$ 29.89	\$ 29.88
Property I.D. No.: P40755				
350605-0-004-0004	2008	\$ 59.77	\$ 29.89	\$ 29.88
Property I.D. No.: P40756				
350605-1-001-0005	2008	\$ 70.88	\$ 35.44	\$ 35.44
Property I.D. No.: P40757				
350605-1-002-0004	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40758				
350605-2-001-0003	2008	\$ 61.48	\$ 30.74	\$ 30.74
Property I.D. No.: P40759				
350605-2-002-0002	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40760				
350605-3-001-0001	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40761				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
350605-3-002-0000	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40762				
350605-3-003-0009	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40763				
350605-3-004-0008	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40764				
350605-4-001-0009	2008	\$ 46.10	\$ 46.10	\$.00
Property I.D. No.: P40765				
350605-4-002-0008	2008	\$ 45.24	\$ 45.24	\$.00
Property I.D. No.: P40766				
350605-4-003-0007	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40767				
350605-4-004-0006	2008	\$ 104.74	\$ 52.37	\$ 52.37
Property I.D. No.: P40768				
350606-0-002-0005	2008	\$ 58.91	\$ 29.46	\$ 29.45
Property I.D. No.: P40771				
350606-0-003-0004	2008	\$ 56.35	\$ 28.18	\$ 28.17
Property I.D. No.: P40772				
350606-0-004-0003	2008	\$ 78.87	\$ 39.44	\$ 39.43
Property I.D. No.: P40773				
350606-0-006-0001	2008	\$ 96.20	\$ 48.10	\$ 48.10
Property I.D. No.: P40775				
350606-3-001-0000	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40778				
350606-4-001-0008	2008	\$ 70.88	\$ 35.44	\$ 35.44
Property I.D. No.: P40781				
350606-4-002-0007	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40782				
350606-4-003-0006	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40783				
350609-1-001-0001	2008	\$ 140.84	\$ 70.42	\$ 70.42
Property I.D. No.: P40894				
350609-2-001-0009	2008	\$ 46.95	\$ 46.95	\$.00
Property I.D. No.: P40898				
350609-2-002-0008	2008	\$ 46.10	\$ 46.10	\$.00
Property I.D. No.: P40899				
350609-2-003-007	2008	\$ 70.88	\$ 35.44	\$ 35.44
Property I.D. No.: P40900				
350609-2-004-0006	2008	\$ 41.82	\$ 41.82	\$.00
Property I.D. No.: P40901				
350610-1-001-0008	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40945				
350610-1-002-0007	2008	\$ 67.46	\$ 33.73	\$ 33.73
Property I.D. No.: P40946				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
350610-1-003-0006	2008	\$ 68.31	\$ 34.16	\$ 34.15
Property I.D. No.: P40947				
350610-1-004-0005	2008	\$ 72.58	\$ 36.29	\$ 36.29
Property I.D. No.: P40948				
350610-2-001-0006	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40949				
350610-2-002-0005	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P40950				
350610-2-006-0001	2008	\$ 59.77	\$ 29.89	\$ 29.88
Property I.D. No.: P40954				
350610-4-001-0408	2008	\$ 719.92	\$359.96	\$ 359.96
Property I.D. No.: P40978				
350611-0-002-0008	2008	\$ 00	\$ 00	\$ 00
Property I.D. No.: P41013				
350611-0-003-0007	2008	\$ 35.84	\$ 35.84	\$ 00
Property I.D. No.: P41014				
350611-1-001-0007	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P41025				
350611-1-002-0006	2008	\$ 67.46	\$ 33.73	\$ 33.73
Property I.D. No.: P41026				
350611-1-003-0005	2008	\$ 135.09	\$ 67.55	\$ 67.54
