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10/13/2021 01:54 PM Pages: 1 of 17 Fees: \$219.50  
Skagit County Auditor

**Return Address**

Stiles Law Inc., P.S.  
925 Metcalf / P.O. Box 228  
Sedro-Woolley, WA 98284  
Attention: Timothy C. Lehr

<b>Document Title(s)</b> (or transactions contained therein): 1. Boundary Line Adjustment Agreement
<b>Reference Number(s) of Documents assigned or released:</b> N/A (on page ___ of documents(s))
<b>Grantor(s)</b> (Last name first, then first name and initials): 1. Pham, Dien H. 2. McKay, Clara E.
<b>Grantee(s)</b> (Last name first, then first name and initials): 1. Moran, Bryane and Moran, Tami, husband and wife 2. Pham, Dien H.
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range) SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M.  Full legal descriptions on attached Exhibits A-C.
<b>Assessor's Property Tax Parcel/Account Number(s)</b> P49521; P49519; P49516

## Boundary Line Adjustment Agreement

This Boundary Line Adjustment Agreement (the "Agreement") is entered into as of <sup>September</sup> ~~August~~ 10<sup>th</sup>, 2021 by and between BRYANE AND TAMI MORAN, husband and wife (hereinafter "MORAN"), DIEN H. PHAM (hereinafter "PHAM") and CLARA E. MCKAY (hereinafter "MCKAY"). Moran, Pham and McKay may individually be referred to as a ("Party") or collectively referred to as the ("Parties"). This Agreement takes effect upon recording.

### RECITALS

WHEREAS, MORAN owns real property located at 19961 Parson Creek Road, Sedro-Woolley WA, 98284, Skagit County Parcel No. P49521, (hereinafter "**MORAN PARCEL**"), which is more specifically and legally described on the attached Exhibit "A" and graphically depicted on the attached Exhibit "D", both of which are incorporated herein by this reference.

WHEREAS, PHAM owns real property located at 19969 Parson Creek Road, Sedro-Woolley, WA 98284, Skagit County Parcel No. P49519, (hereinafter "**PHAM PARCEL**"), which is more specifically and legally described on the attached Exhibit "B", and graphically depicted on the attached Exhibit "D", both of which are incorporated herein by this reference.

WHEREAS, MCKAY owns real property located at 20001 Parson Creek Road, Sedro-Woolley, WA 98284, Skagit County Parcel No. P49516, (hereinafter "**MCKAY PARCEL**"), which is more specifically and legally described on the attached Exhibit "C" and graphically depicted on the attached Exhibit "D", both of which are incorporated herein by this reference.

WHEREAS, the Parties to this agreement are the present owners in fee simple of the above-mentioned adjoining parcels of real property, and as such have agreed to adjust the boundary lines of said parcels and establish new boundary lines with respect to said parcels in exchange for valuable consideration, THE PARTIES AGREE AS FOLLOWS:

#### **1. CONVEYANCE:**

- a. PHAM agrees to grant and convey to MORAN a portion of the **PHAM PARCEL**, said portion being more specifically and legally described on the attached Exhibit "E", which is incorporated herein by this reference.
- b. MCKAY agrees to grant and convey to PHAM a portion of the **MCKAY PARCEL**, said portion being more specifically and legally described on the attached Exhibit "F", which is incorporated herein by this reference.

