

WHEN RECORDED RETURN TO:

FIDELITY NATIONAL TITLE – NTS DIV
ATTN: KELLI J VOS
60 E RIO SALADO PARKWAY #1110
TEMPE AZ 85281



201001260044
Skagit County Auditor

1/26/2010 Page 1 of 17 2:28PM

ESCROW NO. Z0907051KJV

Chicago Title Insurance Company

425 Commercial Street – Mount Vernon, Washington 98273

620007072

DOCUMENT TITLE(s)

COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN
LEASE AND LEASEHOLD INTEREST

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

UNRECORDED LEASE

☐ Additional numbers on page _____ of the document

GRANTOR(s):

1. EMERALD CITY PIZZA LLC

2.

3.

☐ Additional names on page _____ of the document

ACCOMMODATION RECORDING

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

GRANTEE(s):

1. WELLS FARGO BANK, N.A.

2.

3.

☐ Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

PTN. TRACT 9, PLAT OF MOUNT VERNON ACREAGE

☐ Complete legal description is on page 16 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P53847

☒ (sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in
RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part
of the text of the original document.

Signature

M. Derossett for Kelli Vos

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the
accuracy or completeness of the indexing information provided herein.

AFTER RECORDING MAIL TO:

Wells Fargo Bank, N.A.
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Administration

Re: Restaurant No. 22053 - 17110 Riverside Drive, Mt. Vernon, Washington 98273
SKAGIT COUNTY

Document Title: COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN
LEASE AND LEASEHOLD INTEREST

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

1. EMERALD CITY PIZZA LLC, a Washington limited liability company
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee (assignee): WELLS FARGO BANK, N.A., a national banking association,
as Administrative Agent

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

☐ Complete legal description is on pages 13-14 of document

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



**COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AND
LEASEHOLD INTEREST**

THIS COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE AND LEASEHOLD INTEREST (this "Assignment") is made as December 21, 2009 by and between EMERALD CITY PIZZA LLC, a Washington limited liability company, having an address at 1101 Summitview Drive, Yakima, Washington 98902 ("Assignor"), and WELLS FARGO BANK, N.A., a national banking association, having an address at 5938 Priestly Drive, Suite 200, Carlsbad, California 92008, as administrative agent (hereinafter, in such capacity, "Administrative Agent" or "Assignee") for itself and the other lending institutions (hereinafter, collectively, "Lenders") which are or may become parties to the Credit Agreement (as hereinafter defined).

RECITALS

A. Assignor has, together with Columbia Basin Pizza Hut, Inc., Basin Investment Group LLP and Las Vegas Pizza LLC (Assignor, together with such entities, hereinafter collectively referred to as "Borrower"), entered into that certain Credit Agreement dated as of December 21, 2009 with Administrative Agent and Assignee (said Credit Agreement, as it may hereafter be amended, modified, supplemented, extended, renewed or replaced from time to time, being the "Credit Agreement"). Except as otherwise provided in this Assignment, any capitalized terms used but not otherwise defined in this Assignment shall have the meanings set forth in the Credit Agreement.

B. Pursuant to the Credit Agreement, Borrower has agreed to borrow from Assignee and Assignee has agreed to lend to Borrower the aggregate principal amount of \$40,250,000 (the "Loan").

C. Pursuant to the terms of the Credit Agreement, Assignor has granted to Assignee certain liens, security interests and encumbrances in certain of its assets, as more fully described in the Credit Agreement and in certain other collateral documents referred to therein.

D. Assignor is party to that certain lease agreement more particularly described in Exhibit A annexed hereto and made a part hereof (together with any amendments, modifications, extensions, renewals or guarantees thereof, or any substitutions or replacements therefore, the "Lease") covering the real property and improvements thereon more particularly described in Exhibit B annexed hereto and made a part hereof (the "Demised Premises").

E. As a condition precedent to making the Loan, Assignee has required, as security for the performance of Borrower's obligations under the Loan Documents, that Assignor execute and deliver to Assignee a collateral assignment of Assignor's right, title and interest, as lessee, in the Lease.



NOW, THEREFORE, with reference to the foregoing Recitals, all of which are incorporated herein by this reference, and in order to induce Assignee to continue to make Advances under the Credit Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment; Security Interest. As additional security for Borrower's obligations under the Loan Documents and all other obligations of Borrower to Assignee, Assignor hereby assigns, conveys and transfers to Assignee (with the right to reassign), and grants to Assignee a first priority security interest in (subject to Permitted Liens), all of Assignor's right, title, interest, privileges, benefits and remedies in, to and under the Lease and its leasehold interest therein, including, without limitation, any cash or securities deposited thereunder to secure performance of its obligations under the Lease, whether such cash or securities are to be held until the expiration of the term of the Lease or applied to one or more of the installments of rent coming due, and all payments and benefits arising from and under the Lease.

