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RETURN ADDRESS:

CHS Capital, LLC
5500 Cenex Drive
MS 140
Inver Grove Heights, MN
55077

CHICAGO TITLE
620022800

MORTGAGE

DATE: December 21, 2012

Reference # (if applicable): See attached Exhibit "A" pages 1-14

Grantor(s):

- 1. Skagit Farmers Supply

Grantee(s)

- 1. CHS Capital, LLC

Legal Description: See attached Exhibit "A", pages 1-14

Lot 2, SP # 37-88

Assessor's Tax Parcel ID#: (See Attached Exhibit "A") P23546

MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$15,000,000.00.

THIS MORTGAGE dated December 21, 2012, is made and executed between Skagit Farmers Supply, whose mailing address is Post Office Box 266, Burlington, WA 98233 (referred to below as "Grantor") and CHS Capital, LLC, whose mailing address is 5500 Cenex Drive, MS 140, Inver Grove Heights, MN 55077 (referred to below as "Lender").

UNRECORDED DOCUMENT

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GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Skagit and Inland County, State of Washington:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property tax identification number is (See Attached Exhibit "A").

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Mortgage. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the



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Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Mortgage or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed,



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within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then



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bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security



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agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

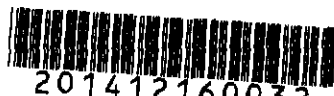
Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.



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Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided



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above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights



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Skagit County Auditor

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**MORTGAGE
(Continued)**

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against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Washington. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Minnesota without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Minnesota.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Dakota County, State of Minnesota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Skagit Farmers Supply and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Skagit Farmers Supply.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to



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**MORTGAGE
(Continued)**

Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means CHS Capital, LLC, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means All notes between Borrower and Lender. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SKAGIT FARMERS SUPPLY

By: *Ronald E. Muzzall*
Ronald E. Muzzall, President of Skagit Farmers Supply

By: *Steven M. Sakuma*
Steven M. Sakuma, Secretary of Skagit Farmers Supply



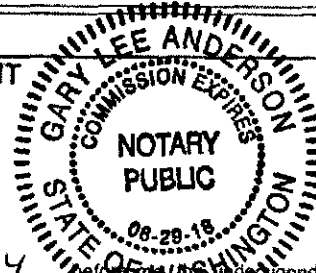
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CORPORATE ACKNOWLEDGMENT

STATE OF Washington

)
) SS
)

COUNTY OF Skagit



On this 25th day of November, 20 14, before me, the undersigned Notary Public, personally appeared Ronald E. Muzzall, President of Skagit Farmers Supply and Steven M. Sakuma, Secretary of Skagit Farmers Supply, and personally known to me or proved to me on the basis of satisfactory evidence to be authorized agents of the corporation that executed the Mortgage and acknowledged the Mortgage to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Mortgage and in fact executed the Mortgage on behalf of the corporation.

By Gary Lee Anderson
Notary Public in and for the State of Washington

Residing at Mount Vernon, WA
My commission expires June 29, 2018



EXHIBIT "A"

Order No.: 620022800

For APN/Parcel ID(s): 340405-0-009-0002 / P23546, 340405-0-009-0101 / P23547, 340405-0-009-0200 / P23548, 340405-0-009-0309 / P23549, 340405-3-006-0009 / P23569, 340405-3-007-0008 / P23570, 330418-4-004-0005 / P16824, 340417-0-053-0003 / P25591, 340417-0-006-0001 / P25534, 340417-0-052-0004 / P25590, 340417-0-051-0005 / P25588, 350519-0-019-0002 / P39444 and 350519-2-001-0100 / P115435

LEGAL DESCRIPTION FOR CONWAY STORE:

Lot 2, SHORT PLAT NO. 37-88, approved September 19, 1988, recorded September 20, 1988 in Book 8 of Short Plats, page 67, under Auditor's File No. 8809200016; being a portion of the Southeast Quarter of Section 18, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

LEGAL DESCRIPTION FOR BURLINGTON STORE

Parcel 1:

Parcel "A":

Lot 1, EXCEPT the West 252 feet thereof (as measured along the South line thereof) and Lot 2 EXCEPT the West 10 feet thereof, of Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001, Records of Skagit County, Washington; being a portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a nonexclusive easement for ingress, egress, roadway and utilities over, under, across and through the following described tract:

The North 25 feet of the following described tract: The South 50 feet of the North 315 feet of that portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway and lying West of the right of way of the Pacific Northwest Traction Company.

EXCEPT the East 225.01 feet thereof per documented recorded under Auditor's File No. 96071800020.