**2. AFTER BLA LEGAL DESCRIPTIONS:**

- a. The new legal description for the MORAN PARCEL after the boundary line adjustment is attached as Exhibit "G".
  - b. The new legal description for the PHAM PARCEL after the boundary line adjustment is attached as Exhibit "H".
  - c. The new legal description for the MCKAY PARCEL after the boundary line adjustment is attached as Exhibit "I".
3. **SURVEY MAPS:** A survey map depicting the Parcels *before* the boundary line adjustment is attached hereto as Exhibit "D". A survey map depicting the Parcels *after* the boundary line adjustment is attached hereto as Exhibit "J", which is incorporated herein by this reference.
  4. **FEES & COSTS:** The agreed purchase price of the property conveyed to MORAN and the Skagit County Excise Tax fee for the conveyance of such property shall be paid solely by MORAN. The Parties further agree that all other costs associated with the Boundary Line Adjustment, including but not limited to attorney fees, recording fees, County and/or Department fees, application fees, drafting fees and surveyor fees, shall be paid solely by MORAN.
  5. **LEGAL DESCRIPTIONS & BLA MAPS:** All Parties hereby agree that Petersen Land Surveying shall be responsible for the preparation of the legal descriptions of each parcel involved in the BLA and maps of such parcels. This includes preparation and confirmation of legal descriptions of each parcel involved before the boundary line adjustment and new legal descriptions of each parcel involved after the boundary lines are adjusted in accordance with this Agreement and attached hereto. All Parties hereby agree that Petersen Land Surveying will also prepare survey maps before and after the boundary line adjustment, which are attached hereto as Exhibits "D" and "J".
  6. **TITLE:** All three Parties acknowledge that NO ASSURANCES OF TITLE will be given by Petersen Land Surveying accompanying the legal descriptions after the boundary line adjustment is made.
  7. **CLOSING:** This boundary line adjustment and sale shall be closed upon the APPROVAL of the BLA Application by the proper department of Skagit County. MORAN shall deposit all documents and monies required to complete this sale in accordance with this Agreement.
  8. **ASSIGNMENT:** The Parties' rights under this Agreement may not be assigned by any Party without all the Parties' prior written consent.

- 9. FACSIMILE TRANSMISSION:** Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as transmission of an original document. At the request of any Party, the Parties will confirm facsimile transmitted signatures by signing an original document.
- 10. SEVERABILITY:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.
- 11. DEFAULT/TERMINATION:** If this Agreement is terminated for any reason, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to any Party. If a dispute should arise regarding the disbursement of any earnest money, the Party holding the earnest money may interplead the funds into court.
- 12. GENERAL PROVISIONS:** Time is of the essence. This Agreement shall be executed by all Parties on or before October 31, 2021. If the Parties fail to execute this Agreement by such date, MORAN shall be responsible to pay for the prorated property tax of the subject encroachment based on PHAM's 2021 biannual tax bill, and PHAM shall pay the prorated property tax of the subject encroachment based on MCKAY'S 2021 biannual tax bill. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between the Parties.
- 13. LEGAL AND TAX IMPLICATIONS:** This agreement affects your legal rights and obligations and will have tax implications. Agents are not permitted to give legal or tax advice. If you have any questions regarding this Agreement and the addendums, attachments, or other related documents, you should consult an attorney or tax advisor. Further, if a dispute arises regarding this transaction, the prevailing Party shall recover costs and reasonable attorney's fees, including those for appeals. This Agreement is deemed entered into in the State of Washington and shall be governed under the laws of the State of Washington.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR WRITTEN BELOW.

  
BRYANE MORAN

9/10/2021  
Date

  
TAMI MORAN

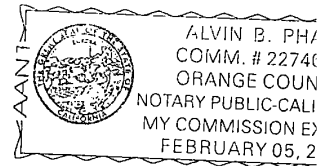
9/10/2021  
Date

*Dien H. Pham*  
DIEN H. PHAM

*Clara E. McKay*  
CLARA E. MCKAY

9/21/2021  
Date

9-10-21  
Date



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that **Bryane and Tami Moran** are the people who appeared before me and who on oath are authorized to execute the within and foregoing instrument and acknowledged that they signed this instrument as their free and voluntary act for the uses and purposes mentioned in the instrument.



*Tim*  
NOTARY PUBLIC in and for the  
State of Washington  
residing at: Sedro-Woolley, WA  
Commission expires: 6/01/2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that **Dien H. Pham** is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that he signed this instrument as his free and voluntary act for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington  
residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY  
PUBLIC  
ORANGE  
COUNTY  
CALIFORNIA  
EXPIRES  
2023

State of California  
County of Orange

On 09/21/2021 before me, Alvin B. Phan, Notary Public

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

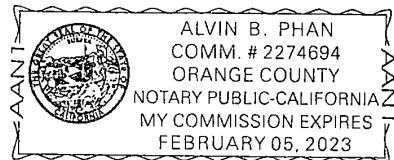
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

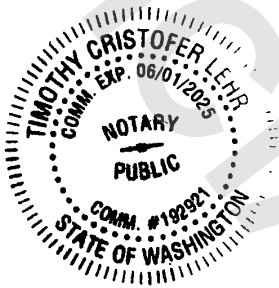
*Alvin B. Phan*

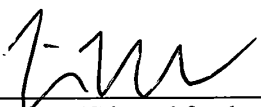
(Seal)



