



201706150050

Skagit County Auditor \$232.00
6/15/2017 Page 1 of 14 1:11PM

Return recorded document to:
RABO AGRIFINANCE LLC
12443 Olive Blvd, Suite 50
St. Louis, MO 63141
Attn: Closing Department

Western Valley Farms MCA 2016
Operating Line of Credit 1: 22110942
Equipment Line of Credit 1: 22110944
Real Estate Term Loan: 22111006
Operating Line of Credit 2: 22111007
Line of Credit 1: 22111992

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title: MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT,
MODIFICATION

Reference Number(s) of Documents assigned or released: N/A
AF# 201701040123
GUARDIAN NORTHWEST TITLE CO.
113142

Grantor(s) (Last name, first name, initials)

- Western Valley Farms L.L.C. (a/k/a Western Valley Farms, L.L.C.)
- Western Valley Farms Properties, LLC (a/k/a Western Valley Farm Properties, L.L.C.)
- DYB Land & Cattle, LLC
- Boon, David Lee (a/k/a David L. Boon)
- Boon, Yvonne Grace (a/k/a Yvonne G. Boon)

Grantee: RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

- Parcel A: ptn Gov. Lot 1, 31-34-4 E W.M. (aka Lot 2, S.P. #PL12-0048)
- Parcel B: ptn SW NE & ptn Gov. Lot 2, 6-33-4 E W.M.
- Parcel C: ptn NW SE, 17-33-4 E W.M.
- Parcel D: ptn SE, 17-33-4 E W.M. (aka Lot 38, S.P. #PL07-0565).
- Parcel E: ptn N 1/4 SW 1/4, 17-33-4 E W.M.
- Parcel F: ptn Gov. Lot 1 & ptn SE NE, 6-33-4 E W.M.
- Parcel G: ptn SW NE & NW NE, 17-33-4 E W.M.

Additional legal is on page 13 and 14 of document.

Assessor's Property Tax Parcel/Account Number: Assessor Tax # not yet assigned

P131229, P16412, P16436, P16743, P16739, P16732, P16411, P16439, P16714, P16718, P16720

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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

Signature of Requesting Party

**MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
MODIFICATION AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT MODIFICATION AGREEMENT ("Agreement") is made effective as of this 29TH day of MARCH, 2017, between RABO AGRIFINANCE LLC, a Delaware limited liability company, located and having its principal office at 12443 OLIVE BLVD, SUITE 50, ST. LOUIS, MISSOURI 63141 ("Lender"), and WESTERN VALLEY FARMS, L.L.C. (Western Valley Farms L.L.C.), a Washington limited liability company; WESTERN VALLEY FARMS PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company; DYB LAND & CATTLE, LLC, a Washington limited liability company; and DAVID L. BOON (a/k/a David Lee Boon) and YVONNE G. BOON (a/k/a Yvonne Grace Boon), married spouses, and whose chief executive office or principal residence is 20616 BULSON ROAD, MT VERNON, WASHINGTON 98274 (whether one or more, "Grantor").

WITNESSETH:

WHEREAS, Lender is the holder of: (i) an Operating Line of Credit 1 Note in the original principal amount of \$4,500,000.00; (ii) an Equipment Line of Credit 1 Note in the original principal amount of \$1,200,000.00; (iii) a Real Estate Term Loan Note in the original principal amount of \$2,472,000.00; and (iv) an Operating Line of Credit 2 Note in the original principal amount of \$1,000,000.00 (herein collectively, the "Note"), each Note dated as of December 15, 2016 and each Note made by Grantor, Bayside Dairy, LLC, Steven Eric Boon, Melinda Ann Boon, Jeffrey Scott Boon and Allison Marie Boon (whether one or more, "Borrower"), secured by a Mortgage, Assignment of Rents and Security Agreement ("Mortgage") of even date therewith executed by Grantor to Lender and recorded as Document No. 201701090123, in the records of Skagit County, Washington. The real estate encumbered by the Mortgage is described in the attached Exhibit A; and

WHEREAS, the parties hereto are desirous of modifying the Mortgage in the particulars hereinafter mentioned.