AND ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over, under and across the North 25 feet of the West 252 feet of Lot 1 of said described Short Plat No. Burl 1-80, as reserved in document recorded under Auditor's File No. 9011080073, Records of Skagit County, Washington.

Situated in Skagit County, Washington.

Parcel "B":

That portion of the following described property lying East of the East line of the West 10 feet of Lot 2 of Short Plat No. Burl 1 -80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001 and said East line extended South.



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EXHIBIT "A"

(continued)

That portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of said South 1/2 of the Northwest 1/4 of the Southwest 1/4 with the East line of the Old Pacific Highway;

Thence North along the East line of said highway, 8 feet, more or less, to an existing fence line and the true point of beginning;

Thence continue North along said East line, 60 feet, more or less, to an existing fence line, said line being the same as the North line of a tract conveyed to Olive H. Kirk by Deed dated December 6, 1956 and recorded January 9, 1957, under Auditors File No. 546220.

Thence East along said fence line 400 feet to an existing North and South fence line;
Thence South along said existing fence line, 60 feet, more or less, to an existing fence line;
Thence West along said existing fence line, 400 feet to the true point of beginning.

EXCEPT from the above described Parcels "A" and "B", that portion thereof lying Easterly of the following described line:

Commencing at the Northeast corner of Lot 1, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's file No. 8012150001;

Thence North 89° 33' 07" West along the North line of said Lot 1, Short Plat No. Burl 1-80 for a distance of 52.78 feet, to the true point of beginning of said line description;

Thence South 0° 37' 00" East parallel with the West line of said Lot 1, Short Plat No. Burl 1-80, for a distance of 358.74 feet, more or less, to an existing East-West fence line (referenced in previous deeds) and being the terminus of said line.

AND ALSO TOGETHER WITH that portion of the below described Parcel No. 2 lying Westerly of the following described line:

Commencing at the Northerly corner common to Lots 1 and 3, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980 in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001;

Thence South 89° 33' 07" East along the North line of said Lot 3 for a distance of 17.50 feet to the true point of beginning of said line description;

Thence South 0° 37' 00" East for a distance of 366.84 feet, more or less, to the South line of said Lot 3 at a point bearing North 89° 28' 15" West a distance of 209.81 feet from the Southeast corner of said Lot 3, Short Plat No. Burl 1-80, and being the terminus of said line description.

Lot 3, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980 in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001, Records of Skagit County, Washington, being a portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress, roadway and utilities over, under,



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EXHIBIT "A"
(continued)

across and through the following described tract:

The North 25 feet of the following described tract:

The South 50 feet of the North 315 feet of that portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway and lying West of the right of way of the Pacific Northwest Traction Company.

EXCEPT the East 225.01 feet thereof per documented recorded under Auditor's File No. 96071800020.

AND ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over, under and across the North 25 feet of the West 252 feet of Lot 1 of said described Short Plat No. Burl 1-80, as reserved in document recorded under Auditor's File No. 9011080073, Records of Skagit County, Washington.

TOGETHER WITH that portion of the following described tract (portions of the below-described Parcels "A" and "B" East of the described line).

Parcel "A":

Lot 1, EXCEPT the West 252 feet thereof (as measured along the South line thereof) and Lot 2 EXCEPT the West 10 feet thereof, of Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001, Records of Skagit County, Washington; being a portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress, egress, roadway and utilities over, under, across and through the following described tract:

The North 25 feet of the following described tract:

The South 50 feet of the North 315 feet of that portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway and lying West of the right of way of the Pacific Northwest Traction Company.

EXCEPT the East 225.01 feet thereof per documented recorded under Auditor's File No. 96071800020.

AND ALSO TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over, under and across the North 25 feet of the West 252 feet of Lot 1 of said described Short Plat No. Burl 1-80, as reserved in document recorded under Auditor's File No. 9011080073, Records of Skagit County, Washington.

Situated in Skagit County, Washington.

Parcel "B":

That portion of the following described property lying East of the East line of the West 10 feet of Lot 2 of Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001, and said East line extended South;

That portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., described as follows:



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EXHIBIT "A"
(continued)

Beginning at the intersection of the South line of said South 1/2 of the Northwest 1/4 of the Southwest 1/4 with the East line of the Old Pacific Highway;

Thence North along the East line of said highway, 8 feet, more or less, to an existing fence line and the true point of beginning;

Thence continue North along said East line, 60 feet, more or less, to an existing fence line, said line being the same as the North line of a tract conveyed to Olive H. Kirk by Deed dated December 6, 1956 and recorded January 9, 1957, under Auditor's File No. 546220;

Thence East along said fence line 400 feet to an existing North and South fence line;

Thence South along said existing fence line, 60 feet, more or less, to an existing fence line;

Thence West along said existing fence line, 400 feet to the true point of beginning.

