

Prepared By: |
William R Kelly |
3327 Evergreen Point Rd |
Medina, WA 98039 |



202410300041

10/30/2024 12:31 PM Pages: 1 of 17 Fees: \$320.50
Skagit County Auditor

After Recording Return To:|
William R Kelly |
3327 Evergreen Point Rd |
Medina, WA 98039 |

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

THIS DEED OF TRUST (the "Trust") dated October 28th 2024 is made by and between:

Michael And Sonia Dahl, Husband and Wife of 1108 143rd St SW, Lynnwood, Washington
98087
(the "Borrower")

-AND-

William R Kelly A single person of 3327 Evergreen Point Rd, Medina, Washington 98039
(the "Lenders")

-AND-

Chicago Title Company Of Washington of 3002 Colby Ave Suite 200, Everett, Washington
98201
(the "Trustee")

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the sum lent to the Borrower by the Lender, in the amount of \$262,500 U.S. Dollars (the "principal Amount") as evidenced by the promissory note (the "Note") dated October 28th 2024 is, the receipt of which the Borrower does hereby acknowledge itself indebted, the Borrower **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE,** the property address 46346 State Route 20, Concrete WA 98237

Parcel #s P70866, P70864, P70861, P70858

Legal

Ptn of less 4- 7, Blk 1, Everett's Garden Tracts, Supplemental Addn to Cement City

(Please see the attached *Schedule L, M, N, O* for the legal descriptions)

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions will also be covered by this Trust.

BORROWER COVENANTS that Borrower is the legal owner of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

To Protect the Security of this Deed of Trust, the parties do hereby agree as follows:

TERMS RELATING TO PAYMENT

1. PROMISE TO PAY. The Borrower, for value received, promises to pay to the Lender the Principal Amount, interest and all fees and costs on the terms outlined in this Trust or in any amendment, extension, or renewal of the Trust and any additional amounts secured by this Trust on the terms elsewhere provided for such debts and liabilities.

2. INTEREST. The Borrower agrees to pay the Principal Amount with interest before and after maturity and before and after default at the rate of 1 percent (the "Interest Rate"). The Interest Rate will be calculated from the date this Trust begins on October twenty eighth two thousand twenty four (the "Adjustment Date") and accrues until the whole of the Principal Amount is paid. The Loan will be repaid on the following terms:

- a. The Principal Amount with interest will be repaid by December 28th, 2024
- b. The Adjustment Date for this Trust is October twenty eighth two thousand twenty-four
- c. The balance, if any, of the Principal Amount and any interest thereon and any other money owed under this Trust will be due and payable on or before December 28th, 2024 (the "Maturity Date").

3. PAYMENT LOCATION. Payments to be deposited to Bank of American account # 000082751660, or at such other place as may be designated by Lender at a later date.

4. remedies Upon Default. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower shall pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted by applicable law, increase the interest rate on this note to 20 % per annum. The interest rate will not exceed the maximum permitted by applicable law. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them.

5. OBLIGATION TO PAY. The Borrower agrees to pay all money payable pursuant to this Trust and all additional amounts secured by this Trust without abatement, set-off or counterclaim. Should the Borrower make any claim against the Lender either initially or by way

of abatement, set-off or counterclaim, the Borrower agrees that any such claim will not reduce or postpone their obligation to make all payments as provided by this Trust.

6. APPLICATION OF PAYMENTS. All payments paid by the Borrower and received by the Lender will first be applied in payment of the interest calculated at the Interest Rate, and second in payment of the Principal Amount. Such payments will be applied in the order in which it becomes due. However, if the Borrower defaults on payment, then the Lender will have the right to apply any payments received while in default as the Lender so chooses.

7. PREPAYMENT PRIVILEGES. When not in default, the Borrower may prepay, without penalty, only the full and then remaining unpaid balance including the Principal Amount plus Interest. Only after 18 payments have been paid

8. ADDITIONAL CHARGES AND ENCUMBRANCES. The Borrower must pay all taxes, assessments, charges, fines, and all other impositions attributable to the Property and all trusts, liens, and other encumbrances on the Property. To the extent that these items are Escrow Items, the Borrower will pay them in the manner provided in Section 4.

9. RELEASE AND RECONVEYANCE. Upon payment of all sums secured by this Trust, including the Principal Amount and interest, the Lender will request the Trustee to reconvey the Property and must surrender this Trust and the Note evidencing debt secured by this Trust to the Trustee. Trustee must reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons will pay any recordation costs. The Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

10. NO SALE WITHOUT CONSENT. The Trustee will not sell, transfer, assign, or otherwise dispose of all or part of the Property or any interest in the Property, without the Borrower's and Lender's prior written consent.

11. PROPERTY INSURANCE. The Borrower must keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which the Lender requires insurance. The insurance carrier providing the insurance will be chosen by the Borrower. However, the Lender will have the right to disapprove the Borrower's choice, which right may not be unreasonable.