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that **Clara E. McKay** is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged that she signed this instrument as her free and voluntary act for the uses and purposes mentioned in the instrument.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington  
residing at: Sedro-Woolley, WA  
Commission expires: 6/01/2025

## Exhibit "A"

MORAN LEGAL DESCRIPTION BEFORE BLA

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO LARRY R. HASTINGS, ET UX BY DEED RECORDED MARCH 16, 1973, AS AUDITOR'S FILE NO. 782021 WHICH POINT IS NORTH 75 DEGREES 15' WEST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF THAT TRACT SOLD TO DALE R. YOUNG, ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969, AS AUDITOR'S FILE NO. 730916; THENCE SOUTH 3 DEGREES 14'43" EAST TO THE NORTHERLY LINE OF THE C.C.C. ROAD; THENCE NORTH 75 DEGREES 15' WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 100 FEET; THENCE NORTH 3 DEGREES 14'43" WEST TO THE NORTHERLY LINE OF SAID HASTINGS TRACT; THENCE SOUTH 75 DEGREES 15' EAST ALONG SAID NORTHERLY LINE 100 FEET TO THE POINT OF BEGINNING.

(THE ABOVE DESCRIBED TRACT OF LAND IS SHOWN AS TRACT 2 OF SHORT PLAT NO. 46-73, AS APPROVED OCTOBER 3, 1973).



## Exhibit "B"

PHAM LEGAL DESCRIPTION BEFORE BLA

THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION ON THE NORTH LINE OF THE EXISTING COUNTY ROAD; THENCE SOUTH 3 DEGREES, 14'43" EAST ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 616.7 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN TRACT SOLD TO DALE R. YOUNG ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969 AS AUDITOR'S FILE NO. 730916;

THENCE NORTH 75-15 WEST ALONG THE NORTHERLY LINE OF SAID YOUNG TRACT, 114.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 3 DEGREES, 14'43" EAST ALONG THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 553.62 FEET, MORE OR LESS TO THE NORTHERLY LINE OF THE C.C.C ROAD;

THENCE NORTH 75 DEGREES, 15' WEST, ALONG THE NORTHERLY LINE OF SAID C.C.C. ROAD, A DISTANCE OF 100 FEET;

THENCE NORTH 3 DEGREES, 14'43" WEST, PARALLEL WITH THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 553.62 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THAT CERTAIN TRACT TO LARRY R. HASTINGS, ET UX BY DEED RECORDED MARCH 16, 1973, AS AUDITOR'S FILE NO. 782021;