Lying Easterly of the following described line:

Commencing at the Northeast corner of Lot 1, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001;

Thence North $89^{\circ} 33' 07''$ West along the North line of said Lot 1, Short Plat No. Burl 1-80 for a distance of 52.78 feet, to the true point of beginning of said line description;

Thence South $0^{\circ} 37' 00''$ East parallel with the West line of said Lot 1 Short Plat No. Burl 1-80, for a distance of 358.74 feet, more or less, to an existing East-West fence line (referenced in previous deeds) and being the terminus of said line.

Situated in Skagit County, Washington.

Parcel 2:

Lot 3, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980 in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001, Records of Skagit County, Washington; being a portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.;

EXCEPT that portion lying Westerly of the following described line:

Commencing at the Northerly corner common to Lots 1 and 3, Short Plat No. Burl 1-80, approved February 20, 1980 and recorded December 15, 1980 in Volume 5 of Short Plats, Page 10, under Auditor's File No. 8012150001;

Thence South $89^{\circ} 33' 07''$ East along the North line of said Lot 3 for a distance of 17.50 feet to the true point of beginning of said line description;

Thence South $0^{\circ} 37' 00''$ East for a distance of 366.84 feet, more or less, to the South line of said Lot 3 at a point bearing North $89^{\circ} 28' 15''$ West a distance of 209.81 feet from the Southeast corner of said Lot 3, Short Plat No. Burl 1-80, and being the terminus of said line description.

TOGETHER WITH a non-exclusive easement for ingress, egress, roadway and utilities over, under, across and through the following described tract:

The North 25 feet of the following described tract:



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EXHIBIT "A"
(continued)

The South 50 feet of the North 315 feet of that portion of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway and lying West of the right of way of the Pacific Northwest Traction Company.

EXCEPT the East 225.01 feet thereof per documented recorded under Auditor's File No. 96071800020.

ALSO TOGETHER WITH a non-exclusive easement for ingress egress and utilities, over, under and across the North 25 feet of the West 252 feet of Lot 1 of said described Short Plat No. Burl 1-80, as reserved in document recorded under Auditor's File No. 9011080073, Records of Skagit County, Washington.

Situated in Skagit County, Washington.

Parcel 3:

Lot 4 of SHORT PLAT NO. BURL 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, page 10, under Auditor's File No. 8012150001, being a portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

Parcel 4:

The West 252 Feet (as measured along the South line thereof) of Lot 1, SHORT PLAT NO. BURL3 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, page 10, under Auditor's File No. 801215001, being a portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress, roadway and utilities over, under, across and through the following described tract:

The North 25 Feet of the following described tract: The South 50 Feet of the North 315 Feet of that portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M., lying East of the Pacific Highway and lying West of the right of way of the Pacific Northwest Traction Company; EXCEPT the East 110 Feet thereof.

Situated in Skagit County, Washington.

Parcel 5:

That portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the East line of Pacific Highway, 390 feet South of the North line of said South Half of the Northwest Quarter of the Southwest Quarter;

Thence East 242 feet;

Thence South 210 feet, more or less, to a point 60 feet North of the South line of said subdivision;

Thence West 242 feet;

Thence North along the Highway 210 feet to the point of beginning.



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EXHIBIT "A"
(continued)

EXCEPT that portion thereof lying south of an East and West fence line, as said fence line was located on the ground on December 5, 1956, said line being the North line of a tract conveyed to Olive H. Kirk, by deed recorded January 9, 1957 under Auditor's File No. 546220.

Situated in Skagit County, Washington.

Parcel 6:

That portion of the South Half of the Northwest ¼ of the Southwest ¼ of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of said South Half of the Northwest Quarter of the Southwest Quarter with the East line of the old Pacific Highway;
Thence North along the East line of said Highway, 8 feet, more or less, to an existing fence line and the true point of beginning which fence line is referred to in instrument dated December 14, 1956, and recorded January 9, 1957, under Auditor's File No. 546221;
Thence continue North along said East line 60 feet, more or less, to an existing fence line, said line being the same as the North line of tract conveyed to Olive H. Kirk by deed recorded January 9, 1957, under Auditor's File No. 546220;
Thence East along said fence line 400 feet to an existing North and South fence line;
Thence South along said existing fence line 60 feet, more or less, to the aforementioned existing fence line referred to in instrument under Auditor's File No. 546221;
Thence West along said existing fence line 400 feet, more or less, to the true point of beginning;

EXCEPT that portion thereof lying East of the East line of the West 10 feet of Lot 2 of SHORT PLAT NO. BURL 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, page 10, under Auditor's File No. 8012150001, and said East line extended South.

Situated in Skagit County, Washington.

