02/14/2023 01:11 PM Pages: 1 of 13 Fees: \$216.50

Skagit County Auditor, WA

## AFTER RECORDING RETURN TO:

SSHI LLC dba D.R. Horton 11241 Slater Ave. N.E., Suite 200 Kirkland, WA 98033 Attn: Bobby R. Shah

Chicago Title Company of Washington Order No.:

## **DEED OF TRUST**

(For use in the State of Washington only)

Grantors: Christopher E. Cammock, a married man, as his separate property and Craig E.

Cammock, a married man as his separate property, as to Parcel A; and

Nordco Group, L.L.C., a Washington limited liability company as to Parcels B and

C1-C4, inclusive

Beneficiary: SSHI LLC, a Delaware limited liability company dba D.R. Horton

Trustee: Chicago Title Company of Washington, a Washington profit corporation

Abbreviated Legal: PTN. SW NE, 28-34-4E, W.M.

Full Legal on Pages: 8-13

Assessor's Tax Parcel Numbers: P27988 / 340428-1-010-0026, P28018 / 340428-2-018-0000 and

P28021 / 340428-2-019-0009

THIS DEED OF TRUST ("Deed of Trust") is made as of the 14th day of February, 2023 by Christopher E. Cammock, a married man, as his separate property and Craig E. Cammock, a married man as his separate property, as to Parcel A; and Nordco Group, L.L.C., a Washington limited liability company as to Parcels B and C1-C4, inclusive ("Grantor"), whose address, pursuant to Section 16 of the Purchase Agreement, as defined below, is Nordco Group, L.L.C., Attn.: Craig Cammock, PO Box 836, Mount Vernon, WA 98273 to Chicago Title Company of Washington, a Washington profit corporation ("Trustee"), whose address is 701 – 5th Ave, Suite 2700, Seattle, WA, 98104, Attn.: Mike Costello, for the benefit of SSHI LLC, a Delaware limited liability company dba D.R. Horton, ("Beneficiary"), whose address is 11241 Slater Ave. NE, Suite 200, Kirkland, WA, 98033.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the real property in Skagit County, Washington that is legally described on Exhibit A attached hereto and incorporated herein by reference ("Property"), 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 securing the repayment of all amounts released by Beneficiary to Grantor pursuant to the

terms and conditions of that certain Vacant Land Purchase and Sale Agreement concerning the Property between Grantor, as Seller, and Beneficiary, as Horton, with an effective date of August 24, 2021 (as may amended from time to time, "Purchase Agreement"), in the amount of ONE HUNDRED SIXTY-FIFTY THOUSAND DOLLARS AND 00/100 (\$165,000.00), to the extent that such funds are released from Beneficiary to Grantor, and also such further sums as may be advanced or loaned by Beneficiary to Grantor or due to Beneficiary from Grantor under the Purchase Agreement, or any of his/her/their successors or assigns. Defined terms not otherwise defined in this Deed of Trust shall have the same meaning as set forth in the Purchase Agreement.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES SUBJECT TO THE TERMS OF THE PURCHASE AGREEMENT:

- 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 (if any); to restore promptly any building, structure, or improvement thereon (if any) 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 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.
- 4. 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.
- 5. If Grantor fails 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 above, shall be added to and become a part of the debt and obligations secured in this Deed of Trust.
- 6. NO FURTHER ENCUMBRANCES: As an express condition of Beneficiary releasing the Earnest Money secured by this Deed of Trust, except as may be expressly authorized by the Purchase Agreement, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Property or any interest therein nor cause or allow by operation of law the encumbrance of the Property or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the Property contrary to the provisions of this paragraph shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of amounts and all interest secured by this Deed of Trust immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

#### IT IS MUTUALLY AGREED THAT:

- 1. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
- 2. By accepting payment of any sum or accepting performance of any obligation secured hereby after its due date, Beneficiary does not waive its right to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to so pay or perform.
- 3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
- 4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein (and the passage of any applicable notice and cure period set forth in the Purchase Agreement), all sums secured hereby shall immediately become due and payable and all obligations immediately enforceable 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 (or other applicable statute), 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 obligations secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.
- 5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had the power to convey at the time of his/her/their/its execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.
- 6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington (or other applicable statute) is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- 7. In the event of the death, incapacity, disability, or resignation of Trustee, or if Beneficiary otherwise elects, 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.