Property I.D. No.: P41027				
350611-2-001-0005	2008	\$ 74.29	\$ 37.15	\$ 37.14
Property I.D. No.: P41028				
350611-2-002-0004	2008	\$ 75.15	\$ 37.58	\$ 37.57
Property I.D. No.: P41029				
350611-2-003-0003	2008	\$ 45.24	\$ 45.24	\$ 00
Property I.D. No.: P41030				
350611-2-006-0000	2008	\$ 70.02	\$ 35.01	\$ 35.01
Property I.D. No.: P41032				
350611-3-007-0007	2008	\$ 2,378.70	\$1,189.35	\$1,189.35
Property I.D. No.: P41040				
350803-0-006-0119	2008	\$ 56.62	\$ 28.31	\$ 28.31
Property I.D. No.: P43350				
350803-1-001-0013	2008	\$ 403.00	\$201.50	\$ 201.50
Property I.D. No.: P43353				
350803-3-002-0000	2008	\$ 63.15	\$ 31.58	\$ 31.57
Property I.D. No.: P43363				
350804-1-002-0011	2008	\$ 184.30	\$ 92.15	\$ 92.15
Property I.D. No.: P43387				
350804-4-002-0007	2008	\$ 26.95	\$ 26.95	\$ 00
Property I.D. No.: P43398				
350805-1-001-0029	2008	\$ 783.98	\$391.99	\$ 391.99
Property I.D. No.: P43416				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
350806-1-001-0010	2008	\$ 463.89	\$231.95	\$ 231.94
Property I.D. No.: P43442				
350810-1-001-0006	2008	\$ 33.53	\$ 33.53	\$ 00
Property I.D. No.: P43684				
350815-0-006-0008	2008	\$ 57.39	\$ 28.70	\$ 28.69
Property I.D. No.: P43918				
350817-4-001-0011	2008	\$ 207.50	\$103.75	\$ 103.75
Property I.D. No.: P44018				
350820-1-001-0012	2008	\$ 91.38	\$ 45.69	\$ 45.69
Property I.D. No.: P44071				
350820-4-003-0006	2008	\$ 52.46	\$ 26.23	\$ 26.23
Property I.D. No.: P44096				
350821-1-001-0011	2008	\$ 268.51	\$134.26	\$ 134.25
Property I.D. No.: P44098				
350821-3-002-0008	2008	\$ 49.17	\$ 49.17	\$ 00
Property I.D. No.: P44109				
350822-1-001-0010	2008	\$ 691.75	\$345.88	\$ 345.87
Property I.D. No.: P44119				
350823-1-003-0017	2008	\$ 532.90	\$266.45	\$ 266.45
Property I.D. No.: P44147				
350825-1-001-0017	2008	\$ 763.33	\$381.67	\$ 381.66
Property I.D. No.: P44205				
350826-1-001-0016	2008	\$ 762.39	\$381.20	\$ 381.19
Property I.D. No.: P44234				
350827-1-001-0007	2008	\$ 905.14	\$452.57	\$ 452.57
Property I.D. No.: P44257				
350828-1-001-0006	2008	\$ 753.62	\$376.81	\$ 376.81
Property I.D. No.: P44268				
350829-4-003-0007	2008	\$ 50.81	\$ 25.41	\$ 25.40
Property I.D. No.: P44287				
350832-2-003-0006	2008	\$ 344.32	\$172.16	\$ 172.16
Property I.D. No.: P44318				
350833-1-001-0009	2008	\$ 696.11	\$348.06	\$ 348.05
Property I.D. No.: P44324				
350834-1-001-0008	2008	\$ 645.10	\$322.55	\$ 322.55
Property I.D. No.: P44334				
350835-1-001-0007	2008	\$ 770.98	\$385.49	\$ 385.49
Property I.D. No.: P44343				
350919-4-001-0000	2008	\$ 203.92	\$101.96	\$ 101.96
Property I.D. No.: P44523				
350920-3-002-0008	2008	\$ 63.15	\$ 31.58	\$ 31.57
Property I.D. No.: P44579				
350920-3-003-0007	2008	\$ 187.79	\$ 93.90	\$ 93.89
Property I.D. No.: P44580				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
350929-1-002-0003	2008	\$ 696.76	\$348.38	\$ 348.38
Property I.D. No.: P44890				
350930-1-001-0001	2008	\$ 793.00	\$396.50	\$ 396.50
Property I.D. No.: P44904				
350931-1-001-0000	2008	\$ 917.09	\$458.55	\$ 458.54
Property I.D. No.: P44914				
350932-1-001-0009	2008	\$ 937.18	\$468.59	\$ 468.59
Property I.D. No.: P44921				
350933-2-001-0006	2008	\$ 502.64	\$251.32	\$ 251.32
Property I.D. No.: P44942				