Parcel 7:

The West 10 feet of Lot 2, SHORT PLAT NO. BURL 1-80, approved February 20, 1980 and recorded December 15, 1980, in Volume 5 of Short Plats, page 10, under Auditor's File No. 8012150001, being a portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M.

Situated in Skagit County, Washington.

Parcel 8:

That portion of the South Half of the Northwest Quarter of the Southwest Quarter of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the South line of said Northwest Quarter of the Southwest Quarter with the East line of the Pacific Highway, as the said highway existed on December 14, 1956;
Thence North along the East line of said highway right-of-way a distance of 8 feet, more or less, to an existing fence, said point being the Southwest corner of a tract conveyed to Joe Barnutek, et. ux. by instrument recorded on January 9, 1957, under Skagit County Auditor's File No. 546221;
Thence East along the said existing fence, a distance of 400 feet;
Thence South a distance of 8 feet to the South line of the said Northwest Quarter of the Southwest Quarter;

6



EXHIBIT "A"

(continued)

Thence West along the said South line to the point of beginning.

EXCEPT that portion lying Easterly of a fence that existed on January 9, 1957, under Skagit County Auditor's File No. 546204.

Situated in Skagit County, Washington.

LEGAL DESCRIPTION FOR MOUNT VERNON STORE:

PARCEL "A":

Those portions of the Southwest quarter of the Southwest quarter of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

1) From the Section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M., thence run North $0^{\circ} 58'$ East along the Section line common to said Sections 17 and 18 a distance of 490.41 feet; thence North $65^{\circ} 40'$ East for a distance of 117.70 feet to the true point of beginning of this description; thence North $65^{\circ} 40'$ East for a distance of 329.4 feet to a point 10 feet Westerly of and at right angles to the center-line of the existing Great Northern Railway Spur to the Standard Oil Company of California Plant; thence Southwesterly parallel to and 10 feet distant from the center-line of said spur on an $11^{\circ} 45'$ curve to the left a distance of 61.5 feet to a point of tangency; thence South $26^{\circ} 25'$ West along said tangent and parallel to and 10 feet Northwesterly of the center-line of a proposed railroad spur for a distance of 81.0 feet to the point of curvature of $15^{\circ} 52'$ curve to the right; thence along said $15^{\circ} 52'$ curve to the right and parallel to and 10 feet Northwesterly of the center-line of said proposed spur for a distance of 174.79 feet, more or less, to a point that is South $44^{\circ} 08'$ East and 172.24 feet distant from the true point of beginning; thence North $44^{\circ} 08'$ West a distance of 172.24 feet to the true point of beginning.

2) From the Section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M., thence run South $89^{\circ} 23' 30''$ East along the section line common to Sections 17 and 20 for a distance of 200.0 feet; thence North $0^{\circ} 58'$ East parallel to the West line of Section 17 a distance of 202.48 feet to an intersection with a diagonal line bisecting the Southwest quarter of said Section 17 from the Southwest to the Northeast corners thereof; thence North $45^{\circ} 26' 10''$ East along said bisecting line a distance of 172.57 feet to a point which is the true point of beginning of this description; thence North $45^{\circ} 26' 10''$ East along said bisecting line for a distance of 386.37 feet; thence North $43^{\circ} 07'$ West for a distance of 123.01 feet; thence North $55^{\circ} 34'$ West for a distance of 40.83 feet; thence South $65^{\circ} 40'$ West for a distance of 34.04 feet to a point 10 feet Southeasterly of and at right angles to the centerline of the existing Great Northern Railway spur to the Standard Oil Company of California plant; thence Southwesterly parallel to the center-line of said railroad spur and 10 feet distant therefrom for a distance of 154.6 feet to the end of a $12^{\circ} 15'$ curve to the left; thence South $19^{\circ} 38'$ West along a tangent parallel to said spur center line and 10 feet Easterly therefrom a distance of 83.3 feet to the beginning of an $11^{\circ} 45'$ curve to the right; thence continuing parallel to the center-line of said spur and 10 feet distant therefrom, on the $11^{\circ} 45'$ curve to the right a distance of 134.4 feet, more or less, to a point that is North $44^{\circ} 08'$ West and 51.23 feet distance from the true point of beginning; thence South $44^{\circ} 08'$ East a distance of 51.23 feet to the true point of beginning.

3) Beginning at a point on the North line of Fir Street which extends along the South line of said Section, 200 feet East of the West line of said Section; thence East along the North line of said Road a distance of 210.3 feet; thence due North 120 feet; thence East 180 feet; thence due North to intersect with a line drawn diagonally from the Southwest corner to the Northeast corner of said Southwest quarter of the Southwest quarter; thence Southwesterly along said diagonal line to a point which is 200 feet due East of

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EXHIBIT "A"

(continued)

the West line of said Southwest quarter of the Southwest quarter; thence due South to the place of beginning.

