



201604210084

AFTER RECORDING MAIL TO:

Skagit County Auditor

\$84.00

4/21/2016 Page

1 of 11

1:52PM

S. Shawn Tacey
Tacey Goss PS
330 112th Avenue NE, Suite 301
Bellevue, Washington 98004

CHICAGO TITLE
1020024855

DEED OF TRUST

THIS DEED OF TRUST, made this 20th day of April, 2016, between BURLINGTON ONE, INC., a Washington corporation ("Grantor"), whose address is PO Box 2231, Everett, Washington 98213, CHICAGO TITLE COMPANY, ("Trustee"), whose address is 125 Commercial St Mt Vernon WA and RDH PROPERTIES, LLC, a Washington limited liability company ("Beneficiary"), whose address is 18870 Big Lake Ridge Place, Mt. Vernon, Washington 98274.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, all of Grantor's estate, rights, title, claim, interest and demand, either in law or in equity, of, in and to that certain real property described as follows, complete legal description of which is attached hereto as Exhibit A.

Lots 7 and 8, Block 125, Plat "First Add to Burlington"

Tract F of Boundary Line Adjustment 201505010100 City of Burlington, Skagit County, State of Washington.

P128583 and P128585

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

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of THREE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$330,000.00) with interest, in accordance with the terms of a secured promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

Grantor represents and warrants to Beneficiary that this Deed of Trust is not granted to secure an obligation incurred primarily for personal, family or household purposes, and that this Deed of Trust secures a "commercial loan" as defined in RCW Chapter 61.24.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore

promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

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

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

IT IS MUTUALLY AGREED THAT:

1. AGREEMENT TO SUBORDINATE. For value received, Beneficiary unconditionally agrees, upon receipt of written notice from Grantor, to subordinate this Deed of Trust, Beneficiary's lien on the title to the property described herein, and all other rights and interests of Beneficiary therein, to one (1) senior beneficiary designated by Grantor in connection with future financing arrangements entered into by Grantor for acquisition or development purposes; provided that Beneficiary shall have the opportunity to review and approve said senior beneficiary prior to any such subordination by Beneficiary.

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

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

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

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

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

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

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

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

10. The real property described in this Deed of Trust may not be sold or transferred without Beneficiary's written consent, which consent shall not be unreasonably withheld. If all or any portion of the real property described in this Deed of Trust is sold or transferred by Grantor without Beneficiary's prior written consent, then the whole sum secured by this Deed of Trust shall be immediately due and payable without further notice or demand at Beneficiary's option, exception this option shall not be exercised if prohibited by applicable law.

11. Cross Default. This Deed of Trust secures that certain Promissory Note of even date made by the Grantor to the Beneficiary. Any default under this Deed of Trust shall also be deemed a default under the Promissory Note. Any default under the Promissory Note shall be deemed a default under this Deed of Trust.

EXHIBIT A
TO
DEED OF TRUST

LEGAL DESCRIPTION

The property which is the subject of this Deed of Trust is situated in the County of Skagit, State of Washington, and is legally described as follows:

Tract F of Boundary Line Adjustment 201505010100 City of Burlington, Skagit County, State of Washington.

DEED OF TRUST

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

TO: TRUSTEE

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

Dated: _____

EXHIBIT A

Order No.: 620024855

For APN/Parcel ID(s): P128583 / 4077-125-010-0100, AND

P128585 / 4077-125-010-0300

Parcel "C":

Those portions of Lots 7 and 8, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington:

Thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South $89^{\circ} 40' 47''$ East along said North line of the South 4.00 feet of Lot 6, or said line extended into Lots 7 and 8 of said Block 125 for a distance of 246.85 feet to the true point of beginning; thence North $0^{\circ} 19' 13''$ East for a distance of 147.25 feet to a point that will be on the Southerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed road margin as follows:

North $89^{\circ} 39' 53''$ West for a distance of 51.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet; through a central angle of $90^{\circ} 00' 53''$, an arc distance of 29.85 feet to a point of tangency; thence South $0^{\circ} 19' 13''$ West for a distance of 109.27 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$, an arc distance of 29.84 feet, more or less, to a point of tangency on said North line of the South 4.00 feet of Lot 7, said Block 125 at a point bearing North $89^{\circ} 40' 47''$ West from the true point of beginning; thence South $89^{\circ} 40' 47''$ East along said North line for a distance of 51.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

EXHIBIT "A"

Parcel "C1":