2. Retained Rights of Assignor. Assignor shall retain the right of possession of the Demised Premises in accordance with the terms and conditions in the Lease until the occurrence of an Event of Default.

3. Assignee's Rights and Remedies. Upon the occurrence of an Event of Default, Assignee shall have the following rights and remedies, in addition to those existing at law, in equity or under any of the other Loan Documents:

A. Cure any breach by Assignor under the Lease and exercise any or all of the rights and remedies granted to Assignor under the Lease;

B. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of Assignee's security, enter upon and take possession of the Demised Premises, or any part thereof, and do any acts which Assignee deems necessary or desirable to preserve the value or marketability of the Lease, or to increase the income therefrom or to protect the security hereof;

C. Bring an action in any court of competent jurisdiction to foreclose this Assignment or to enforce any of the covenants hereof;

D. Exercise any or all of the remedies available to a secured party under the Uniform Commercial Code; and

E. Whether or not Assignee has exercised its right to take possession of the Demised Premises, make this Assignment absolute, and thereby to become lessee under the Lease. Upon the exercise by Assignee of the option to make this assignment absolute, Assignee may, at its option, reassign, by public or private sale, all its rights herein to the Lease and possession of the Demised Premises. If Assignee exercises its right to reassign through public sale, such sale shall be conducted according to the applicable Uniform



Commercial Code. If reassignment is made through a private sale, it shall likewise be conducted according to the Uniform Commercial Code. In any reassignment, the new tenant shall be bound by all terms of the reassigned Lease. Upon the exercise of this option to make this Assignment absolute, Assignor shall have no further interest in or claim to possession of the Demised Premises, and shall have no further right or interest in the Lease.

Notwithstanding the foregoing, in the event Assignee exercises its rights under this Section 3, Assignor shall remain obligated in all respects under the Lease, including, without limitation, for any and all damages (including attorneys' fees and disbursements) sustained by the landlord under the Lease (the "Landlord"). Assignee does not hereby assume any of Assignor's obligations or duties concerning the Lease (including, but not limited to, until such time as Assignee has assumed the Lease and become the tenant under the Lease [the "Lease Transfer Date"], the payment of rent thereunder). Assignee shall not be liable for rent under the Lease until the Lease Transfer Date, and Assignor shall remain liable for such rent until such time. Assignor shall be liable to Assignee for (i) all payments made by Assignee for rent prior to the Lease Transfer Date and (ii) all other Lease obligations incurred by Assignor or Assignee, or which have accrued, prior to the Lease Transfer Date. Such sums shall be secured hereby and shall bear and accrue interest at the Default Rate. The parties acknowledge that such payments may include the costs and expenses of foreclosure.

4. Power of Attorney. Assignor does hereby irrevocably appoint Assignee as Assignor's true and lawful attorney, with full power (in the name of Assignor or otherwise) to ask, require, demand, receive and give acquittance for every payment under or arising out of the Lease to which Assignor is or may become entitled, including, without limitation, any damage resulting from any rejection of any Lease by Landlord under such Lease in any bankruptcy proceeding involving such Landlord, to enforce compliance by any other party with any term or provision of the Lease, to endorse each and every check or other instrument or order in connection therewith, and to file any claim, take any action, or institute any proceeding which Assignee may deem to be necessary or advisable. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereinafter, without notice to Assignor. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to Assignee hereunder or to perform or carry out any of the obligations of Assignor under the Lease and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Lease.

5. Protection of Assignee's Security. To protect the security afforded by this Assignment, Assignor agrees that without the prior written consent of Assignee, Assignor shall not elect to treat the Lease as terminated under 11 U.S.C. §365(h)(1) in any bankruptcy proceeding, and shall not set off against the rent due under such Lease, pursuant to 11 U.S.C. §365(h)(2), the amount of any damages caused by the nonperformance of Landlord under the Lease following the rejection of the Lease by Landlord. Assignor may commence or compromise any action, suit, proceeding or case, or file any application or make any motion affecting the Lease in any bankruptcy proceeding without the prior written consent of Assignee, provided any such action does not materially impair the value of Assignee's security hereunder.