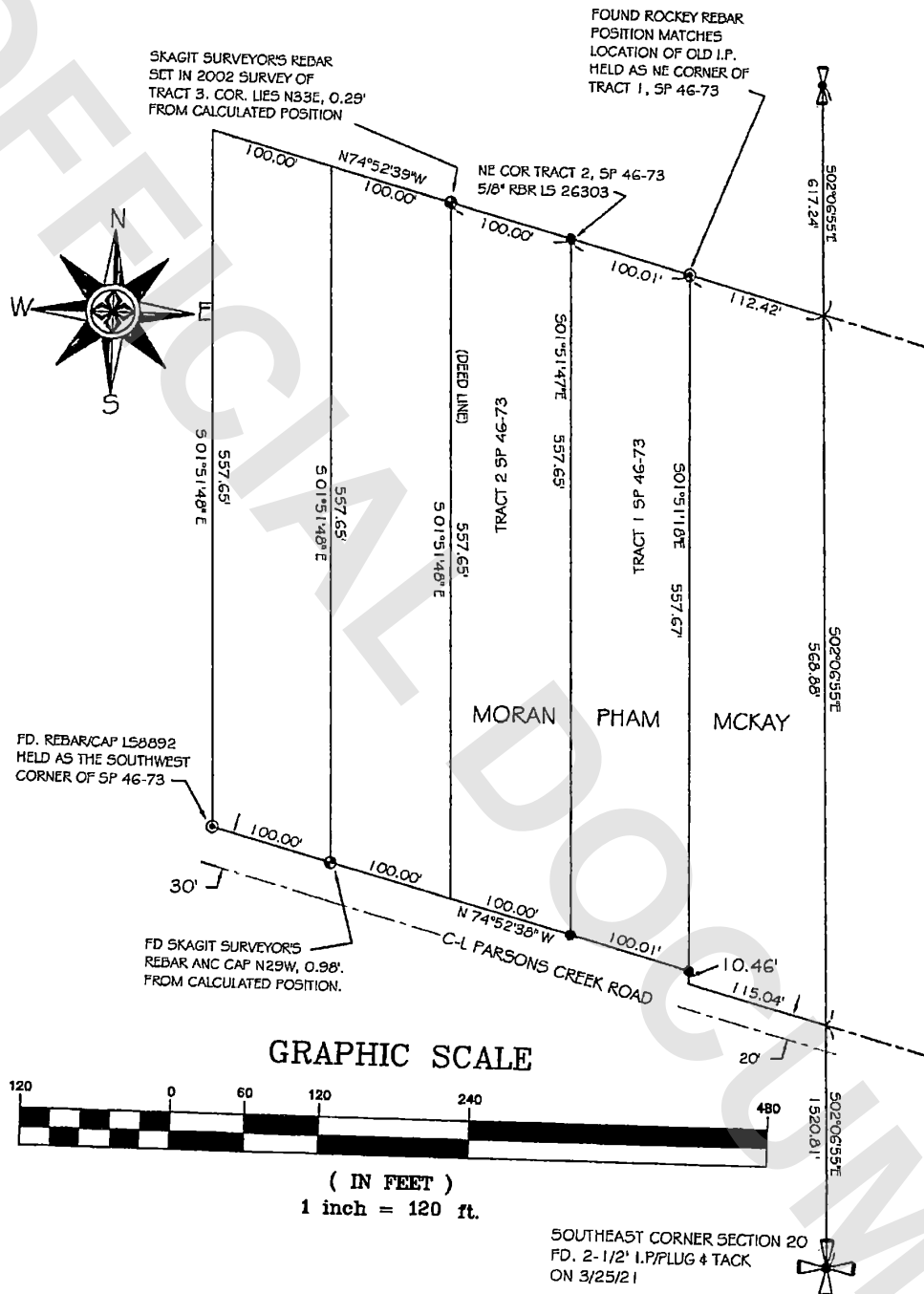
THENCE SOUTH 75 DEGREES, 15' EAST ALONG SAID NORTHERLY LINE 100 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND IS SHOWN AS TRACT 1 OF SHORT PLAT NO. 46-73, AS APPROVED OCTOBER 3, 1973.

EXHIBIT "C"MCKAY LEGAL DESCRIPTION BEFORE BLA

PORTION OF W1/2 NW1/4 SW1/4 SECTION 21 AND NE1/4 SE1/4 SECTION 20,  
TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON NORTHERLY LINE OF CCC COUNTY ROAD 595.21  
FEET NORTHWESTERLY FROM INTERSECTION WITH EAST LINE SAID W1/2  
NW1/4 SW1/4 SOUTHERLY PROJECTION THEREOF TO A POINT ON SOUTHERLY  
LINE OF ESTABLISHED OLD GRADE ROAD WHICH IS 595.21 FEET  
NORTHWESTERLY FROM INTERSECTION WITH EAST LINE SAID W1/2 NW1/4  
SW1/4 THENCE NORTHWESTERLY ALONG SAID ROAD 200 FEET THENCE  
SOUTHERLY TO A POINT ON NORTHERLY LINE OF SAID CCC ROAD WHICH IS  
200 FEET NORTHWESTERLY OF POINT OF BEGINNING THENCE  
SOUTHEASTERLY ALONG SAID ROAD 200 FEET TO POINT OF BEGINNING  
EXCEPT SHORT PLAT #17-79.