NOW THEREFORE, in consideration of the premises and of the mutual promises herein contained, and of the sum of One Dollar (\$1.00) duly paid to Lender, it is hereby mutually covenanted and agreed that the terms of the Note and Mortgage be and the same are hereby modified as follows:

1. Grantor and Borrower hereby authorize Lender, without obtaining the signature of Grantor or Borrower, to file financing statements or amendments to existing financing statements in order to perfect the lien granted by the Mortgage.
2. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is Grantor's address set forth in the first paragraph of this Agreement; (b) Grantor's state of organization, if applicable, is as set forth in the first paragraph of this Agreement; and (c) Grantor's exact legal name is as set forth in the first paragraph of this Agreement.
3. Grantor's submission of any report, record or other information pertaining to Grantor's or any of its subsidiary's condition or operations, financial or otherwise, from time to time, whether or not required under the terms of this Agreement, will be deemed to be accompanied by a representation by Grantor that such report, record or information is complete and accurate in all material respects as to Grantor's or any such subsidiary's (and, if applicable, any of Grantor's or such subsidiary's partners, shareholders, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
4. The second paragraph of the Mortgage is hereby amended and replaced in its entirety as follows:

RABO AGRIFINANCE LLC, a Delaware limited liability company, as Lender ("Lender") has agreed to make up to \$9,697,000.00 in loans to Borrower (as defined in the Facility Sheet(s))

under the terms and conditions of the Master Credit Agreement between Grantor and Lender dated December 15, 2016, as may be amended, modified, replaced, or supplemented from time to time (the "MCA"). Each capitalized term used in this Mortgage that is defined in the MCA and not defined in this Mortgage will have the meaning specified in the MCA. This Mortgage will be interpreted in accordance with the Drafting Conventions.

5. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

Grantor makes the grant, conveyance, transfer and assignment above, makes the irrevocable and absolute assignment in Section 4, and grants the security interest under Section 5, to secure payment and performance of the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose: (a) all Obligations (defined in the MCA), including (i) the Operating Line of Credit 1 Note dated as of December 15, 2016, from Grantor to Lender in the original principal amount of \$4,500,000.00; (ii) the Equipment Line of Credit 1 Note dated as of December 15, 2016, from Grantor to Lender in the original principal amount of \$1,200,000.00; (iii) the Real Estate Term Loan Note dated as of December 15, 2016, from Grantor to Lender in the original principal amount of \$2,472,000.00; (iv) the Operating Line of Credit 2 Note dated as of December 15, 2016, from Grantor to Lender in the original principal amount of \$1,000,000.00; (v) the Line of Credit 1 Note dated as of March 7, 2017, from Grantor to Lender in the original principal amount of \$525,000.00 (the Operating Line of Credit 1 Note, the Equipment Line of Credit 1 Note, the Real Estate Term Loan Note, the Operating Line of Credit 2 Note, and the Line of Credit 1 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note"); (vi) all Hedging Obligations; and (vii) all other indebtedness, liabilities and obligations of Grantor to Lender and the Swap Counterparties arising pursuant to any of the Transaction Documents, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several; (b) all obligations of Grantor under this Mortgage; (c) all obligations of Grantor to Lender, Coöperatieve Rabobank U.A., (trading as Rabobank), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands ("Rabobank"), and/or Rabobank, N.A., a national banking association ("RNA"), or any other Affiliate of Lender (Lender, Rabobank and RNA, and any other Affiliate of Lender are herein individually and collectively, "Secured Parties"), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether obligatory or non-obligatory; whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by assignment or otherwise, under the terms and conditions of any other written instrument or agreement executed by Grantor and which specifically recites that those obligations are secured by this Mortgage; and (d) any of the foregoing that arises after the filing of a petition by or against Grantor under an Insolvency Proceeding. All Persons who have or acquire an interest in the Property will be deemed to have received notice of, and will be bound by, the terms of the MCA, the other Transaction Documents, and each other agreement or instrument made or entered into in connection with each of the Secured Obligations (the Transaction Documents and those other agreements or instruments, the "Secured Obligation Documents"). These terms include any provisions in the Secured Obligation Documents which permit borrowing, repayment and reborrowing, or which provide that the rate of interest on one or more of the Secured Obligations may vary from time to time. This Mortgage does not secure any obligation which is unsecured pursuant to the express terms of the MCA or any other document, agreement or instrument. Without limitation of the foregoing, this Mortgage does not secure the indebtedness, liabilities and obligations of Guarantor as guarantor under the terms and conditions of the Guaranty or any other guaranty given by Guarantor to secure the Hedging Obligations.