6. Representations, Warranties and Covenants of Assignor. Assignor hereby certifies, represents, warrants and covenants to Assignee as follows:

(a) Assignor is the sole owner of the entire lessee's interest in the Lease, and has not executed and shall not execute any other assignment of the Lease and has not conveyed and will not convey to another or encumber any interest it has under the Lease or in the Demised Premises and has not and shall not perform any acts or execute any other instruments that might prevent Assignee from fully exercising its rights under any of the terms, provisions, covenants and conditions of this Assignment, except for Permitted Liens;

(b) The Lease is in full force and effect;

(c) Assignor has full title and right, under the Lease, to assign its interest in the Lease to Assignee pursuant to this Assignment;

(d) The Lease is valid and enforceable in accordance with its terms and has not been further altered, modified, amended or terminated and none of the terms and conditions thereof has been waived in any manner whatsoever except in each case as disclosed in writing to Assignee;

(e) No consent or approval of any person is required for the execution and delivery of this Assignment which has not been obtained;

(f) Assignor has delivered to Assignee a true and complete copy of the Lease, together with all amendments and modifications thereto;

(g) Except for this Assignment, no other assignment of all or any part of any interest of Assignor in and to the Lease has been made which remains in effect;

(h) There exists no monetary default under the Lease, nor, to the best knowledge of Assignor, any non-monetary default or any event or condition which, with notice or the passage of time or both, would constitute such a monetary or non-monetary default or would result in a breach of the Lease or would give any party thereto the right to terminate the Lease;

(i) No offsets, credits or defenses to the payment or performance of any obligation under the Lease exist;

(j) Assignor shall not assign, transfer or hypothecate (other than to Assignee) the whole or any part of its interest under the Lease;

(k) Assignee may enter the Demised Premises to inspect the Demised Premises at all reasonable times;



(l) Assignor shall obtain the prior written consent of Assignee before entering into any agreement that amends, alters, modifies or terminates the Lease;

(m) Assignor agrees to notify Assignee promptly, verbally and in writing, upon the occurrence of any default by Assignor under the Lease; and

(n) Assignor agrees to perform and comply in all respects with all the terms, conditions, covenants and requirements by it to be performed or observed in this Assignment, the Lease and the Loan Documents.

7. Performance by Assignor. Assignor shall at all times diligently enforce its rights in, under and to the Lease, and shall, at Assignor's sole cost and expense, appear in and defend Assignee in any action or proceeding in any way connected with the Lease, and shall pay all reasonable costs and expenses, including, without limitation, attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntarily or otherwise, in any such action or proceeding in any way connected with the Lease. Assignor agrees to defend and protect Assignee's security interests in the Demised Premises against Landlord or any other person or party asserting against the Demised Premises any statutory, consensual or other lien.

8. Indemnification by Assignor. Assignor hereby agrees to pay and protect, defend, and indemnify and hold Assignee harmless from, for and against any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) to which Assignee may become exposed, or which Assignee may incur, in connection with the Lease or in exercising its rights under this Assignment.

9. Limitation on Liability. This Assignment is executed only as security for the Loan and, therefore, the execution and delivery of this Assignment shall not subject Assignee to, or transfer or pass to Assignee or in any way affect or modify, the liability of Assignor under the Lease, it being understood and agreed that, notwithstanding this Assignment or any subsequent assignment, all of the obligations of Assignor to each and every other party under the Lease shall be and remain enforceable by such other party, its successors and assigns, against, but only against, Assignor or persons other than Assignee and its successors and assigns. Nothing in this Assignment shall be deemed to be or construed to be an agreement by Assignee to perform any covenant of Assignor under or in connection with the Lease.

10. Mortgagee-in-Possession. Nothing contained herein shall be construed as constituting Assignee a "mortgagee-in-possession" in the absence of the taking of actual possession of the Demised Premises by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the Assignor.

11. Recording. Assignor does hereby authorize Assignee to record or file this Assignment and such financing statements, assignments for security and other documents in such offices as may be necessary or as Assignee may require to perfect the lien on and security interests granted by this Assignment.



12. Waiver. No course of dealing on the part of Assignee and no delay or failure by Assignee to exercise any right which Assignee may have hereunder shall be deemed a waiver thereof or otherwise prejudice any of its respective rights, remedies or powers hereunder, and the waiver by Assignee of a default by Assignor hereunder shall not constitute a continuing waiver of any other default or of the same default on any other occasion.

13. Cumulative Remedies. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee may have under the Credit Agreement or the other Loan Documents, at law, or otherwise.

14. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provisions of this Assignment or of the other Loan Documents.

15. Amendment. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of the waiver, amendment, change, modification or discharge is sought.

16. Successors and Assigns. This Assignment shall be binding upon Assignee and Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.

