

When Recorded Return To:  
ClearVue Opportunity IV, LLC  
c/o ClearVue Capital  
19762 MacArthur Boulevard, #105  
Irvine, California 92612  
Attn: Dennis Regan



200812150123  
Skagit County Auditor

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### SPECIAL WARRANTY DEED

CHICAGO TITLE CO.

1C47044

The Grantor, **NATIONAL CITY BANK**, a national banking association ("**Grantor**"), for and in consideration of ten dollars (\$10.00) in hand paid, grants, bargains, sells, conveys and confirms to **CLEARVUE OPPORTUNITY IV, LLC**, a California limited liability company ("**Grantee**"), whose address is 19762 MacArthur Boulevard, #105, Irvine, California 92612, the following situated in the County of Skagit, State of Washington:

See Exhibit "A," attached hereto and incorporated herein by this reference (the "**Real Estate**"): *lot 167, Plat of Eglemont Tr 1B, Div No. 5*

Assessor's Tax parcel Number: 4883-000-167-0000

This conveyance is made, and the Real Estate is subject to (i) any homeowner or condominium declarations, covenants, restrictions or similar agreements affecting or encumbering the Real Estate; (ii) all matters of record; (iii) statutory liens for real estate taxes or assessments which are delinquent, payable or not yet due and payable; (iv) zoning ordinances and requirements affecting the Real Estate or its use adopted by any governmental body; (v) any matter that would be revealed by an accurate survey of the Real Estate; (vi) any applicable governmental regulation, including, without limitation, any governmental regulation regarding the maintenance or condition of the Real Estate; (vii) any outstanding utility charges; and (viii) matters created, suffered or permitted by or through the Grantee (collectively, the "**Permitted Exceptions**").

The Grantor for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and do hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor and not otherwise, it will forever warrant and defend the said described Real Estate.

Grantee's sole and exclusive remedy with respect to any Claim (as hereinafter defined) relating to the Real Estate which arises out of a breach of a representation or warranty, including, without limitation, the limited warranty covenants contained in this Deed, shall and hereby is limited to the right to receive, as its sole and exclusive remedy for such Claim, a refund from Grantor of the Allocated Value (as defined in that certain Agreement of Sale and Purchase between National City Bank and ClearVue Opportunity IV, LLC, dated November 17, 2008) of

the Real Estate in exchange for a re-conveyance of the Real Estate to the Grantor or its designated affiliate (a "**Put**"). Grantee shall be permitted to elect a Put for the Real Estate only if the amount of the Claim for the Real Estate exceeds the greater of (i) \$10,000 or (ii) twenty percent (20%) of the Allocated Value of the Real Estate. All representations and warranties made by Grantor hereunder, and Grantee's right to elect a Put, will terminate on the date which is one hundred eighty (180) days after the date of this Deed. "**Claims**" means any and all suits, actions, proceedings, arbitrations, investigations, demands, claims or any other means for the recovery of, or compensation for, losses or other damages, liabilities, expenses or costs of whatever kind or nature, whether direct or indirect, known or unknown, contingent or otherwise that may arise on account of or in any way connected with the Real Estate or any portion thereof.

**[Remainder of page intentionally left blank]**



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In Witness Whereof, the Grantor has caused this Special Warranty Deed to be executed as of this 3<sup>rd</sup> day of Dec, 2008.

NATIONAL CITY BANK, a national banking association

By: *Greg Stergar*

Name: Greg Stergar

Title: Vice President

4030  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 15 2008

State of OHIO

County of CUYAHOGA } SS:

Amount Paid \$ 4722.00  
Skagit Co. Treasurer  
By *MM* Deputy

On this 3 day of December, 2008, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Greg Stergar, to me known to be the Vice President of National City Bank, the national banking association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said association, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Dated: 12-3-08

(Notarial Seal)

*Amy M Camarda*  
Print Name: Amy M. Camarda  
Notary Public in and for the State of Ohio  
Residing at Middleburg Hts, OH  
My appointment expires: 6-4-11



AMY M. CAMARDA  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Comm. Exp. 6/4/11



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**Exhibit "A"**  
**Legal Description**

Lot 167, PLAT OF EAGLEMONT PHASE 1B, DIVISION NO. 5, according to the plat thereof recorded January 10, 2006, under Auditor's File No. 200601100170, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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