4) Beginning at the most Southerly corner of Parcel "A" above described; thence Northeasterly along the Southeasterly boundary line of said Parcel "A" to the Northeasterly terminus of the course described in said boundary as having a bearing of South 26° 25' West and a distance of 81.0 feet; thence leaving said Southeasterly boundary line and run Southwesterly along a line that is 20 feet Northwesterly, measured radially and at right angles from the Northwesterly boundary of Parcel "B" above described to a point on a line that has a bearing of South 44° 08' East and is the Southeasterly prolongation of the Southwesterly line of said Parcel "A" and the Northwesterly prolongation of the Southwesterly line of said Parcel "B"; thence North 44° 08' West along said line to the point of beginning.

EXCEPT from Tracts (2) and (3) described above, that portion thereof lying Easterly of the following described line:

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter; thence South 89° 23' 30" East along the South line of said Subdivision a distance of 200.00 feet; thence North 0° 58' 00" East parallel to the West line of said Subdivision, a distance of 30.00 feet to a point on the North line of that City Street known as Fir Street; thence South 89° 23' 30" East along the North line of said Fir Street a distance of 176.13 feet to the true point of beginning of said line.

Thence North 0° 38' 10" East along a line which is parallel to and 0.43 feet Easterly of the East edge of an existing concrete retaining wall, a distance of 400.41 feet to a point 10.00 feet Easterly of and at right angles to the centerline of the existing spur line to Western Farmer's Association; thence Northerly on a curve to the right, parallel to the centerline of said existing spur line to the Western Farmer's Association and 10.00 feet distant therefrom, said curve having a degree of curvature of 12° 46' 46" and a radius of 449.28 feet, an arc distance of 300.92 feet to a point on the North line of that tract designated as Tract "B" and conveyed to the Washington Co-operative Farmer's Association by that Instrument dated May 31, 1949 and recorded July 8, 1949, under Auditor's File No. 433464, said point being the terminus of said line.

PARCEL "B":

An easement for purposes of ingress and egress to and from Parcels "A" and "B" above described, over and across the following described Tracts (1) and (2):

TRACT 1:

From the Section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M., thence run South 89° 23' 30" East along the section line common to said Sections 17 and 20 for a distance of 200.00 feet; thence North 0° 58' East parallel to the West line of said Section 17 for a distance of 202.48 feet to an intersection with a diagonal line bisecting the Southwest quarter of said Section 17 from the Southwest to the Northeast corners thereof; thence North 45° 26' 10" East along said bisecting line for a distance of 172.57 feet; thence North 44° 08' West a distance of 51.23 feet to the true point of beginning of this description; thence North 44° 08' West a distance of 79.44 feet; thence Northeasterly on a 15° 52' curve to the left, parallel to the center-line of a proposed spur and 10 feet Northwesterly thereof to a point 40 feet distant at right angles to the initial North 44° 08' West course of this parcel; thence South 44° 08' East to a point 10 feet Southeasterly measured at right angles to center-line of the existing Standard Oil Company of California spur; thence Southwesterly on an 11° 45' curve to the right and

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EXHIBIT "A"
(continued)

parallel to said spur to the true point of beginning. EXCEPT that portion thereof lying within the boundaries of Parcel "E" hereinafter described.

TRACT 2:

From the Section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M., thence North $0^{\circ} 58'$ East along the section line common to Section 17 and 18 a distance of 490.41 feet; thence North $65^{\circ} 40'$ East for a distance of 447.1 feet to the true point of beginning; thence North $65^{\circ} 40'$ East a distance of 40.9 feet; thence Southwesterly on a $12^{\circ} 15'$ curve to the left, parallel to and 10 feet Southeasterly of the center-line of the Great Northern Railway railroad spur into the Standard Oil Company of California plant, to a point which bears South $44^{\circ} 08'$ East from the point of beginning; thence North $44^{\circ} 08'$ West to the true point of beginning.;

PARCEL "C"

An easement for ingress and egress over and across the spur track as it existed on September 5, 1974 over and across the following described tracts:

TRACT 1:

