



201307290191

Skagit County Auditor \$79.00
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WHEN RECORDED RETURN TO

Name SCHACHT & HICKS INC PS

Address PO BOX 1165

City, State, Zip MOUNT VERNON WA 98273



Land Title Company

FILED FOR RECORD AT REQUEST OF

Deed of Trust

(For Use in the State of Washington Only)

THIS DEED OF TRUST, made this May, 2013, between FANCYWOOD INTERNATIONAL, LLC, a Washington LLC, GRANTOR, whose address is 4800 Eaglemont Drive, Mount Vernon, WA 98274

LAND TITLE COMPANY OF SKAGIT COUNTY, a corporation, TRUSTEE, whose address is P.O. Box 445, Burlington, Washington, and P. S. LEE

BENEFICIARY, whose address is 1618 Unison Place, Mount Vernon WA 98274

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

That real property described on EXHIBIT "A" attached hereto and by reference made a part hereof.

Tax Parcel P104336

EAGLEMONT PHASE 1A LOT 67

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of grantor herein contained, and payment of the sum of Two Hundred Thousand Dollars

Dollars (\$200,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

- 1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
- 2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- 4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

FANCYWOOD INTERNATIONAL, LLC

By *Vichai Tanpatanarat*
VICHAI TANPATANARAT,
Managing Member

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day personally appeared before me

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that..... signed the same as..... free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal thisday of

Notary Public in and for the State of Washington,
residing at
My appointment expires:

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

On this.....day of May, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared VICHAI TANPATANARAT and

..... member
to me known to be the managing / executive / secretary, respectively of FANCYWOOD INTERNATIONAL, LLC, a corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is..... authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington,
residing at
My appointment expires:

REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when note has been paid.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated



EAGLEMONT PHASE 1A, LOT 67, ACRES 216.76, TOGETHER WITH THAT PORTION OF SAID SECTION 27 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF TRACT 202 IN THE PLAT OF EAGLEMONT, PHASE 1A; THENCE SOUTH 85 DEGREES 36' 34" WEST, A DISTANCE OF 68.47 FEET ALONG THE NORTHEASTERLY LINE THEREOF; THENCE SOUTH 37 DEGREES 10' 42" EAST, A DISTANCE OF 59.04 FEET TO THE EASTERLY LINE OF SAID TRACT 202; THENCE NORTH 31 DEGREES 56' 07" EAST, ALONG THE EASTERLY LINE THEREOF, A DISTANCE OF 61.61 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 42 IN THE PLAT OF EAGLEMONT, PHASE 1A, RECORDED JANUARY 25, 1994, IN VOLUME 15 OF PLATS, PAGES 130 TO 146, UNDER AUDITOR'S FILE NO. 9401250031; THENCE THE FOLLOWING COURSES ALONG THE SOUTH LINE OF LOTS 40, 41 AND 42 OF SAID PLAT: NORTH 45 DEGREES 52' 41" EAST, 28.14 FEET; SOUTH 89 DEGREES 37' 13" EAST, 49.78 FEET; SOUTH 89 DEGREES 37' 13" EAST, 70.01 FEET; SOUTH 89 DEGREES 37' 13" EAST, 13.73 FEET; SOUTH 53 DEGREES 14' 14" EAST, 69.12 FEET TO THE SOUTHEAST CORNER OF SAID LOT 40; THENCE NORTH 72 DEGREES 38' 16" WEST, 72.86 FEET; THENCE NORTH 89 DEGREES 37' 13" WEST, 139.56 FEET TO THE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 21, OF THE PLAT OF EAGLEMONT, PHASE 1A, RECORDED JANUARY 25, 1994, IN VOLUME 15 OF PLATS, PAGES 130 TO 146, UNDER AUDITOR'S FILE NO. 94012520031, RECORDS OF SKAGIT COUNTY, AND THE TRUE POINT OF BEGINNING; THENCE NORTH 79 DEGREES 42' 12" WEST ALONG THE SOUTH LINE OF SAID LOT 21, A DISTANCE OF 75.04 FEET TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID LOT 21, SOUTH 38 DEGREES 52' 47" WEST, 16.30 FEET TO THE SOUTHWEST CORNER OF LOT 21; THENCE SOUTH 89 DEGREES 30' 23" EAST, A DISTANCE OF 84.07 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF SECTION 27 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF TRACT 202, IN SAID "PLAT OF EAGLEMONT PHASE 1A"; THENCE SOUTH 85 DEGREES 36' 34" WEST, ALONG THE NORTHEASTERLY LINE OF SAID TRACT 202, A DISTANCE OF 68.47 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION; THENCE CONTINUE SOUTH 85 DEGREES 36' 34" WEST, A DISTANCE OF 60.17 FEET; THENCE NORTH 40 DEGREES 26' 15" WEST, A DISTANCE OF 43.54 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID TRACT 202; THENCE SOUTH 84 DEGREES 00' 58" EAST, A DISTANCE OF 22.04 FEET; THENCE NORTH 52 DEGREES 23' 42" EAST, A DISTANCE OF 36.99 FEET; THENCE SOUTH 37 DEGREES 10' 42" EAST, A DISTANCE OF 61.26 FEET TO THE TRUE POINT OF BEGINNING OF THIS EXCEPTION. ALSO EXCEPT THAT PORTION OF LOT 67, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING

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UNMOUNTED

AT THE NORTHEASTERLY MOST CORNER OF TRACT "F", PLAT OF EAGLEMONT, PHASE 1B, DIVISION 1, AS RECORDED UNDER AUDITOR'S FILE NO. 200201160127; THENCE NORTH 82 DEGREES 41' 37" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT, 57.36 FEET TO THE INTERESECTION WITH THE LINE COMMON TO SAID LOT 67 AND LOT 68 OF SAID PLAT OF EAGLEMONT, PHASE 1A; THENCE NORTH 50 DEGREES 41' 02" EAST, ALONG SAID COMMON LINE, 61.47 FEET; THENCE NORTH 39 DEGREES 16' 38" EAST, ALONG SAID COMMON LINE, 339.08 FEET; THENCE SOUTH 80 DEGREES 34' 06" EAST, ALONG SAID COMMON LINE, 104.98 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE 51' 02" WEST, ALONG SAID COMMON LINE, 207.80 FEET; THENCE SOUTH 16 DEGREES 26' 38" EAST, ALONG SAID COMMON LINE, 49.31 FEET; THENCE SOUTH 70 DEGREES 36' 26" EAST, ALONG SAID COMMON LINE, 56.84 FEET; THENCE LEAVING SAID COMMON LINE, NORTH 16 DEGREES 38' 43" WEST, 188.11 FEET; THENCE NORTH 1 DEGREE 51' 02" EAST, 92.04 FEET TO A POINT WHICH LIES SOUTH 80 DEGREES 34' 06" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 80 DEGREES 34' 06" WEST, 10.09 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF LOT 67, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT WHERE SAID LOT 67 AND LOT 68 OF SAID PLAT MEET THE SOUTHWESTERLY MARGIN OF BEAVER POND DRIVE AS SHOWN ON SHEET 10 OF 17 OF SAID PLAT; THENCE ALONG THE LINE COMMON TO SAID LOTS 67 AND 68 THROUGH THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 16' 30" WEST, 163.76 FEET; THENCE NORTH 36 DEGREES 19' 42" WEST, 39.47 FEET; THENCE NORTH 63 DEGREES 41' 25" WEST, 77.50 FEET; THENCE SOUTH 49 DEGREES 34' 03" WEST, 29.21 FEET; THENCE SOUTH 4 DEGREES 32' 42" EAST, 27.88 FEET; THENCE SOUTH 61 DEGREES 56' 42" WEST, 64.30 FEET TO AN ANGLE POINT IN SAID COMMON LINE AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID COMMON LINE, SOUTH 61 DEGREES 56' 42" WEST, 23.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS POINT WHICH BEARS NORTH 55 DEGREES 26' 22" WEST, 75.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27 DEGREES 00' 51", AN ARC DISTANCE OF 35.36 FEET TO A POINT ON SAID COMMON LINE WHICH LIES NORTH 21 DEGREES 32' 52" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 32' 52" EAST, ALONG SAID COMMON LINE, 23.08 FEET TO THE TRUE POINT OF BEGINNING. ALSO EXCEPT THAT PORTION OF LOT 67, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT WHERE SAID LOT 67 AND LOT 68 OF SAID PLAT MEET THE SOUTHWESTERLY MARGIN OF BEAVER POND DRIVE AS SHOWN ON SHEET 10 OF 17 OF SAID PLAT; THENCE ALONG THE LINE COMMON TO SAID LOTS 67 AND 68 THROUGH THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 16' 30" WEST, 163.76 FEET; THENCE NORTH 36 DEGREES 19' 42" WEST, 39.47 FEET; THENCE NORTH 63 DEGREES 41' 25" WEST, 77.50 FEET; THENCE SOUTH 49 DEGREES 34' 03" WEST, 29.21 FEET;