17. Termination. The agreements contained herein shall continue in full force and effect until all of Assignor's obligations and liabilities to Assignee are paid and satisfied in full and all financing arrangements between Assignee and Assignor have been terminated. No termination or cancellation (regardless of cause or procedure) of this Assignment shall in any way affect or impair the powers, obligations, duties, rights and liabilities of Assignor or Assignee in any way or respect relating to (i) any transaction or event occurring prior to such termination or cancellation and/or (ii) any of the undertakings, agreements, covenants, warranties and representations of Assignor contained in this Assignment. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation.

18. Further Assurances. Assignor shall, from time to time, do and perform any other act or acts and shall execute, acknowledge, deliver and file, register, record (and shall re-file, re-register and re-record whenever required) any further instruments, including any extensions and renewals thereof, required by law or requested by Assignee in order to confirm, or further assure, the interests of Assignee hereunder.

19. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of law, except to the extent that matters of title or creation, perfection or priority of the security interests created hereby or procedural issues of foreclosure or enforcement of remedies are required to be governed by the laws of the jurisdiction where the Demised Premises is located.



20. Notices. Assignor shall cause a copy of every notice or communication received with respect to the Lease, including, without limitation, notices or communication relating to any default, event of default, breach or other violation on the part of Assignor under the Lease, to be delivered to Assignee in the manner and at the place provided for in the Credit Agreement for the giving of notices thereunder, or at such other address or in such other manner as Assignee shall designate. Assignor shall promptly notify Assignee upon receiving notice of the filing of any bankruptcy petition by or against, or the institution of any insolvency or reorganization proceeding involving, the Landlord under the Lease. Without limiting the generality of the foregoing, Assignor shall keep Assignee informed of any notices, summonses, pleadings, applications and other documents received by Assignor in connection with any such proceeding.

21. Administrative Agent. To the extent that any action is to be taken, any information is to be delivered to or by Assignee, any determination is to be made, or any consent is to be given or withheld by Assignee, any such action, delivery, determination or consent shall be taken, made or given or withheld, as the case may be, by Administrative Agent or any successor agent thereto.

22. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but also such counterparts shall together constitute one and the same instrument.

[balance of page intentionally left blank]



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first hereinabove set forth.

ASSIGNOR:

EMERALD CITY PIZZA LLC,
a Washington limited liability company

By:

Jerome A. Miller
Jerome A. Miller
Manager

By:

Terry Hopkins
Terry Hopkins
Manager

ASSIGNEE:

WELLS FARGO BANK, N.A.,
a national banking association

By:

Name:
Title:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 23 2010

Amount Paid \$
Skagit Co. Treasurer
Deputy
mm



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first hereinabove set forth.

ASSIGNOR:

EMERALD CITY PIZZA LLC,
a Washington limited liability company

By: _____
Jerome A. Miller
Manager

By: _____
Terry Hopkins
Manager

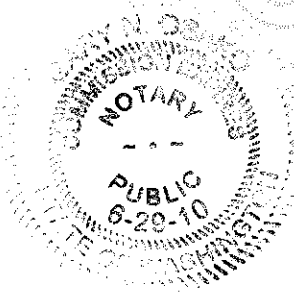
ASSIGNEE:

WELLS FARGO BANK, N.A.,
a national banking association

By: Maureen S. Malphus
Name: _____
Title: Maureen S. Malphus
Vice President



ASSIGNOR ACKNOWLEDGMENT

<p>State of <u>Washington</u> County of <u>King</u> On <u>12/16/09</u> before me, <u>Gay N. Ozeko</u>, Notary Date Name, Title of Officer-e.g. "Jane Doe, Notary" personally appeared <u>Jerome A. Miller</u></p> <p><input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p> Witness my hand and official seal. <u>[Signature]</u> SIGNATURE OF NOTARY</p>		<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER(S)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input checked="" type="checkbox"/> OTHER: <u>Manager</u></p> <p>SIGNER IS REPRESENTING: <u>Emerald City Pizza LLC</u></p>
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.</p> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:</p> <p>Title or Type of Document _____ Number of Pages _____ Date of Document _____ Signer(s) Other Than Named Above: _____</p>		



State of Washington

County of King

On 12/16/09 before me,

Date

Gary N. Ozko, Notary
Name, Title of Officer-e.g. "Jane Doe, Notary"

personally appeared Terry Hopkins



personally known to me

-OR-



proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

[Signature]
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER



INDIVIDUAL



CORPORATE OFFICER(S)



PARTNER(S)



ATTORNEY-IN-FACT



TRUSTEE(S)



SUBSCRIBING WITNESS



GUARDIAN/ CONSERVATOR



OTHER:

Manager

SIGNER IS REPRESENTING:
Emerald City Pizza LLC

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.