A non-exclusive mutually beneficial easement for ingress, egress and utilities (to be future road right-of-way to the City of Burlington dedicated on the future Helgeson 32 Lot Long Plat No. 1-07) over, under and across portions of Lots 6, 7 and 8, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, said easement area being more particularly described as follows:

Commencing at the Southwest corner of said Lot 6, Block 125; thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South $89^{\circ} 40' 47''$ East along said North line of the South 4.00 feet of Lot 6, or line extended into Lot 7, said Block 125, for a distance of 107.85 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, to a point of tangency; thence North $0^{\circ} 19' 13''$ East for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the right, concave to the Southeast, having a radius of 69.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 108.40 feet, to a point of tangency; thence South $89^{\circ} 39' 53''$ East for a distance of 51.00 feet; thence South $0^{\circ} 20' 07''$ West for a distance of 50.00 feet to a point that will be on the Southerly right-of-way margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North $89^{\circ} 39' 53''$ West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 29.85 feet to a point of tangency; thence South $0^{\circ} 19' 13''$ West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125; at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington

PARCEL "D":

That portion of Lots 6, 7, 8, 9 and 10, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125 said flat of "First Addition to Burlington, Skagit Co, Wash." as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington; Thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6 and being the TRUE POINT OF BEGINNING;

thence North $0^{\circ} 12' 44''$ West along said West line for a distance of 293.33 feet, more or less, to the

EXHIBIT A

(continued)

Northwest corner of said Lot 6; thence North 89° 39' 53" East along the North

line of Lots 6, 7, 8, 9, and 10, Block 125 for a distance of 535.64 feet, more or less, to the Northeast corner of said Lot 10; thence South 0° 12' 44" East along the East line of said Lot 10, also being the Westerly right-of-way margin of Skagit Street, for a distance of 216.19 feet, to a point bearing North 0° 12' 49" West a distance of 81.00 feet from the Southeast corner of said Lot 10; thence North 89° 40' 47" West for a distance of 126.54 feet to a point that will be on the Easterly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed road margin as follows:

South 0° 19' 13" West for a distance of 58.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 9, said Block 125; thence North 89° 40' 47" West along said North line for a distance of 88.00 feet to a cusp of a curve; thence along the arc of said curve to the left, concave to the Northwest, having an initial tangent bearing of South 89° 40' 47" East, a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 to a point of tangency; thence North 0° 19' 13" East for a distance of 54.63 feet; thence North 89° 40' 47" West for a distance of 111.53 feet; thence North 0° 19' 13" East for a distance of 73.63 feet to a point that will be on the Southerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North 89° 39' 53" West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet, through a central angle of 90° 00' 53" an arc distance of 29.85 feet to a point of tangency; thence South 0° 19' 13" West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of 90° 00' 00", an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125, at a point bearing South 89° 40' 47" East from the true point of beginning; thence North 89° 40' 47" West along said North line for a distance of 195.85 feet, more or less, to the true point of beginning.

EXCEPT that portion of Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 10, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington;

Thence South 0 degrees 12'44" East along the East line of said Lot 10, also being the Westerly right-of-way margin of Skagit Street, for a distance of 25.39 feet;

Thence North 89 degrees 39'53" West parallel with the North line of said Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co., Wash., for a distance of 272.33 feet;

Thence North 0 degrees 12'44" West for a distance of 10.00 feet;

Thence North 89 degrees 39'53" West for a distance of 159.33 feet;

Thence North 0 degrees 20'06" East for a distance of 15.39 feet, more or less, to the North line of Lot 6, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., at a point bearing North 89 degrees 39'53" West from the POINT OF BEGINNING;

Thence South 89 degrees 39'53" East along said North line of Lots 6, 7, 8, 9 and 10, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., for a distance of 431.51 feet, more or less, to the POINT OF BEGINNING.

EXHIBIT A

(continued)

AND EXCEPT that portion of Lots 8 and 9, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 125, Plat of First Addition to Burlington, Skagit Co. Wash., as per plat recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington; Thence North 0 degrees 12'44" West along the West line of Lot 6, also being the Easterly right-of-way margin of Regent Street for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6;

Thence South 89 degrees 40'47" East along said North line of the South 4.00 feet of Lot 6, or said line extended into Lots 7 and 8 of said Block 125 for a distance of 246.85 feet to the Southwest corner of that certain parcel called Revised Lot 8, and described on Exhibit "D" of that certain Quit Claim Deed (Boundary Line Adjustment) to Roger W. Helgeson, recorded under Skagit County, Auditor's File No. 200904220096;