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THENCE SOUTH 4 DEGREES 32' 42" EAST, 27.88 FEET; THENCE SOUTH 61 DEGREES 56' 42" WEST, 64.30 FEET TO AN ANGLE POINT IN SAID COMMON LINE; THENCE LEAVING SAID COMMON LINE, SOUTH 61 DEGREES 56' 42" WEST, 25.16 FEET TO AN ANGLE POINT IN SAID COMMON LINE; THENCE CONTINUING SOUTH 61 DEGREES 56' 42" WEST, ALONG SAID COMMON LINE, 114.57 FEET; THENCE NORTH 51 DEGREES 02' 26" EAST, 92.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36 DEGREES 48' 15", AN ARC DISTANCE OF 32.12 FEET TO A POINT ON SAID COMMON LINE AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 9 DEGREES 50' 57", AN ARC DISTANCE OF 8.59 FEET; THENCE NORTH 4 DEGREES 23' 14" EAST, 53.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 57' 27", AN ARC DISTANCE OF 40.07 FEET TO THE INTERSECTION OF SAID LOTS 67 AND 68 WITH THE SOUTH MARGIN OF SAID BEAVER POND DRIVE AND THE TERMINUS OF THIS LINE DESCRIPTION. ALSO TOGETHER WITH THAT PORTION OF LOT 68, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY MOST CORNER OF TRACT "F", PLAT OF EAGLEMONT, PHASE 1B, DIVISION 1, AS RECORDED UNDER AUDITOR'S FILE NO. 200201160127; THENCE NORTH 82 DEGREES 42' 37" WEST, ALONG THE NORTHERLY LINE OF SAID TRACT, 57.36 FEET TO THE INTERSECTION WITH THE LINE COMMON TO SAID LOT 68 AND LOT 67 OF SAID PLAT OF EAGLEMONT, PHASE 1A; THENCE NORTH 50 DEGREES 41' 02" EAST, ALONG SAID COMMON LINE, 61.47 FEET; THENCE NORTH 39 DEGREES 16' 38" EAST, ALONG SAID COMMON LINE, 339.08 FEET; THENCE SOUTH 80 DEGREES 34' 06" EAST, ALONG SAID COMMON LINE, 104.98 FEET; THENCE SOUTH 1 DEGREE 51' 02" WEST, ALONG SAID COMMON LINE, 207.80 FEET; THENCE SOUTH 16 DEGREES 26' 38" EAST, ALONG SAID COMMON LINE, 49.31 FEET; THENCE SOUTH 70 DEGREES 35' 26" EAST, ALONG SAID COMMON LINE, 56.84 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 70 DEGREES 35' 26" EAST, ALONG SAID COMMON LINE, 34.62 FEET TO THE NORTHERLY MARGIN OF BEAVER POND DRIVE AS SHOWN ON SAID PLAT OF EAGLEMONT, PHASE 1A; THENCE SOUTH 80 DEGREES 09' 05" WEST, ALONG SAID NORTHERLY MARGIN, 7.79 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET; THENCE WESTERLY, ALONG SAID MARGIN AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 04' 01", AN ARC DISTANCE OF 20.34 FEET; THENCE NORTH 16 DEGREES 38' 43" WEST, 17.59 FEET TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION OF LOT 68, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT WHERE SAID LOT 68 AND LOT 67 OF SAID PLAT MEET THE SOUTHWESTERLY MARGIN OF BEAVER POND DRIVE AS SHOWN ON SHEET