350936-2-002-0002	2008	\$ 172.03	\$ 86.02	\$ 86.01
Property I.D. No.: P45046				
351024-2-003-0002	2008	\$ 407.40	\$203.70	\$ 203.70
Property I.D. No.: P45548				
351028-3-004-0005	2008	\$ 40.11	\$ 40.11	\$ 00
Property I.D. No.: P45612				
351029-4-002-0004	2008	\$ 59.86	\$ 29.93	\$ 29.93
Property I.D. No.: P45648				
351031-1-001-0015	2008	\$ 344.05	\$172.03	\$ 172.02
Property I.D. No.: P45687				
351032-1-001-0006	2008	\$ 671.39	\$335.70	\$ 335.69
Property I.D. No.: P45699				
351033-1-001-0005	2008	\$ 906.35	\$453.18	\$ 453.17
Property I.D. No.: P45708				
351120-2-001-0007	2008	\$ 273.62	\$136.81	\$ 136.81
Property I.D. No.: P46210				
351128-3-001-0007	2008	\$ 37.90	\$ 37.90	\$ 00
Property I.D. No.: P46261				
351129-1-001-0000	2008	\$ 401.44	\$200.72	\$ 200.72
Property I.D. No.: P46265				
351130-1-002-0006	2008	\$ 401.22	\$200.61	\$ 200.61
Property I.D. No.: P46282				
351131-1-001-0006	2008	\$ 382.04	\$191.02	\$ 191.02
Property I.D. No.: P46292				
351132-1-001-0005	2008	\$ 173.24	\$ 86.62	\$ 86.62
Property I.D. No.: P46298				
331006-0-001-0002	2008	\$ 61.03	\$ 30.52	\$ 30.51
Property I.D. No.: P18636				
331006-0-004-0009	2008	\$ 282.04	\$141.02	\$ 141.02
Property I.D. No.: P18639				
360501-0-002-0000	2008	\$ 237.92	\$118.96	\$ 118.96
Property I.D. No.: P50844				
360502-2-001-0006	2008	\$ 234.00	\$117.00	\$ 117.00
Property I.D. No.: P50853				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360503-1-001-0007	2008	\$ 677.51	\$338.76	\$ 338.75
Property I.D. No.: P50856				
360510-1-001-0008	2008	\$ 525.45	\$262.73	\$ 262.72
Property I.D. No.: P50936				
360511-2-001-0005	2008	\$ 399.37	\$199.69	\$ 199.68
Property I.D. No.: P50938				
360512-1-001-0006	2008	\$ 950.31	\$475.16	\$ 475.15
Property I.D. No.: P50942				
360513-1-001-0005	2008	\$ 718.55	\$359.28	\$ 359.27
Property I.D. No.: P50943				
360514-1-002-0003	2008	\$ 732.68	\$366.34	\$ 366.34
Property I.D. No.: P50946				
360515-0-001-0005	2008	\$ 608.22	\$304.11	\$ 304.11
Property I.D. No.: P50947				
360520-3-001-0002	2008	\$ 396.80	\$198.40	\$ 198.40
Property I.D. No.: P51085				
360521-0-012-0004	2008	\$ 138.83	\$69.42	\$ 69.41
Property I.D. No.: P51089				
360522-0-001-0006	2008	\$ 578.93	\$289.47	\$ 289.46
Property I.D. No.: P51090				
360523-1-001-0003	2008	\$ 739.59	\$369.80	\$ 369.79
Property I.D. No.: P51091				
360524-1-001-0002	2008	\$ 900.59	\$450.30	\$ 450.29
Property I.D. No.: P51093				
360525-1-001-0001	2008	\$ 679.29	\$339.65	\$ 339.64
Property I.D. No.: P51094				
360526-0-001-0002	2008	\$ 620.01	\$310.01	\$ 310.00
Property I.D. No.: P51095				
360527-0-001-0001	2008	\$ 567.58	\$283.79	\$ 283.79
Property I.D. No.: P51096				
360528-3-001-0004	2008	\$ 2,506.28	\$1,253.14	\$1,253.14
Property I.D. No.: P51097				
360529-1-001-0007	2008	\$ 1,368.66	\$684.33	\$ 684.33
Property I.D. No.: P51098				
360530-4-001-0008	2008	\$ 235.49	\$117.75	\$ 117.74
Property I.D. No.: P51118				
360532-4-001-0006	2008	\$ 748.20	\$374.10	\$ 374.10
Property I.D. No.: P51216				
360533-1-002-0000	2008	\$ 1,770.34	\$885.17	\$ 885.17
Property I.D. No.: P51218				
360534-1-001-0000	2008	\$ 276.32	\$138.16	\$ 138.16
Property I.D. No.: P51223				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360535-1-001-0009	2008	\$ 311.79	\$155.90	\$ 155.89