WA - Cammock - Deed of Trust (Third EM Release)

- 8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the Buyer/Horton under the Purchase Agreement referenced above, whether or not named as Beneficiary herein.
- 9. The Property hereunder may not be sold without full performance of the obligations secured hereby and full payment of debt secured hereby.
- 10. Grantor represents and warrants to Beneficiary that the person executing this Deed of Trust below is authorized to act on behalf of Grantor, is authorized to encumber the Property, and is authorized to bind Grantor under the terms hereof.
- 11. Following any notice to Grantor required hereunder, Beneficiary shall have the right to have a court of competent jurisdiction appoint a qualified receiver ("Receiver") to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the rents and revenues from the Property and apply the proceeds, over and above cost of the receivership, against the sums due under this Deed of Trust. The Receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a Receiver shall exist whether or not the apparent value of the Property exceeds the sums due under this Deed of Trust by a substantial amount. Employment by Beneficiary of a third-party receiver shall not disqualify such person from serving as the Receiver.
- Upon taking possession of all or any part of the Property, the Receiver may: (a) use, operate, manage, control and conduct business on the Property and make expenditures for maintenance and improvements as necessary; (b) collect the income from the Property, including any past due, and apply such sums to the expenses of use, operation and management of the Property as set forth above, including, but not limited to, payment of the Receiver's fees, premiums on receivers bonds, and reasonable attorneys' fees, as well as to the sums secured by this Deed of Trust, which such sums may be applied in any order as the Receiver shall determine in the Receiver's sole discretion; (d) at the Receiver's option, complete any construction in progress on the Property, and in that connection, pay bills, borrow funds, employ contractors and make any changes in plans or specifications as the Receiver deems appropriate in the Receiver's sole discretion. The Receiver shall be liable to account only for those rents actually received. If the revenues produced by the Property are insufficient to pay expenses, the Receiver may borrow from Beneficiary (if Beneficiary, in its sole discretion, agrees to lend or advance such sums), or the Receiver may borrow, such sums as the Receiver may deem necessary for purposes stated in this paragraph. The amounts borrowed or advanced shall bear interest from the date of expenditure until repaid at the same interest rate as provided in this Deed of Trust. Such sums shall become a part of the indebtedness secured by this Deed of Trust and shall be payable by Grantor on demand.

[SIGNATURE BLOCKS AND NOTARY BLOCKS ON FOLLOWING PAGES]

WA - Cammock - Deed of Trust (Third EM Release)

(as to Parcel A)	married man, as his separate property
	<del>/</del>
Date of Execution: February 20	23
STATE OF WASHINGTON	)
COUNTY OF <u>SKG</u> & +	) ss. )
a married man, as his separate property foregoing instrument and acknowledge himself, for the uses and purposes there this instrument.	before me personally appeared CHRISTOPHER E. CAMMOCK y, to me known to be the individual that executed the within and ed said instrument to be the free and voluntary act and deed for in mentioned, and on oath stated that he was authorized to execute
GIVEN under my hand and official seal	this and day of february, 2023.
MINIMUM.	nounell
MILITONICH MILITARY	Print Name: Rachel Franulovico
3. 13,025	NOTARY PUBLIC in and for the State of Washington; residing at:
215. 215. 215. 215. 215. 215. 215. 215.	My commission expires: 11-09-2005
STATIGHT	

CRAIG E. CAMMOCK, a married man as his separate property
(as to Parcel A)
Date of Execution: Few ucry 32023
STATE OF WASHINGTON )
COUNTY OF SKCCO + )ss.
and raise in
On this day of 2023, before me personally appeared CRAIG E. CAMMOCK, a married man as his separate property, to me known to be the individual that executed the within and foregoing
instrument and acknowledged said instrument to be the free and voluntary act and deed for herself, for the
uses and purposes therein mentioned, and on oath stated that she was authorized to execute this instrument
GIVEN under my hand and official seal this 2rd day of Few 2023
any or 100 services 2025
Print Name: Rachel Franulovich
OTARY PUBLIC in and for the State of Washington;
RY MG commission aminos
PUB CONTROL DE LA CONTROL DE L
E COMMITTE OF WILLIAM
MAN STATE OF WINE