6. All of the provisions of the Note and Mortgage shall remain in full force and effect except as herein specifically modified and this Agreement is made upon the express condition that the Grantor is vested with the fee simple title to the premises covered by the Mortgage. And the said Grantor in consideration of the granting of this modification further covenants and agrees to pay and comply with the terms and conditions of the Note and Mortgage as herein modified, and nothing herein

contained shall invalidate any of the security now held for the payment of said debt. This Agreement shall bind the parties, their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LENDER:

RABO AGRIFINANCE LLC

By: 
ERWIN SANDEE, Vice President

GRANTOR:

WESTERN VALLEY FARMS, L.L.C. (a/k/a Western Valley Farms L.L.C.), a Washington limited liability company

By: 
DAVID LEE BOON, Member/Manager

WESTERN VALLEY FARM PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company

By: 
JEFFREY SCOTT BOON, Member/Manager


By: 
STEVEN ERIC BOON, Member/Manager


By: 
MELINDA ANN BOON, Member/Manager


By: 
ALLISON MARIE BOON, Member/Manager

DYB LAND & CATTLE, LLC, a Washington limited liability Company

By: 
DAVID LEE BOON, Manager

By: 
YVONNE GRACE BOON, Manager


DAVID L. BOON (a/k/a David Lee Boon)



YVONNE G. BOON (a/k/a Yvonne Grace Boon)


CONSENTED TO BY BORROWER:

WESTERN VALLEY FARMS L.L.C., a Washington limited liability company

By: 
DAVID LEE BOON, Member/Manager

WESTERN VALLEY FARM PROPERTIES, LLC, a Washington limited liability company

By: 
JEFFREY SCOTT BOON, Member/Manager

By: 
STEVEN ERIC BOON, Member/Manager

By: Melinda Boon
MELINDA ANN BOON, Member/Manager

By: Allison Marie Boon
ALLISON MARIE BOON, Member/Manager

BAYSIDE DAIRY, LLC, a Washington limited liability company

By: David Lee Boon
DAVID LEE BOON, Manager

DYB LAND & CATTLE, LLC, a Washington limited liability Company

By: David Lee Boon
DAVID LEE BOON, Manager

By: Yvonne Grace Boon
YVONNE GRACE BOON, Manager

David Lee Boon
DAVID LEE BOON

Yvonne Grace Boon
YVONNE GRACE BOON

Steven Eric Boon
STEVEN ERIC BOON

Melinda Boon
MELINDA ANN BOON

JB
JEFFREY SCOTT BOON

Allison Boon
ALLISON MARIE BOON

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On the 10th day of May, 2017, before me, a Notary Public in and for the State of Missouri, personally appeared ERWIN SANDEE, Vice President of Rabo AgriFinance LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public, State of Missouri

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Grant)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID LEE BOON, to me known to be a Member/Manager of WESTERN VALLEY FARMS, L.L.C. (a/k/a Western Valley Farms L.L.C.), a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skaigt)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFFREY SCOTT BOON, to me known to be a Member/Manager of WESTERN VALLEY FARMS PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN ERIC BOON, to me known to be a Member/Manager of WESTERN VALLEY FARMS PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