Thence North 0 degrees 19'13" East along the West line of said Revised Lot 8 for a distance of 73.63 feet to the Northwest corner thereof and being the TRUE POINT OF BEGINNING;

Thence South 89 degrees 40'47" East along the North line of said Revised Lot 8 for a distance of 111.53 feet, more or less, to a point that will be the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 also being the Northeast corner of said Revised Lot 8;

Thence along said proposed margin North 0 degrees 19'13" East for a distance of 30.00 feet;

Thence leaving said proposed road margin North 89 degrees 40'47" West for a distance of 111.53 feet to a point on the East line of that certain parcel called Revised Lot 7 and described on Exhibit "C" of that certain Quit Claim Deed (Boundary Line Adjustment) to Roger W. Helgeson, recorded under Skagit County Auditor's File No. 200904220096 that bears North 0 degrees 19'13" East from the TRUE POINT OF BEGINNING;

Thence South 0 degrees 19'13" West along said East line of Revised Lot 7 for a distance of 30.00 feet, more or less, to the POINT OF BEGINNING.

Situate in the City of Burlington, County of Skagit, State of Washington.

Parcel "D1":

The following Two non-exclusive mutually beneficial easements for ingress, egress and utilities (to be future road rights-of-way to the City of Burlington dedicated on the future Helgeson 32 Lot Long Plat No. 1-07) over, under and across portions of Lots 6, 7, 8, 9, and 10, Block 125, Plat of "First Addition to Burlington, Skagit Co, Wash.", as per plat recorded in Volume 3 of Plats, Page 11, Records of Skagit County, Washington; said easements being more particularly described as follows:

Easement No. 1

Commencing at the Southwest corner of said Lot 6, Block 125; thence North 0° 12' 44" West along the West line of said Lot 6, also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South 89° 40' 47" East along said North line of the South 4.00 feet of Lot 6, or line extended into Lot 7, said Block 125, for a distance of 107.85 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of 90° 00' 00" an arc distance of 29.84 feet, to a point of tangency; thence North 0° 19' 13" East for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the right, concave to the Southeast, having a radius of 69.00 feet, through a central angle of 90° 00' 53", an arc distance of 108.40 feet, to a point of tangency; thence South 89° 39' 53" East for a distance of

EXHIBIT A
(continued)

51.00 feet, thence South $0^{\circ} 20' 07''$ West for a distance of 50.00 feet to a point that will be on the Southerly right-of-way margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

North $89^{\circ} 39' 53''$ West for a distance of 51.00 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Southeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 53''$, an arc distance of 29.85 feet to a point of tangency; thence South $0^{\circ} 19' 13''$ West for a distance of 109.27 feet, to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$, an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 7, said Block 125; at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Easement No. 2

Commencing at the Southwest corner of said Lot 6, Block 125; thence North $0^{\circ} 12' 44''$ West along the West line of said Lot 6 also being the Easterly right-of-way margin of Regent Street, for a distance of 4.00 feet, more or less, to the North line of the South 4.00 feet (as measured perpendicular to the South line) of said Lot 6; thence South $89^{\circ} 40' 47''$ East along said North line, or line extended into Lot 7, 8 and 9 said Block 125, for a distance of 339.39 feet to a point of curvature on the Westerly margin of a future road to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07 and being the true point of beginning; thence along said proposed road margin as follows:

Thence along the arc of said curve to the left, concave to the Northwest, having a radius of 19.00 feet, through a central angle of $90^{\circ} 00' 00''$ an arc distance of 29.84 feet, to a point of tangency; thence North $0^{\circ} 19' 13''$ East for a distance of 58.00; thence South $89^{\circ} 40' 47''$ East for a distance of 50.00 feet to a point that will be on the Easterly right-of-way margin to the City of Burlington per the Helgeson 32 Lot Long Plat No. 1-07; thence along said proposed margin as follows:

South $0^{\circ} 19' 13''$ West for a distance of 58.00 feet to a point of curvature; thence along the arc of said curve to the left, concave to the Northeast having a radius of 19.00 feet through a central angle of $90^{\circ} 00' 00''$, an arc distance of 29.84 feet, more or less, to a point of tangency on the North line of the South 4.00 feet (as measured perpendicular to the South line) of Lot 9, said Block 125 at a point bearing South $89^{\circ} 40' 47''$ East from the true point of beginning; thence North $89^{\circ} 40' 47''$ West along said North line for a distance of 88.00 feet, more or less, to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.