Property I.D. No.: P51227				
360607-0-006-0009	2008	\$ 249.14	\$124.57	\$ 124.57
Property I.D. No.: P51244				
360613-4-001-0008	2008	\$ 182.57	\$ 91.29	\$ 91.28
Property I.D. No.: P51267				
360622-3-001-0009	2008	\$ 519.03	\$259.52	\$ 259.51
Property I.D. No.: P51296				
360623-1-002-0001	2008	\$ 622.86	\$311.43	\$ 311.43
Property I.D. No.: P51298				
360624-1-001-0001	2008	\$ 528.43	\$264.22	\$ 264.21
Property I.D. No.: P51299				
360624-3-004-0004	2008	\$ 186.59	\$ 93.30	\$ 93.29
Property I.D. No.: P51300				
360625-1-001-0000	2008	\$ 46.00	\$ 46.00	\$ 00
Property I.D. No.: P51301				
360626-2-001-0007	2008	\$ 92.99	\$ 46.50	\$ 46.49
Property I.D. No.: P51305				
360627-1-001-0008	2008	\$ 183.59	\$ 91.80	\$ 91.79
Property I.D. No.: P51307				
360628-2-001-0005	2008	\$ 120.34	\$ 60.17	\$ 60.17
Property I.D. No.: P51311				
360628-3-001-0003	2008	\$ 70.02	\$ 35.01	\$ 35.01
Property I.D. No.: P51313				
360629-1-001-0006	2008	\$ 1,077.55	\$538.78	\$ 538.77
Property I.D. No.: P51315				
360630-1-001-0003	2008	\$ 994.00	\$497.00	\$ 497.00
Property I.D. No.: P51316				
360631-1-001-0002	2008	\$ 782.83	\$391.42	\$ 391.41
Property I.D. No.: P51317				
360632-1-001-0001	2008	\$ 950.94	\$475.47	\$ 475.47
Property I.D. No.: P51318				
360633-2-001-0008	2008	\$ 608.89	\$304.45	\$ 304.44
Property I.D. No.: P51320				
360702-2-001-0004	2008	\$ 442.17	\$221.09	\$ 221.08
Property I.D. No.: P51326				
360710-1-001-0006	2008	\$ 149.68	\$ 74.84	\$ 74.84
Property I.D. No.: P51333				
360711-1-002-0004	2008	\$ 541.49	\$270.75	\$ 270.74
Property I.D. No.: P51337				
360714-1-002-0001	2008	\$ 270.97	\$135.49	\$ 135.48
Property I.D. No.: P51350				
360714-1-003-0000	2008	\$ 300.77	\$150.39	\$ 150.38
Property I.D. No.: P51351				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360715-1-002-0000	2008	\$ 439.71	\$219.86	\$ 219.85
Property I.D. No.: P51353				
360719-1-001-0007	2008	\$ 531.07	\$265.54	\$ 265.53
Property I.D. No.: P51362				
360719-1-001-0106	2008	\$ 30.81	\$ 30.81	\$ 00
Property I.D. No.: P51363				
360720-1-001-0004	2008	\$ 770.78	\$385.39	\$ 385.39
Property I.D. No.: P51364				
360721-1-001-0003	2008	\$ 718.27	\$359.14	\$ 359.13
Property I.D. No.: P51365				
360722-1-001-0002	2008	\$ 608.76	\$304.38	\$ 304.38
Property I.D. No.: P51366				
360723-2-001-0009	2008	\$ 313.04	\$156.52	\$ 156.52
Property I.D. No.: P51368				
360724-3-001-0006	2008	\$ 78.99	\$ 39.50	\$ 39.49
Property I.D. No.: P51372				
360725-1-001-0009	2008	\$ 319.05	\$159.53	\$ 159.52
Property I.D. No.: P51374				
360726-1-001-0008	2008	\$ 322.93	\$161.47	\$ 161.46
Property I.D. No.: P51376				
360727-1-001-0007	2008	\$ 318.81	\$159.41	\$ 159.40
Property I.D. No.: P51378				
360729-1-001-0005	2008	\$ 135.74	\$ 67.87	\$ 67.87
Property I.D. No.: P51382				
360730-1-001-0002	2008	\$ 115.62	\$ 57.81	\$ 57.81
Property I.D. No.: P51387				
360801-1-002-0005	2008	\$ 495.38	\$247.69	\$ 247.69
Property I.D. No.: P51416				
360802-1-001-0005	2008	\$ 684.44	\$342.22	\$ 342.22
Property I.D. No.: P51419				
360803-1-001-0004	2008	\$ 540.36	\$270.18	\$ 270.18
Property I.D. No.: P51421				
360804-3-001-0009	2008	\$ 64.22	\$ 32.11	\$ 32.11
Property I.D. No.: P51427				