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10 OF 17 OF SAID PLAT; THENCE ALONG THE LINE COMMON TO SAID LOTS 67 AND 68 THROUGH THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 16' 30" WEST, 163.76 FEET; THENCE NORTH 36 DEGREES 19' 42" WEST, 39.47 FEET; THENCE NORTH 63 DEGREES 41' 25" WEST, 77.50 FEET; THENCE SOUTH 49 DEGREES 34' 03" WEST, 29.21 FEET; THENCE SOUTH 4 DEGREES 32' 42" EAST, 27.88 FEET; THENCE SOUTH 61 DEGREES 56' 42" WEST, 64.39 FEET TO AN ANGLE POINT IN SAID COMMON LINE; THENCE NORTH 21 DEGREES 32' 52" WEST, 23.08 FEET TO THE TRUE POINT OF BEGINNING AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS POINT WHICH BEARS NORTH 82 DEGREES 27' 13" WEST, 75.00 FEET; THENCE LEAVING SAID COMMON LINE, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3 DEGREES 09' 33", AN ARC DISTANCE OF 4.14 FEET; THENCE NORTH 4 DEGREES 23' 14" EAST, 53.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23 DEGREES 13' 31", AN ARC DISTANCE OF 50.67 FEET TO THE INTERSECTION OF SAID LOTS 67 AND 68 WITH THE SOUTH MARGIN OF SAID BEAVER POND DRIVE AND THE TERMINUS OF THIS LINE DESCRIPTION. ALSO TOGETHER WITH THAT PORTION OF LOT 68, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT WHERE SAID LOT 68 AND LOT 67 OF SAID PLAT MEET THE SOUTHWESTERLY MARGIN OF BEAVER POND DRIVE AS SHOWN ON SHEE 10 OF 17 OF SAID PLAT; THENCE ALONG THE LINE COMMON TO SAID LOTS 67 AND 68 THROUGH THE FOLLOWING COURSES AND DISTANCES: SOUTH 65 DEGREES 16' 30" WEST, 163.76 FEET; THENCE NORTH 36 DEGREES 19' 42" WEST, 39.47 FEET; THENCE NORTH 63 DEGREES 41' 25" WEST, 77.50 FEET; THENCE SOUTH 49 DEGREES 34' 03" WEST, 29.21 FEET; THENCE SOUTH 4 DEGREES 32' 42" EAST, 27.88 FEET; THENCE SOUTH 61 DEGREES 56' 42" WEST, 64.30 FEET TO AN ANGLE POINT IN SAID COMMON LINE; THENCE LEAVING SAID COMMON LINE, SOUTH 61 DEGREES 56' 42" WEST, 25.16 FEET TO AN ANGLE IN SAID COMMON LINE; AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 61 DEGREES 56' 42" WEST, ALONG SAID COMMON LINE, 114.57 FEET; THENCE NORTH 51 DEGREES 02' 26" EAST, 92.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36 DEGREES 48' 15", AN ARC DISTANCE OF 32.12 FEET TO A POINT ON SAID COMMON LINE AN THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS POINT WHICH BEARS NORTH 69 DEGREES 57' 04" EAST, 75 FEET; THENCE SOUTHEASTERLY, ALONG SAID COMMON LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1 DEGREE 29' 56", AN ARC DISTANCE OF 1.96 FEET TO A POINT ON SAID COMMON LINE WHICH LIES NORTH 21 DEGREES 32' 52" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 21 DEGREES 32' 52" EAST, ALONG SAID COMMON LINE, 31.21 FEET TO THE TRUE POINT OF BEGINNING. ALSO TOGETHER WITH THAT PORTION OF LOT 132, PLAT OF EAGLEMONT, PHASE 1B, DIVISION 3, AS RECORDED UNDER AUDITOR'S FILE NO. 200410250250, LYING SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT

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THE MOST EASTERLY CORNER OF SAID LOT 132; THENCE SOUTH 47 DEGREE 28' 52" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 132, 26.28 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHWESTERLY, FOLLOWING SAID SOUTHEASTERLY LINE OF SAID LOT 132 ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18 DEGREES 36' 39", AN ARC DISTANCE OF 27.61 FEET TO THE END OF SAID CURVE; THENCE SOUTH 28 DEGREES 52' 13" WEST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 132, 11.27 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE NORTH 64 DEGREES 49' 44" WEST, 109.16 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 132 AND THE END OF SAID DESCRIBED LINE, SAID POINT LYING NORTH 8 DEGREES 33' 11" EAST, 13.34 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 132. ALSO EXCEPT ANY PORTION OF NEW PLAT FOR 2007 #4883 EAGLEMONT PHASE 1B DIV 5 AND 6 RECORDED UNDER AF#200601100170. ALSO EXCEPT THAT PORTION OF LOT 67, PLAT OF EAGLEMONT, PHASE 1A, AS RECORDED UNDER AUDITOR'S FILE NO. 9401250031, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING IN SECTION 27, TOWNSHIP 34, RANGE 4 EAST, LYING SOUTHERLY, EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTHWEST CORNER OF TRACT Q, PLAT OF EAGLEMONT, PHASE 1B, DIVISION 4, AS RECORDED UNDER AUDITOR'S FILE NO. 200508080162, RECORDS OF SAID COUNTY AND STATE; THENCE NORTH 78 DEGREES 17' 14" WEST ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID TRACT Q, 80.00 FEET; THENCE SOUTH 11 DEGREES 42' 46" WEST, PARALLEL WITH THE WEST LINE OF SAID TRACT Q, 237.65 FEET TO THE NORTHERLY EDGE OF A WETLAND BUFFER AS SHOWN ON SHEET 5 OF 5 OF SAID PLAT OF EAGLEMONT, PHASE 1B, DIVISION 4; THENCE SOUTH 73 DEGREES 32' 43" EAST ALONG SAID NORTHERLY EDGE, 32.25 FEET TO AN ANGLE POINT THEREON; THENCE SOUTH 49 DEGREES 37' 47" EAST, CONTINUING ALONG SAID NORTHERLY EDGE, 34.60 FEET TO ITS INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT Q; THENCE NORTH 85 DEGREES 58' 54" EAST ALONG SAID WESTERLY EXTENSION, 17.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT Q AND THE END OF SAID DESCRIBED LINE.

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