[Signature]
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MELINDA ANN BOON, to me known to be a Member/Manager of WESTERN VALLEY FARMS PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

[Signature]
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALLISON MARIE BOON, to me known to be a Member/Manager of WESTERN VALLEY FARMS PROPERTIES, L.L.C. (a/k/a Western Valley Farms Properties, LLC), a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Grant)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID LEE BOON, to me known to be the Manager of DYB LAND & CATTLE, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Grant)

On this 8th day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared YVONNE GRACE BOON, to me known to be the Manager of DYB LAND & CATTLE, LLC, a Washington limited liability company, the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the [company/corporate] seal of said limited liability company.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Grant)

On this day personally appeared before me DAVID L. BOON (a/k/a David Lee Boon) and YVONNE G. BOON (a/k/a Yvonne Grace Boon), to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

JV
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this day personally appeared before me STEVEN ERIC BOON and MELINDA ANN BOON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

[Signature]
Notary Public

My commission expires: 8/28/18

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this day personally appeared before me JEFFREY SCOTT BOON and ALLISON MARIE BOON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 8th day of May, 2017.

Notary Public
State of Washington
Jonathan D Vander Kooy
Commission Expires 08-28-18

[Signature]
Notary Public

My commission expires: 8/28/18

EXHIBIT A
Description of Real Estate

PARCEL "A": (P131229)

Lot 2, Short Plat No. PL12-0048, as per plat recorded October 17, 2012, under Auditor's File No. 201210170092, records of Skagit County, Washington; being a portion of Government Lot 1, Section 31, Township 34 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B": (P16412 and P16436)

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of Government Lot 2, Section 6, Township 33 North, Range 4 East, W.M.,

EXCEPT that portion of Government Lot 2, described as follows:

Beginning at the South line of Hickox Road and the East line of Government Lot 2 of said Section 6, said point being 20 feet South of the Northeast corner of said Government Lot 2;
thence South 89° 31'13" West along the South line of Hickox Road, a distance of 780.22 feet;
thence South 00° 05'06" West, a distance of 149.15 feet;
thence South 38° 18'48" East, a distance of 62.11 feet;
thence South 89° 18'22" East, a distance of 367.28 feet;
thence South 2° 35'57" East, a distance of 148.45 feet;
thence North 89° 31'13" East, a distance of 395.05 feet to the East line of said Government Lot 2;
thence North 4° 22'57" West, along said East line of Government Lot 2, a distance of 354.89 feet to the point of beginning of this description.

Situate in the County of Skagit, State of Washington.

PARCEL "C": (P16743)

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, Township 33 North, Range 4 East, W.M., EXCEPT that portion condemned by Drainage District No. 17 in Skagit County Civil Cause No. SC 5271.

Situate in the County of Skagit, State of Washington.

PARCEL "D": (P16739)

Lot 3B, Short Plat No. PL 07-0565, approved July 29, 2008 and recorded July 29, 2008, under Skagit County Auditor's File No. 200807290012, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of Section 17, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B": (P16732)

The South 60 rods and the North 20 rods of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, Section 17, Township 33 North, Range 4 East, W.M.;

EXCEPT the North 85 feet of the South 1,020.31 feet of the West 260 feet of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 17; AND EXCEPT the West 403 feet of the South 476 feet of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 17.

EXCEPT roads and ditch rights-of-way

Situate in the County of Skagit, State of Washington.

PARCEL "F": (P16411 and P16439)

Tracts "B" and "C" of Skagit County Short Plat No. 40-74, approved September 5, 1974 and recorded September 6, 1974, under Auditor's File No. 806842, being a portion of Government Lot 1 and of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 33 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "G": (P16714, P16718 and P16720)

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17; all in Township 33 North, Range 4 East, W.M., Skagit County, Washington.

TOGETHER WITH the West 530 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 33 North, Range 4 East, W.M.

ALSO TOGETHER WITH the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 33 North, Range 4 East, W.M., EXCEPT road and ditch rights of way.

Situate in the County of Skagit, State of Washington.