THIS CERTIFICATE MUST
BE ATTACHED TO THE
DOCUMENT AT THE RIGHT:

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above: _____



ASSIGNEE ACKNOWLEDGMENT


STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

§
§
§

On December 21, 2009, before me, Carla Lee Ward, Notary Public, personally appeared Maureen S. Malphus 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

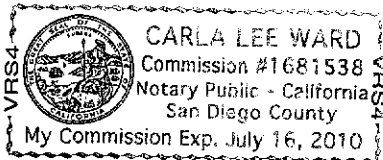
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

(SEAL)



201001260044
Skagit County Auditor

EXHIBIT A

Lease Description

1. Lease Agreement between NWCC Investments Inc. and Emerald City Pizza LLC dated May 20th 2004
2. Letter dated April 17th 2009 from Mr. Jerry Miller to Mr. Mark McDonald with NWCC Investments Inc. regarding options to extend thru September 30th 2010



EXHIBIT B

Property Description

PARCEL A:

The West 168 feet of Tract 9, PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASHINGTON, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, and the North 29.5 feet of the East 100 feet of the West 268 feet of said Tract 9, Plat of Mount Vernon Acreage.

EXCEPT that portion acquired by the City of Mount Vernon in Skagit County Superior Court Cause No. 08-2-00769-6 and lying Westerly of the following described line:

Commencing at the Southwest corner of the Northwest Quarter (West Quarter corner) of Section 17, Township 34 North, Range 4 East of the Willamette Meridian;
Thence South 87°37'00" East along the South line of said Northwest Quarter for a distance of 275.04 feet:

Thence North 0°40'15" West for a distance of 30.00 feet, more or less, to the Southeast corner of Tract B Short Plat No. MV-26-76, approved September 10, 1976 and recorded September 23, 1976, in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161, records of Skagit County, Washington;

Thence continue North 0°40'15" West along the East line of said Short Plat No. MV-26-76 for a distance of 10.00 feet, more or less, to the North line of the South 40.00 feet of said Northwest Quarter and being the true point of beginning of said line description:

Thence North 74°32'14" West for a distance of 29.71 feet;

Thence North 88°30'23" West for a distance of 158.19 feet;

Thence North 44°36'10" West for a distance of 47.07 feet;

Thence North 2°57'41" West for a distance of 75.83 feet;

Thence North 2°57'41" West for a distance of 92.27 feet;

Thence North 0°40'15" West for a distance of 37.19 feet;

Thence North 89°19'45" East for a distance of 2.00 feet;

Thence North 0°40'15" West for a distance of 17.65 feet;

Thence North 2°51'58" West for a distance of 241.29 feet;

Thence North 89°19'45" East for a distance of 2.00 feet;

Thence North 2°51'58" West for a distance of 129.48 feet, more or less, to the North line of Tract 6, PLAT OF MOUNT VERNON ACREAGE, Skagit County, Washington, according to the plat thereof recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, at a point bearing North 89°19'45" East a distance of 8.80 feet from the Northwest corner of said Tract 6 and being the terminus of said line description.



ALSO EXCEPT therefrom that portion condemned to the City of Mount Vernon for road purposes under Skagit County Superior Court Case # 08-2-00769-6 and recorded under Auditor's File No. 200810210080, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL B:

A non-exclusive easement for ingress and egress over and across the North 30 feet of the West 168 feet and across the East 30 feet of the West 168 feet of Tract 8, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington as described in instrument recorded April 1, 1977, under Auditor's File No. 853753, records of Skagit County, Washington.

Situated in Skagit County, Washington.

PARCEL C:

A non-exclusive easement for vehicular and pedestrian ingress, egress, parking and access over and upon the drive aisle portions of Tracts B and C, City of Mount Vernon Short Plat No. MV-26-76, approved September 10, 1976, recorded September 23, 1976 in Volume 1 of Short Plats, page 175, under Auditor's File No. 843161, records of Skagit County, Washington and being a portion of Tracts 9 and 10, Plat of Mount Vernon Acreage, Skagit County, Washington, according to the plat thereof, recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington, as disclosed by instrument recorded September 22, 2004, under Auditor's File No. 200409220116, records of Skagit County, Washington.

Situated in Skagit County, Washington

Store # 22053
17110 Riverside Drive
Mt. Vernon, WA