**EXHIBIT D**  
**PARCELS BEFORE BLA**  
 (BASED OF R.O.S. RECORDED UNDER A.F.#202104080113)



## Exhibit "E"

TRACT CONVEYED BY PHAM TO MORAN

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO LARRY R. HASTINGS, ET UX BY DEED RECORDED MARCH 16, 1973, AS AUDITOR'S FILE NO. 782021 WHICH POINT IS NORTH 75 DEGREES 15' WEST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF THAT TRACT SOLD TO DALE R. YOUNG, ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969, AS AUDITOR'S FILE NO. 730916; SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT 2 OF SHORT PLAT 46-73, AS APPROVED OCTOBER 3RD, 1973; THENCE SOUTH 75 DEGREES 15' EAST ALONG SAID HASTING NORTHERLY LINE 32.5 FEET MORE OR LESS TO THE NORTHERLY PROJECTION OF AN EXISTING BARBED WIRE FENCE LINE RUNNING SOUTH; THENCE SOUTHERLY ALONG SAID EXISTING FENCE LINE 550.15 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE C.C.C. ROAD, THENCE NORTH 75 DEGREES 15' WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 4 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT 2 OF SHORT PLAT NO. 46-73; THENCE NORTH 3 DEGREES 14' 43" WEST 557.65 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID TRACT 2 ON THE NORTHERLY LINE OF SAID HASTINGS TRACT AND THE TRUE POINT OF BEGINNING.

## Exhibit "F"

MCKAY TO PHAM CONVEYANCE

THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION ON THE NORTH LINE OF THE EXISTING COUNTY ROAD; THENCE SOUTH 3 DEGREES, 14'43" EAST ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 616.7 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN TRACT SOLD TO DALE R. YOUNG ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969 AS AUDITOR'S FILE NO. 730916;

THENCE NORTH 75 DEGREES, 15' WEST ALONG THE NORTHERLY LINE OF SAID YOUNG TRACT, 114.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF TRACT 1 OF SHORT PLAT 46-73 AS APPROVED OCTOBER 3RD, 1973. AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 75 DEGREES, 15' EAST ALONG THE NORTHERLY LINE OF SAID YOUNG TRACT, 34 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF AN EXISTING BARBED WIRE FENCE LINE RUNNING SOUTH; THENCE SOUTHERLY ALONG SAID FENCE LINE 560 FEET MORE OR LESS TO THE NORTH LINE OF THE CCC ROAD; THENCE NORTH 75 DEGREES, 15' WEST, ALONG THE NORTHERLY LINE OF SAID C.C.C. ROAD, A DISTANCE OF 2.46' FEET MORE OR LESS, THENCE NORTH 3 DEGREES, 14'43" WEST, PARALLEL WITH THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 10.46 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT 1 OF SHORT PLAT 46-73; THENCE NORTH 3 DEGREES, 14'43" WEST, PARALLEL WITH THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 557.65' MORE OR LESS TO THE TRUE POINT OF BEGINNING.

## EXHIBIT "G"

MORAN LEGAL DESCRIPTION AFTER BLA

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THAT CERTAIN TRACT CONVEYED TO LARRY R. HASTINGS, ET UX BY DEED RECORDED MARCH 16, 1973, AS AUDITOR'S FILE NO. 782021 WHICH POINT IS NORTH 75 DEGREES 15' WEST A DISTANCE OF 100 FEET FROM THE NORTHWEST CORNER OF THAT TRACT SOLD TO DALE R. YOUNG, ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969, AS AUDITOR'S FILE NO. 730916; SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT 2 OF SHORT PLAT 46-73, AS APPROVED OCTOBER 3RD, 1973; THENCE SOUTH 75 DEGREES 15' EAST ALONG SAID HASTING NORTHERLY LINE 32.5 FEET MORE OR LESS TO THE NORTHERLY PROJECTION OF AN EXISTING BARBED WIRE FENCE LINE RUNNING SOUTH; THENCE SOUTHERLY ALONG SAID EXISTING FENCE LINE 550.15 FEET MORE OR LESS TO THE NORTHERLY LINE OF THE C.C.C. ROAD, THENCE NORTH 75 DEGREES 15' WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 104 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF TRACT 2 OF SHORT PLAT NO. 46-73; THENCE NORTH 3 DEGREES 14' 43" WEST 557.65 FEET MORE OR LESS TO THE NORTHWEST CORNER OF SAID TRACT 2 AND ON THE NORTHERLY LINE OF SAID HASTINGS TRACT; THENCE SOUTH 75 DEGREES 15' EAST ALONG SAID HASTINGS TRACT, 100 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

## Exhibit "H"

PHAM LEGAL AFTER BLA - DESCRIBED AS ONE PARCEL

THAT PORTION OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION ON THE NORTH LINE OF THE EXISTING COUNTY ROAD; THENCE SOUTH 3 DEGREES, 14'43" EAST ALONG THE EAST LINE OF SAID SECTION 20, A DISTANCE OF 616.7 FEET, MORE OR LESS, TO THE NORTH LINE OF THAT CERTAIN TRACT SOLD TO DALE R. YOUNG ET UX BY INSTRUMENT RECORDED SEPTEMBER 10, 1969 AS AUDITOR'S FILE NO. 730916;