	CO GROUP, L.L.C., a Washington limited liability company arcels Band C1-C4, inclusive)
By: Its:	Crais Cannoctt
Date of l	Execution: Perroway 22023
STATE	OF WASHINGTON ) ss.
COUNT	Y OF SVCC 1 ) SS.
On this	day of Ferrum 2023, before me personally appeared Craig Current
to me kn	nown to be the Way Alack of NORDCO GROUP, L.L.C., a Washington limite
liability instrume	company, a Washington limited liability company that executed the within and foregoing ent, and acknowledged the said instrument to be the free and voluntary act and deed of said entity
for the us	ses and purposes therein mentioned, and on oath stated that said individual is authorized to execut
(	GIVEN under my hand and official seal this and day of Feyrus (162023.
`	or 214 whose my mand and official seed this duty of 2023.
	WINDSHIP OF THE PROPERTY OF THE PARTY OF THE
	MENT EN COLOR
	(Print name of notary) NOTARY PUBLIC in and achel Franulovich
	PUBLIC , residing at AVICIO/He S  My commission expires 11-07-0-1
	My commission expires 11-0 7
	MAN A STANDARD OF THE STANDARD
	W. O. Masilin.

## **EXHIBIT A**

## (Legal Description of Property)

#### PARCEL A: (P28021 / 340428-2-019-0009)

THOSE PORTIONS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KELLY S. FELLERS AND KIRK D. FELLERS, WIFE AND HUSBAND, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200406180155;

THENCE NORTH 1°25'41" EAST ON AN EXTENSION ON THE EAST LINE OF SAID FELLER'S PARCEL FOR A DISTANCE OF 6.50 FEET:

THENCE NORTH 89°26'35" EAST FOR A DISTANCE OF 19.39 FEET:

THENCE NORTH 1°06'48" EAST FOR A DISTANCE OF 103.70 FEET;

THENCE NORTH 89°07'27" EAST FOR A DISTANCE OF 138.10 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13°50'45" EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF 31°07'24", AN ARC DISTANCE OF 33.68 FEET;

THENCE SOUTH 53°55'40" WEST FOR A DISTANCE OF 41.50 FEET;

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 100.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 82°20'03" WEST, A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 27°35'48" AN ARC DISTANCE OF 34.68 FEET:

THENCE NORTH 76°38'33" WEST FOR A DISTANCE OF 112.27 FEET, MORE OR LESS, TO THE EAST LINE OF SAID FELLER'S PARCEL AT A POINT BEARING SOUTH 1°25'41" WEST FROM THE POINT OF BEGINNING:

THENCE NORTH 0°25'41" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 28.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.

PARCEL B: (P27988 / 340428-1-010-0026)

WA - Cammock - Deed of Trust (Third EM Release)

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (EAST 1/4 CORNER) OF SAID SECTION 28;

THENCE SOUTH 89°07'27" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 2,687.59 FEET, MORE OR LESS, TO THE MONUMENTED SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (CENTER OF SECTION);

THENCE NORTH 1°25'41" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 449.30 FEET;

THENCE NORTH 89°07'27" EAST FOR A DISTANCE OF 56.31 FEET TO THE TRUE POINT OF BEGINNING:

THENCE CONTINUE NORTH 89°07'27" EAST FOR A DISTANCE OF 140.08 FEET;

THENCE NORTH 1°06'48" EAST FOR A DISTANCE OF 130.44 FEET;

THENCE SOUTH 88°57'53" WEST FOR A DISTANCE OF 100.00 FEET;

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 24.39 FEET;

THENCE SOUTH 49°00'16" WEST FOR A DISTANCE OF 63.56 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 26°32'56" EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF 27°39'44", AN ARC DISTANCE OF 29.93 FEET TO A POINT OF TANGENCY BEARING NORTH 1°06'48" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 35.76 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.

# PARCEL C1: (PORTION P28018 / 340428-2-018-0000)

LOTS 1 AND 2, SKAGIT COUNTY SHORT PLAT NO. 18-87, APPROVED JUNE 22, 1987 AND RECORDED JUNE 24, 1987 IN VOLUME 7 OF SHORT PLATS, PAGE 183, UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8706240025, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THAT PORTION OF SAID LOT 2 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WA - Cammock - Deed of Trust (Third EM Release)

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SKAGIT COUNTY SHORT PLAT NO. 18-87;

THENCE NORTH 1°23'39" EAST (SHOWN AS NORTH 1°19'00" EAST ON THE FACE OF SAID SHORT PLAT) ALONG THE WEST LINE OF SAID LOT 2 FOR A DISTANCE OF 225.72 FEET:

THENCE NORTH 86°48'33" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 2, FOR A DISTANCE OF 145.80 FEET;

THENCE SOUTH 1°25'41" WEST, FOR A DISTANCE OF 225.73 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 2 AT A POINT BEARING NORTH 86°48'33" EAST (SHOWN AS NORTH 86°45'54" EAST ON THE FACE OF SAID SHORT PLAT);

THENCE SOUTH 86°48'33" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 145.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.