360809-1-001-0008	2008	\$ 331.86	\$165.93	\$ 165.93
Property I.D. No.: P51440				
360810-1-001-0005	2008	\$ 41.76	\$ 41.76	\$ 00
Property I.D. No.: P51443				
360810-2-002-0002	2008	\$ 111.12	\$ 55.56	\$ 55.56
Property I.D. No.: P51445				
360811-1-001-0004	2008	\$ 641.22	\$320.61	\$ 320.61
Property I.D. No.: P51446				
360812-2-002-0000	2008	\$ 286.70	\$143.35	\$ 143.35
Property I.D. No.: P51464				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
360813-2-002-0009	2008	\$ 42.58	\$ 42.58	\$ 00
Property I.D. No.: P51483				
360814-1-001-0001	2008	\$ 116.46	\$ 58.23	\$ 58.23
Property I.D. No.: P51495				
360815-1-001-0000	2008	\$ 205.86	\$102.93	\$ 102.93
Property I.D. No.: P51504				
360816-1-001-0009	2008	\$ 354.13	\$177.07	\$ 177.06
Property I.D. No.: P51512				
360817-1-001-0008	2008	\$ 333.68	\$166.84	\$ 166.84
Property I.D. No.: P51515				
360817-1-003-0006	2008	\$ 65.87	\$ 32.94	\$ 32.93
Property I.D. No.: P51517				
360818-1-001-0007	2008	\$ 455.92	\$227.96	\$ 227.96
Property I.D. No.: P51526				
360819-1-001-0006	2008	\$ 426.66	\$213.33	\$ 213.33
Property I.D. No.: P51540				
360820-1-001-0003	2008	\$ 449.04	\$224.52	\$ 224.52
Property I.D. No.: P51545				
360820-1-002-0002	2008	\$ 103.01	\$ 51.51	\$ 51.50
Property I.D. No.: P51546				
360821-1-002-0001	2008	\$ 685.64	\$342.82	\$ 342.82
Property I.D. No.: P51554				
360822-2-001-0009	2008	\$ 216.44	\$108.22	\$ 108.22
Property I.D. No.: P51566				
360822-3-001-0007	2008	\$ 59.86	\$ 29.93	\$ 29.93
Property I.D. No.: P51568				
360827-1-001-0006	2008	\$ 613.54	\$306.77	\$ 306.77
Property I.D. No.: P51639				
360828-1-001-0005	2008	\$ 375.24	\$187.62	\$ 187.62
Property I.D. No.: P51643				
360829-1-001-0004	2008	\$ 99.60	\$ 49.80	\$ 49.80
Property I.D. No.: P51650				
360830-1-001-0001	2008	\$ 633.70	\$316.85	\$ 316.85
Property I.D. No.: P51652				
360831-1-001-0000	2008	\$ 942.57	\$471.29	\$ 471.28
Property I.D. No.: P51653				
360832-1-003-0007	2008	\$ 504.69	\$252.35	\$ 252.34
Property I.D. No.: P51657				
360833-1-001-0008	2008	\$ 171.49	\$ 85.75	\$ 85.74
Property I.D. No.: P51661				
360833-3-003-0002	2008	\$ 97.52	\$ 48.76	\$ 48.76
Property I.D. No.: P51669				
360834-1-001-0007	2008	\$ 54.92	\$ 27.46	\$ 27.46
Property I.D. No.: P51673				



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Skagit County Auditor

EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360834-2-003-0003	2008	\$ 326.84	\$163.42	\$ 163.42
Property I.D. No.: P51679				
360835-2-002-0003	2008	\$ 50.81	\$ 25.41	\$ 25.40
Property I.D. No.: P51690				
360616-3-001-0007	2008	\$ 116.92	\$ 58.46	\$ 58.46
Property I.D. No.: P51273				
360617-2-001-0008	2008	\$ 507.87	\$253.94	\$ 253.93
Property I.D. No.: P51278				
360618-1-002-0008	2008	\$ 838.96	\$419.48	\$ 419.48
Property I.D. No.: P51280				
360619-1-001-0008	2008	\$ 1,149.69	\$574.85	\$ 574.84
Property I.D. No.: P51281				
360620-1-002-0004	2008	\$ 861.35	\$430.68	\$ 430.67
Property I.D. No.: P51283				
360621-3-002-0009	2008	\$ 329.05	\$164.53	\$ 164.52
Property I.D. No.: P51291				
360621-4-004-0005	2008	\$ 61.48	\$ 30.74	\$ 30.74
Property I.D. No.: P51294				
360713-2-001-0001	2008	\$ 157.38	\$ 78.69	\$ 78.69
Property I.D. No.: P51346				
3947-000-003-0106	2008	\$ 237.28	\$118.64	\$ 118.64