Beginning at the Southwest corner of said Southwest quarter of the Southwest quarter; thence South $89^{\circ} 23' 30''$ East along the South line of said Subdivision a distance of 200.00 feet; thence North $0^{\circ} 58' 00''$ East parallel to the West line of said Subdivision, a distance of 30.00 feet to a point on the North line of that City Street known as Fir Street; thence South $89^{\circ} 23' 30''$ East along the North line of said Fir Street a distance of 176.13 feet to the true point of beginning of this description; thence North $0^{\circ} 38' 10''$ East along a line which is parallel to and 0.43 feet Easterly of the East edge of an existing concrete retaining wall, a distance of 400.41 feet to a point 10.00 feet Easterly of and at right angles to the centerline of the existing spur line to Western Farmer's Association; thence Northerly on a curve to the right, parallel to the centerline of said existing spur line to the Western Farmer's Association and 10.00 feet distant therefrom, said curve having a degree of curvature of $12^{\circ} 46' 46''$ and a radius of 449.28 feet, an arc distance of 300.92 feet to a point on the North line of that Tract designated as Tract "B" and conveyed to the Washington Co-operative Farmer's Association by that Instrument dated May 31, 1949 and recorded July 8, 1949, under Auditor's File No. 433464; thence North $65^{\circ} 40'$ East a distance of 2.99 feet; thence South $55^{\circ} 34'$ East a distance of 40.83 feet to an intersection with a line bearing North $44^{\circ} 05' 20''$ West from a point which is South $89^{\circ} 56'$ East along the Section line a distance of 590.3 feet and North $0^{\circ} 25' 33''$ East, a distance of 597.64 feet from the Southwest corner of said Section 17; Thence along said line North $44^{\circ} 05' 20''$ West to the Southeasterly right of way line of the Puget Sound and Cascade Railway; thence Southwesterly along said right of way line to a point that bears North $43^{\circ} 11''$ West from the true point of beginning; thence South $43^{\circ} 11''$ East to the true point of beginning.

PARCEL "D"

That portion of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M.;

Thence North a distance of 519.5 feet;

Thence North $53^{\circ} 14'$ East 481.7 feet;

Thence South $43^{\circ} 11'$ East to an intersection with the line drawn diagonally from the Southwest corner of the Northeast corner of said Southwest 1/4 of the Southwest 1/4 of Section 17, aforesaid;

Thence in a Southwesterly direction along said diagonal line to a point 200 feet directly East of the West

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EXHIBIT "A"

(continued)

line of said Southwest 1/4 of the Southwest 1/4 of said Section 17;
Thence due South to the South line of the said Southwest 1/4 of the Southwest 1/4;
Thence West to the place of beginning;

EXCEPT State Highway running along the West side thereof (now known as Riverside Drive). AND
EXCEPT Fir Street running along the South line thereof as the same exist and are built on the ground.
AND EXCEPT the following described tracts:

(1) Beginning at a point in the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M., which point is 541.8 feet North and 30 feet East of the corner, to Sections 17, 18, 19 and 20, in Township 34 North, Range 4 East, W.M.;

Thence North $53^{\circ} 14'$ East, a distance of 444.3 feet;
Thence South $43^{\circ} 11'$ East, a distance of 128 feet, be the same more or less to a point 50 feet distant from and at right angles to the center line of the Puget Sound and Cascade Railroad, as now laid out over and across said land embraced in this description;
Thence in a Southwesterly direction a distance of 490.0 feet be the same more or less to a point on the East margin of the Pacific Highway (Permanent Highway No. 4), Which point is 37.4 feet South of the place of beginning;
Thence Northerly along the East margin of the Pacific Highway (Permanent Highway No. 4), a distance of 37.4 feet to the place of beginning.

(2) Beginning at the section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M.;

Thence North $0^{\circ} 58'$ East along the section line common to said Sections 17 and 18, a distance of 490.41 feet;

Thence North $65^{\circ} 40'$ East for a distance of 117.70 feet to the true point of beginning of this description;

Thence North $65^{\circ} 40'$ East for a distance of 329.4 feet to a point 10 feet Westerly of and at right angles to the center line of the existing Great Northern Railway spur to the standard Oil Company of California plant;

Thence Southwesterly parallel to and 10 feet distant from the center line of said spur on an $11^{\circ} 45'$ curve to the left a distance of 61.5 feet to a point of tangency;

Thence South $26^{\circ} 25'$ West along said tangent and parallel to and 10 feet Northwesterly of the centerline of a proposed railroad spur for a distance of 81.0 feet to the point of curvature of $15^{\circ} 52'$ curve to the right;

Thence along said $15^{\circ} 52'$ curve to the right and parallel to and 10 feet Northwesterly of the centerline of said proposed spur for a distance of 174.79 feet, more or less, to a point South $44^{\circ} 08'$ East and 172.24 feet distant from the true point of beginning;

Thence North $44^{\circ} 08'$ west a distance of 172.24 feet to the true point of beginning.