## PARCEL C2: (PORTION P28018 / 340428-2-018-0000)

THE WEST 198.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 1°21'40" EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 12.98 FEET;

THENCE NORTH 89°42'33" EAST FOR A DISTANCE OF 20.01 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°42'33" EAST FOR A DISTANCE OF 165.62 FEET;

THENCE NORTH 86°48'33" EAST FOR A DISTANCE OF 12.49 FEET, MORE OR LESS TO THE EAST LINE OF SAID WEST 198.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28;

THENCE NORTH 1°21'40" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 144.00 FEET;

THENCE SOUTH 89°29'37" WEST FOR A DISTANCE OF 178.09 FEET, MORE OR LESS, TO SAID EAST LINE OF THE WEST 20.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AT A POINT BEARING NORTH 1°21'40" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°21'40" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 143.96 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.

## PARCEL C3: (PORTION P28018 / 340428-2-018-0000)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;

THENCE NORTH 1°23' EAST 649.45 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 89°26'28" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 105.0 FEET;

THENCE SOUTH 1°43' WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE NORTH 89°07' EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 105.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED OCTOBER 17, 1947 IN VOLUME 221 OF DEEDS, PAGE 322, UNDER AUDITOR'S FILE NO. 410086;

AND EXCEPT, THOSE PORTIONS OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED TO KELLY S. FELLERS AND KIRK D. FELLERS, WIFE AND HUSBAND, BY STATUTORY WARRANTY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200406180155;

THENCE NORTH 1°25'41" EAST ON AN EXTENSION ON THE EAST LINE OF SAID FELLER'S PARCEL FOR A DISTANCE OF 6.50 FEET;

THENCE NORTH 89°26'35" EAST FOR A DISTANCE OF 19.39 FEET;

THENCE NORTH 1°06'48" EAST FOR A DISTANCE OF 103.70 FEET:

THENCE NORTH 89°07'27" EAST FOR A DISTANCE OF 138.10 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 13°50'45" EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF 31°07'24", AN ARC DISTANCE OF 33.68 FEET;

THENCE SOUTH 53°55'40" WEST FOR A DISTANCE OF 41.50 FEET;

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 100.51 FEET, TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 82°20'03" WEST, A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 27°35'48" AN ARC DISTANCE OF 34.68 FEET;

THENCE NORTH 76°38'33" WEST FOR A DISTANCE OF 112.27 FEET, MORE OR LESS, TO THE EAST LINE OF SAID FELLER'S PARCEL AT A POINT BEARING SOUTH 1°25'41" WEST FROM THE POINT OF BEGINNING:

THENCE NORTH 1°25'41" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 28.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.

## PARCEL C4: (REMAINDER P28018 / 340428-2-018-0000)

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.:

EXCEPT THE EAST 1/2 THEREOF:

ALSO, EXCEPT THE SOUTH 60 FEET THEREOF CONVEYED FOR ROAD PURPOSES BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 410085 AND 9003160017;

EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (EAST 1/4 CORNER) OF SAID SECTION 28;

THENCE SOUTH 89°07'27" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 2,687.59 FEET, MORE OR LESS, TO THE MONUMENTED SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (CENTER OF SECTION);

THENCE NORTH 1°25'41" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER FOR A DISTANCE OF 449.30 FEET;

THENCE NORTH 89°07'27" EAST FOR A DISTANCE OF 56.31 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°07'27" EAST FOR A DISTANCE OF 140.08 FEET:

THENCE NORTH 1°06'48" EAST FOR A DISTANCE OF 130.44 FEET;

THENCE SOUTH 88°57'53" WEST FOR A DISTANCE OF 100.00 FEET:

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 24.39 FEET;

THENCE SOUTH 49°00'16" WEST FOR A DISTANCE OF 63.56 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWEST, HAVING AN INITIAL TANGENT BEARING OF SOUTH 26°32'56" EAST, A RADIUS OF 62.00 FEET, THROUGH A CENTRAL ANGLE OF 27°39'44", AN ARC DISTANCE OF 29.93 FEET TO A POINT OF TANGENCY BEARING NORTH 1°06'48" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°06'48" WEST FOR A DISTANCE OF 35.76 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY SKAGIT, STATE OF WASHINGTON.