Property I.D. No.: P67261				
3947-000-016-0101	2008	\$ 1,066.22	\$533.11	\$ 533.11
Property I.D. No.: P67297				
330922-1-001-0003	2008	\$ 468.22	\$234.11	\$ 234.11
Property I.D. No.: P18584				
330923-3-001-0008	2008	\$ 52.05	\$ 26.03	\$ 26.02
Property I.D. No.: P18585				
330924-3-001-0007	2008	\$ 95.31	\$ 47.66	\$ 47.65
Property I.D. No.: P18591				
330926-2-001-0007	2008	\$ 52.05	\$ 26.03	\$ 26.02
Property I.D. No.: P18595				
330927-1-001-0008	2008	\$ 930.46	\$465.23	\$ 465.23
Property I.D. No.: P18596				
331003-0-001-0005	2008	\$ 232.42	\$116.21	\$ 116.21
Property I.D. No.: P18604				
331004-0-001-0004	2008	\$ 232.17	\$116.09	\$ 116.09
Property I.D. No.: P18610				
340903-2-001-0003	2008	\$ 75.49	\$ 37.75	\$ 37.74
Property I.D. No.: P30869				
340903-4-002-0008	2008	\$ 77.96	\$ 38.98	\$ 38.98
Property I.D. No.: P30871				
340908-1-001-0000	2008	\$ 631.64	\$315.82	\$ 315.82
Property I.D. No.: P30877				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
340910-1-002-0005	2008	\$ 73.85	\$ 36.93	\$ 36.92
Property I.D. No.: P30883				
340917-3-001-0005	2008	\$ 295.77	\$147.89	\$ 147.88
Property I.D. No.: P30976				
340924-4-001-0004	2008	\$ 68.91	\$ 34.46	\$ 34.45
Property I.D. No.: P30983				
340925-1-001-0009	2008	\$ 253.02	\$126.51	\$ 126.51
Property I.D. No.: P30985				
340935-2-001-0005	2008	\$ 566.78	\$283.39	\$ 283.39
Property I.D. No.: P30994				
350608-1-002-0100	2008	\$ 21.32	\$ 21.32	\$ 0.00
Property I.D. No.: P101636				
350612-2-004-0001	2008	\$ 280.64	\$140.32	\$ 140.32
Property I.D. No.: P41087				
350613-0-010-0014	2008	\$ 36.91	\$ 36.91	\$ 0.00
Property I.D. No.: P41109				
350713-3-003-0008	2008	\$ 45.07	\$ 45.07	\$ 0.00
Property I.D. No.: P42583				
350719-1-002-0015	2008	\$ 671.58	\$335.79	\$ 335.79
Property I.D. No.: P43031				
350720-1-002-0012	2008	\$ 580.81	\$290.41	\$ 290.40
Property I.D. No.: P43058				
350721-0-010-0013	2008	\$ 49.17	\$ 49.17	\$ 0.00
Property I.D. No.: P43091				
350730-0-001-0013	2008	\$ 194.81	\$ 97.41	\$ 97.40
Property I.D. No.: P43287				
350804-0-006-0027	2008	\$ 130.52	\$ 65.26	\$ 65.26
Property I.D. No.: P43381				
350919-4-003-0008	2008	\$ 33.53	\$ 33.53	\$ 0.00
Property I.D. No.: P44526				
350929-1-001-0004	2008	\$ 54.92	\$ 27.46	\$ 27.46
Property I.D. No.: P44889				
350933-0-010-0009	2008	\$ 55.45	\$ 27.73	\$ 27.72
Property I.D. No.: P44939				
351013-0-014-0006	2008	\$ 133.97	\$ 66.99	\$ 66.98
Property I.D. No.: P45210				
351024-1-001-0006	2008	\$ 328.51	\$164.26	\$ 164.25
Property I.D. No.: P45541				
351111-0-008-0005	2008	\$ 37.65	\$ 37.65	\$ 0.00
Property I.D. No.: P46027				
351111-3-001-0006	2008	\$ 123.75	\$ 61.88	\$ 61.87
Property I.D. No.: P46033				
351114-0-002-0008	2008	\$ 33.53	\$ 33.53	\$ 0.00
Property I.D. No.: P46049				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
351114-1-001-0007	2008	\$ 371.54	\$185.77	\$ 185.77
Property I.D. No.: P46061				
351115-0-001-0008	2008	\$ 31.06	\$ 31.06	\$ 0.00
Property I.D. No.: P46071				
351115-1-001-0006	2008	\$ 171.26	\$ 85.63	\$ 85.63
Property I.D. No.: P46083				
351115-3-001-0002	2008	\$ 166.12	\$ 83.06	\$ 83.06
Property I.D. No.: P46085				
351116-4-001-0009	2008	\$ 91.36	\$ 45.68	\$ 45.68
Property I.D. No.: P46095				