(3) From the section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M.;

Thence South $89^{\circ} 23' 30''$ East along the Section line common to Section 17 and 20 for a distance of 200.00 feet;

Thence North $0^{\circ} 58'$ East parallel to the West line of Section 17, a distance of 202.48 feet to an intersection with a diagonal line bisecting the Southwest 1/4 of said Section 17 from the Southwest to the Northeast corners thereof;

Thence North $45^{\circ} 26' 10''$ East along said bisecting line a distance of 172.57 feet to a point which is the true point of beginning of this description;

Thence North $45^{\circ} 26' 10''$ East along said bisecting line for a distance of 368.37 feet;

Thence North $43^{\circ} 07'$ West for a distance of 123.01 feet;

Thence North $55^{\circ} 34'$ West for a distance of 40.83 feet;

Thence South $65^{\circ} 40'$ West for a distance of 34.04 feet to a point 10 feet Southeasterly of and at right angles to the centerline of the existing Great Northern Railway spur to the Standard Oil Company of

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EXHIBIT "A"

(continued)

California plant;

Thence Southwesterly parallel to the centerline of said railroad spur and 10 feet distant therefrom for a distance of 154.6 feet to the end of a 12° 15' curve to the left;

Thence South 19° 38' West along a tangent parallel to said spur centerline and 10 feet Easterly therefrom a distance of 83.3 feet to the beginning of an 11° 45' curve to the right;

Thence continuing parallel to the center line of said spur and 10 feet distant therefrom, on the 11° 45' curve to the right a distance of 134.4 feet, more or less, to a point North 44° 08' West and 51.23 feet distant from the true point of beginning;

Thence South 44° 08' East a distance of 51.23 feet to the true point of beginning.

(4) Beginning at the most Southerly corner of Tract "A", as said Tract "A" is described in that certain grant from Standard Oil Company of California to Washington Cooperative Farmers Association, dated May 31, 1949 and recorded July 8, 1949, in Volume 234 of Deeds, Page 757, under Auditor's File No. 433464, Records of Skagit County, Washington (Exception No. 2 above);

Thence Northeasterly along the Southeasterly boundary line of said Tract "A" to the Northeasterly terminus of the course described in said boundary as having a bearing of South 26° 25' West and a length of 81.0 feet;

Thence leaving said Southeasterly boundary line, Southwesterly along a line that is 20 feet Northwesterly, measured radially and at right angles from the Northwesterly boundary line of Tract "B" (Exception No. 3 above), as said Tract "B" is described in said grant dated May 31, 1949, to a point on a line that has bearing of South 44° 08' East and is the Southeasterly prolongation of the Southwesterly line of said Tract "A" and the Northwesterly prolongation of the Southwesterly line of said Tract "B";

Thence North 44° 08' West along said prolongation to the point of beginning.

EXCEPT from all of the above that portion thereof lying within the boundaries of that certain survey recorded June 16, 1983 under Auditor's File No. 8306160001 in Volume 5 of Surveys, Page 22, Records of Skagit County, Washington.

(5) That portion of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the section corner common to Sections 17, 18, 19 and 20, Township 34 North, Range 4 East, W.M.;

Thence South 89° 23' 30" East along the Section line common to Sections 17 and 20 for a distance of 200.00 feet;

Thence North 0° 58' East parallel to the West line of Section 17, a distance of 202.48 feet to an intersection with a diagonal line bisecting the Southwest 1/4 of said Section 17 from the Southwest to the Northeast corners thereof;

Thence North 45° 26' 10" East along said bisecting line a distance of 540.94 feet;

Thence North 43° 07' West for a distance of 123.01 feet;

Thence North 55° 34' West for a distance of 40.83 feet;

Thence South 65° 40' West for a distance of 34.04 feet to a point 10 feet Southeasterly of and at right angles to the centerline of the existing Great Northern Railway spur to the Standard Oil Company of California plant, and the true point of beginning;

Thence Southwesterly parallel to the centerline of said railroad spur and 10 feet distant therefrom for a distance of 154.6 feet to the end of a 12° 15' curve to the left;

Thence South 19° 38' West along a tangent parallel to said spur centerline and 10 feet Easterly therefrom a distance of 83.3 feet to the beginning of an 11° 45' curve to the right;

Thence continuing parallel to the center line of said spur and 10 feet distant therefrom, on the 11° 45' curve to the right a distance of 134.4 feet;

Thence North 44° 08' West a distance of 20.34 feet to the most Southerly corner of that certain tract

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EXHIBIT "A"
(continued)

conveyed from Standard Oil Company of California to Western Farmers Association dated January 20, 1961, recorded February 1, 1961 under Auditor's File No. 603702, said Tract being hereinafter referred to as Tract "B";

Thence Northeasterly, along the Southeasterly line of said Tract "B", and distant 10 feet Northwesterly, measured radially and at right angles from the centerline of said spur, to the most Easterly corner of said Tract "B", said point also being on the Southeasterly line of Tract "A" as described in the aforesaid conveyance dated May 31, 1949;

Thence Northeasterly, along said Southeasterly line, to the most Easterly corner of said Tract "A";
Thence North 65° 40' East a distance of 40.9 feet to the true point of beginning.