THENCE NORTH 75 DEGREES, 15' WEST ALONG THE NORTHERLY LINE OF SAID YOUNG TRACT, 114.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF TRACT 1 OF SHORT PLAT 46-73 AS APPROVED OCTOBER 3RD, 1973. AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 75 DEGREES, 15' EAST ALONG THE NORTHERLY LINE OF SAID YOUNG TRACT, 34 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF AN EXISTING BARBED WIRE FENCE LINE RUNNING SOUTH; THENCE SOUTHERLY ALONG SAID FENCE LINE 560 FEET MORE OR LESS TO THE NORTH LINE OF THE CCC ROAD; THENCE NORTH 75 DEGREES, 15' WEST, ALONG THE NORTHERLY LINE OF SAID C.C.C. ROAD, A DISTANCE OF 2.46' FEET MORE OR LESS, THENCE NORTH 3 DEGREES, 14'43" WEST, PARALLEL WITH THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 10.46 FEET, MORE OR LESS, THENCE CONTINUING NORTH 75 DEGREES 15 WEST ALONG THE NORTHERLY LINE OF THE CCC ROAD, 96 FEET MORE OR LESS TO THE INTERSECTION WITH THE SOUTHERLY PROJECTION OF A BARBED WIRE FENCE LINE RUNNING NORTH; THENCE NORTHERLY ALONG SAID FENCE LINE, 550 FEET MORE OR LESS TO THE NORTHERLY LINE OF THAT CERTAIN TRACT SOLD TO LARRY R. HASTINGS, ET UX BY DEED RECORDED MARCH 16, 1973, AS AUDITOR'S FILE NO. 782021; THENCE SOUTH 75 DEGREES, 15' EAST ALONG SAID NORTHERLY LINE, 67.2 FEET MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

## Exhibit "I"

MCKAY LEGAL DESCRIPTION AFTER BLA

PORTION OF W1/2 NW1/4 SW1/4 SECTION 21 AND NE1/4 SE1/4 SECTION 20, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON NORTHERLY LINE OF CCC COUNTY ROAD 595.21 FEET NORTHWESTERLY FROM INTERSECTION WITH EAST LINE SAID W1/2 NW1/4 SW1/4 SOUTHERLY PROJECTION THEREOF TO A POINT ON SOUTHERLY LINE OF ESTABLISHED OLD GRADE ROAD WHICH IS 595.21 FEET NORTHWESTERLY FROM INTERSECTION WITH EAST LINE SAID W1/2 NW1/4 SW1/4 THENCE NORTHWESTERLY ALONG SAID ROAD 200 FEET THENCE SOUTHERLY TO A POINT ON NORTHERLY LINE OF SAID CCC ROAD WHICH IS 200 FEET NORTHWESTERLY OF POINT OF BEGINNING THENCE SOUTHEASTERLY ALONG SAID ROAD 200 FEET TO POINT OF BEGINNING EXCEPT SHORT PLAT #17-79.

EXCEPTING FROM THE ABOVE PARCEL THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED ABOVE; SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 1 OF SHORT PLAT 46-73, AS APPROVED OCTOBER 3RD, 1973; THENCE SOUTHEASTERLY ALONG THE NORTH BOUNDARY OF SAID PARCEL 34 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTHERLY PROJECTION OF A BARBED WIRE FENCE LINE RUNNING SOUTH; THENCE SOUTHERLY ALONG SAID FENCELINE 560 FEET MORE OR LESS TO THE SOUTH LINE OF SAID PARCEL; THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID PARCEL, 2.56 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID YOUNG TRACT, A DISTANCE OF 10.46 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF TRACT 1 OF SHORT PLAT 46-73; THENCE NORTHERLY ALONG THE WEST LINE OF SAID PARCEL 557.65' FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, EXCEPT COUNTY ROAD RIGHT OF WAY.



**EXHIBIT J**  
**PARCELS AFTER BLA**  
 (BASED OF R.O.S. RECORDED UNDER A.F.#202104080113)