351117-3-001-0000	2008	\$ 279.01	\$139.51	\$ 139.50
Property I.D. No.: P46134				
351118-0-019-0005	2008	\$ 125.77	\$ 62.89	\$ 62.88
Property I.D. No.: P46164				
351118-4-006-0002	2008	\$ 90.55	\$ 45.28	\$ 45.27
Property I.D. No.: P46194				
351119-1-001-0002	2008	\$ 762.79	\$381.40	\$ 381.39
Property I.D. No.: P46200				
351120-1-001-0009	2008	\$ 133.45	\$ 66.73	\$ 66.72
Property I.D. No.: P46208				
351120-3-003-0003	2008	\$ 33.53	\$ 33.53	\$ 0.00
Property I.D. No.: P46214				
351120-4-001-0003	2008	\$ 46.12	\$ 46.12	\$ 0.00
Property I.D. No.: P46215				
351121-1-001-0008	2008	\$ 393.15	\$196.58	\$ 196.57
Property I.D. No.: P46217				
351121-3-004-0001	2008	\$ 55.23	\$ 27.62	\$ 27.61
Property I.D. No.: P46225				
351122-1-001-0007	2008	\$ 259.57	\$129.79	\$ 129.78
Property I.D. No.: P46229				
351122-3-002-0002	2008	\$ 38.72	\$ 38.72	\$ 0.00
Property I.D. No.: P46235				
351129-2-002-0007	2008	\$ 38.47	\$ 38.47	\$ 0.00
Property I.D. No.: P46269				
351130-0-001-0009	2008	\$ 70.10	\$ 35.05	\$ 35.05
Property I.D. No.: P46277				
351130-1-001-0007	2008	\$ 90.55	\$ 45.28	\$ 45.27
Property I.D. No.: P46281				
351132-1-001-0005	2008	\$ 173.24	\$ 86.62	\$ 86.62
Property I.D. No.: P46298				
351135-4-001-0006	2008	\$ 72.57	\$ 36.29	\$ 36.28
Property I.D. No.: P46320				
360519-4-002-0002	2008	\$ 71.73	\$ 35.87	\$ 35.86
Property I.D. No.: P51083				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360521-0-012-0004	2008	\$ 138.83	\$ 69.42	\$ 69.41
Property I.D. No.: P51089				
360535-1-001-0009	2008	\$ 311.79	\$155.90	\$ 155.89
Property I.D. No.: P51227				
360601-1-001-0008	2008	\$ 249.27	\$124.64	\$ 124.63
Property I.D. No.: P51230				
360602-1-001-0007	2008	\$ 551.77	\$275.89	\$ 275.88
Property I.D. No.: P51232				
360603-1-001-0006	2008	\$ 287.45	\$143.73	\$ 143.72
Property I.D. No.: P51233				
360603-2-001-0004	2008	\$ 238.28	\$119.14	\$ 119.14
Property I.D. No.: P51234				
360604-1-002-0004	2008	\$ 264.75	\$132.38	\$ 132.37
Property I.D. No.: P51236				
360609-1-001-0000	2008	\$ 242.15	\$121.08	\$ 121.07
Property I.D. No.: P51256				
360610-1-001-0007	2008	\$ 399.85	\$199.93	\$ 199.92
Property I.D. No.: P51258				
360611-1-001-0006	2008	\$ 287.02	\$143.51	\$ 143.51
Property I.D. No.: P51260				
360623-1-001-0101	2008	\$ 77.30	\$ 38.65	\$ 38.65
Property I.D. No.: P102377				
360706-1-001-0002	2008	\$ 338.09	\$169.05	\$ 169.04
Property I.D. No.: P51328				
360707-1-001-0001	2008	\$ 169.06	\$ 84.53	\$ 84.53
Property I.D. No.: P51329				
360716-3-001-0105	2008	\$ 49.99	\$ 49.99	\$ 0.00
Property I.D. No.: P102368				
360712-0-002-0005	2008	\$ 67.24	\$ 33.62	\$ 33.62
Property I.D. No.: P51339				
360712-0-006-0001	2008	\$ 38.47	\$ 38.47	\$ 0.00
Property I.D. No.: P51340				
360712-1-001-0004	2008	\$ 103.16	\$ 51.58	\$ 51.58
Property I.D. No.: P51341				
360713-1-001-0003	2008	\$ 81.75	\$ 40.88	\$ 40.87
Property I.D. No.: P51345				
360714-1-003-0000	2008	\$ 300.77	\$150.39	\$ 150.38
Property I.D. No.: P51351				
360717-3-001-0104	2008	\$ 23.03	\$ 23.03	\$ 0.00
Property I.D. No.: P102375				
360718-0-002-0108	2008	\$ 84.63	\$ 42.32	\$ 42.31
Property I.D. No.: P102374				
360803-3-002-0009	2008	\$ 107.83	\$ 53.92	\$ 53.91
Property I.D. No.: P51423				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