LEGAL DESCRIPTION FOR SEDRO WOOLLEY STORE:

Lot 1, Short Plat No. SW-04-83, approved August 16, 1983 and recorded August 19, 1983 in Book 6 of Short Plats, Page 76 under Auditor's File No. 8308190031, being a portion of Government Lot 2, Section 19, Township 35 North, Range 5 East, W.M.;

TOGETHER WITH a strip of land 20.02 feet in width described as follows:

That portion of Lot 3, Short Plat No. SW-04-83, approved August 16, 1983 and recorded August 19, 1983 in Book 6 of Short Plats, Page 76 under Auditor's File No. 8308190031, lying Northerly of the Easterly extension of the South line of Lot 1, of said Short Plat No. SW-04-83; all being in a portion of Government Lot 2, Section 19, Township 35 North, Range 5 East, W.M.;

TOGETHER WITH a non-exclusive easement for ingress and egress over a strip of land 10 feet in width contiguous to the West line of said Lot 1.

ALSO TOGETHER WITH a non-exclusive easement for ingress, egress, access and utilities over a strip of land 20 feet in width over the North 20 feet of the West 182.00 feet of Lot 2 of said short plat.

AND TOGETHER WITH that part of the following described property lying Southerly of a line drawn parallel with and 75 feet Southerly, when measured at right angles and/or radially, from the SR 20 line survey of SR 20, Sedro Woolley Easterly;

That part of Government Lot 2, Section 19, Township 35 North, Range 5 East, W.M., Skagit County, Washington, described as follows:

Beginning at a point 1,387.7 feet North aSWnd 30 feet East of the West 1/4 corner of said Section 19;
Thence North 86° 11' East 624 feet;
Thence Southerly parallel with now existing State Highway 70 feet;
Thence South 86° 11' West 24 feet to the initial point;
thence South 02° 53' West 332.4 feet to the intersection with the Northerly line of the Great Northern Railway Company right-of-way;
Thence South 53° 31' West along said right-of-way line 250 feet; Thence North 02° 53' East 455 feet;
Thence North 86° 11' East 200 feet to the initial point;

EXCEPT any portion of said described area previously conveyed to the State of Washington for highway purposes.

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EXHIBIT "A"
(continued)

All situated in Skagit County, Washington.

UNOFFICIAL DOCUMENT

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S6575-01-0000A-0

Tract A of replat of Lots 6 through 11 and Lots 20 through 25 in plat of Ely's Westside Addition to Oak Harbor, according to the plat thereof, recorded in Volume 12 of Plats, page 55.

(Said premises being formerly known of record as Lots 6, 7, and 8 and Lots 23, 24 and 25, plat of Ely's Westside Addition to Oak Harbor, according to the plat thereof, recorded in Volume 4 of Plats, page 3.)

EXCEPT the East 120 Feet of Said Lots 23, 24 and 25.

TOGETHER WITH that portion of vacated alley adjoining said premises, which upon vacation attached to said premises by operation of law.

Situate in the County of Island, State of Washington.

For APN/Parcel ID(s): S8290-00-00022-5

The South 432.00 Feet, as measured along the East line thereof, (said line being also the North-South centerline of Section 10, Township 29 North, Range 2, East of the Willamette Meridian) of Lot 22, Plat of SYNDICATE ADDITION TO FREELAND, according to the plat thereof recorded in Volume 2 of Plats, page 23, records of Island County, Washington, lying North of State Highway 525.

TOGETHER WITH a 40-foot wide non-exclusive easement for ingress, egress, and utilities lying 20 feet on either side of the following described centerline:

Commencing at the Northwest corner of that certain tract depicted on Survey recorded February 18, 1997 in Volume 9 of Surveys, page 452, as Auditor's File No. 97002102, records of Island County Washington and being a portion of Lot 22 of Syndicate Addition to Freeland, according to the plat thereof recorded in Volume 2 of Plats, page 23, records of Island County; thence South $01^{\circ}56'17''$, West a distance of 479.80 Feet to the point of beginning of said centerline; thence South $87^{\circ}20'21''$, East 60.76 Feet; thence South $01^{\circ}56'17''$, West 105.80 Feet to the terminus of said centerline;

EXCEPT that portion of said easement lying within the above described main tract.

Situate in the County of Island, State of Washington.

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