360804-4-001-0007	2008	\$ 161.43	\$ 80.72	\$ 80.71
Property I.D. No.: P51428				
360807-0-001-0002	2008	\$ 49.23	\$ 49.23	\$ 0.00
Property I.D. No.: P51432				
360807-1-001-0000	2008	\$ 133.45	\$ 66.73	\$ 66.72
Property I.D. No.: P51434				
360808-1-001-0009	2008	\$ 441.87	\$220.94	\$ 220.93
Property I.D. No.: P51439				
360809-1-002-0007	2008	\$ 450.57	\$225.29	\$ 225.28
Property I.D. No.: P51441				
360810-1-002-0004	2008	\$ 192.69	\$ 96.35	\$ 96.34
Property I.D. No.: P51444				
360812-0-001-0005	2008	\$ 34.19	\$ 34.19	\$ 0.00
Property I.D. No.: P51449				
360812-1-001-0003	2008	\$ 284.24	\$142.12	\$ 142.12
Property I.D. No.: P51461				
360813-1-002-0001	2008	\$ 81.43	\$ 40.72	\$ 40.71
Property I.D. No.: P51480				
360813-4-006-0001	2008	\$ 232.57	\$116.29	\$ 116.28
Property I.D. No.: P51490				
360814-4-002-0004	2008	\$ 92.44	\$ 46.22	\$ 46.22
Property I.D. No.: P51499				
360817-1-002-0007	2008	\$ 156.55	\$ 78.28	\$ 78.27
Property I.D. No.: P51516				
360818-1-004-0004	2008	\$ 70.81	\$ 35.41	\$ 35.40
Property I.D. No.: P51529				
360823-1-002-0009	2008	\$ 214.20	\$107.10	\$ 107.10
Property I.D. No.: P51583				
360824-1-001-0009	2008	\$ 354.45	\$177.23	\$ 177.22
Property I.D. No.: P51598				
360826-1-002-0006	2008	\$ 29.42	\$ 29.42	\$ 0.00
Property I.D. No.: P51632				
360826-2-001-0005	2008	\$ 310.42	\$155.21	\$ 155.21
Property I.D. No.: P51634				
360827-3-003-0000	2008	\$ 125.11	\$ 62.56	\$ 62.55
Property I.D. No.: P51641				
360834-1-002-0006	2008	\$ 164.66	\$ 82.33	\$ 82.33
Property I.D. No.: P51674				
360834-2-001-0203	2008	\$ 223.89	\$111.95	\$ 111.94
Property I.D. No.: P51677				
360835-4-001-0000	2008	\$ 56.57	\$ 28.29	\$ 28.28
Property I.D. No.: P51694				
360836-2-002-0002	2008	\$ 36.00	\$ 36.00	\$ 0.00
Property I.D. No.: P51699				



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EXHIBIT "T"

CONTINUED:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
360905-2-001-0009	2008	\$ 454.08	\$227.04	\$ 227.04
Property I.D. No.: P51704				
360906-0-001-0002	2008	\$ 619.96	\$309.98	\$ 309.98
Property I.D. No.: P51705				
360906-0-009-0004	2008	\$ 25.30	\$ 25.30	\$ 0.00
Property I.D. No.: P51708				
360907-1-001-0009	2008	\$ 624.28	\$312.14	\$ 312.14
Property I.D. No.: P51713				
360908-4-001-0002	2008	\$ 103.72	\$ 51.86	\$ 51.86
Property I.D. No.: P51717				
360909-1-001-0007	2008	\$ 484.13	\$242.07	\$ 242.06
Property I.D. No.: P51719				
360910-1-001-0100	2008	\$ 683.17	\$341.59	\$ 341.58
Property I.D. No.: P122478				
360917-1-001-0007	2008	\$ 685.94	\$342.97	\$ 342.97
Property I.D. No.: P51722				
360918-1-001-0006	2008	\$ 487.31	\$243.66	\$ 243.65
Property I.D. No.: P51726				
360919-1-001-0005	2008	\$ 449.57	\$224.79	\$ 224.78
Property I.D. No.: P51731				
360920-1-001-0002	2008	\$ 487.71	\$243.86	\$ 243.85
Property I.D. No.: P51734				
360929-1-001-0003	2008	\$ 521.62	\$260.81	\$ 260.81
Property I.D. No.: P51749				
360930-1-001-0000	2008	\$ 783.69	\$391.85	\$ 391.84
Property I.D. No.: P51751				
360931-2-001-0007	2008	\$ 463.36	\$231.68	\$ 231.68
Property I.D. No.: P51754				
360932-2-002-0005	2008	\$ 144.97	\$ 72.49	\$ 72.48
Property I.D. No.: P51756				



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