If the Borrower fails to maintain any of the coverage described above, then Lender may obtain insurance coverage, at Lender's discretion and Borrower's expense. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance that the Borrower could have obtained. However, any amounts paid by Lender will become additional debt of the Borrower and secured by this Trust. The amounts paid by the Lender will bear interest at the Interest Rate from the date of payment and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies must include a standard mortgage and/or trust clause and will name Lender as mortgage and/or as an additional loss payee, stating that any loss is payable to the Lender. The borrower further agrees to generally assign rights to insurance proceeds to the Lender up to the amount of the outstanding loan balance. If, at the request of the Lender, Borrower will provide Lender (a) a copy of the insurance policy; (b) all receipts of paid premiums and renewal notices.

In the event of loss, the Borrower must give prompt notice to the insurance carrier and to the Lender. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds must be applied to restoration or repair of the Property, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds will be applied to the remainder of this Trust, whether or not the balance of the Trust is then due, with the excess, if any, paid to the Borrower.

12. OCCUPANCY, MAINTENANCE, AND REPAIR. The Borrower will occupy, establish, and use the Property as Borrower's principal residence after the execution of this Trust. The Borrower will not allow the Property to become vacant without the written consent of the Lender. The Borrower will not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not the Borrower is residing at the Property, the Borrower will maintain the Property in order to prevent the Property from deteriorating or decreasing value due to its condition. Unless repair or restoration is not economically feasible, the Borrower will promptly make all necessary repairs, replacements, and improvements to avoid any further deterioration or damage. The Lender may, whenever necessary, make reasonable entries upon and inspections of the Property. If the Borrower neglects to maintain the Property in good condition or allows the Property to deteriorate resulting in decreased property value, the Lender will have the right to make such repairs and improvements as it considers necessary to maintain the Property.

13. HAZARDOUS SUBSTANCES. The Borrower will not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Hazardous substances include pollutants, wastes, and those substances defined as toxic or hazardous substances by environmental law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Furthermore, the Borrower will not, nor allow anyone else to do, anything affecting the Property involving any hazardous substances that would materially affect the value of the Property. The Borrower will promptly take all necessary remedial actions under federal, state, and local laws regarding hazardous substances.

DEFAULT AND REMEDIES

14. DEFAULT. The Borrower will be considered in default under the terms of this Trust if any of the following conditions are met:

- a. The Borrower fails to pay the sum of the Principal Amount, interest, or any other amounts due under this Trust.

- b. The Borrower fails to perform or comply with any of the terms and conditions or any obligations or responsibilities due under this Trust.
- c. The Borrower has given or made, at any time during the loan process, any materially false, misleading, or inaccurate information or statements to the Lender or any other party under this Trust in connection with the loan.
- d. If any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Trust.
- e. If a lien is registered against the Property, or if default occurs under any other lien or encumbrance existing against the Property.
- f.
- g. The Property or any material part of the Property is expropriated.

15. ACCELERATION. If at any time the Borrower should be in default under this Trust, the Lender must give notice to the Borrower. The notice must specify: (a) the default; (b) the action required to cure the default (if allowable); (c) a date, not less than 30 days from the date of the notice, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Trust and sale of the Property. If the default is not curable and/or if the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums, including the Principal Amount, interest, and all other amounts secured by this Trust. If the default is cured, the Trust will be reinstated. If the default is not cured, the Lender may invoke the power of sale and begin foreclosure proceedings.

The Lender will at all times retain the right to require immediate payment in full in the event of default. Any forbearance on the part of the Lender upon default, which includes but is not limited to acceptance of late payment, acceptance of payment from third parties, or acceptance of payments less than the amount due, will not constitute a waiver to enforce acceleration on default.

16. PROTECTION OF LENDER'S INTEREST. If at any time the Borrower fails to perform the covenants and agreements under this Trust, or if there is a legal proceeding that significantly affects the Lender's interest in the Property, or if the Borrower has abandoned the Property, then the Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and/or rights under this Trust, which includes, but is not limited to:

- a. Paying any sums secured by a lien which has priority over this Trust;
- b. Appearing in court;
- c. Paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust; and

d. Paying for reasonable costs to repair and maintain the Property.

The Lender will at all times retain the right to take action under this Section. However, the Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks. Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Trust.

17. POWER OF SALE. If at any time the Borrower is in default under this Trust, the Lender will have the right and authority to foreclose and force the sale of the Property without any judicial proceeding. Any delay in the exercising of this right will not constitute a waiver to exercise this right at a later date should the Borrower remain in default or subsequently default again in the future.

18. REMEDIES. The Lender will have the right to invoke all remedies permitted under Applicable Law, whether or not such remedies are expressly granted in this Trust, including but not limited to any foreclosure proceedings.

If the Lender invokes the power of sale, the Trustee will execute a written notice of the occurrence of an event of default and of the Lender's decision to sell the Property. The Lender or Trustee will mail copies of the notice to the Borrower and Guarantor and will also give public notice of sale in the manner provided by Applicable Law. After the time required by Applicable Law, the Trustee will sell the Property at a public auction to the highest bidder at the time and place and under the terms designated by the Trustee in the notice of sale. The Trustee may postpone sale of the Property by public announcement at the time and place of any previously scheduled sale. Furthermore, the Lender or its designee may purchase the Property at any sale.

MISCELLANEOUS TERMS

19. GOVERNING LAW. This Trust will be construed in accordance with the laws of the state of Washington ("Applicable Law"). Applicable Law will include all controlling applicable federal, state and local statutes. All rights and obligations under this Trust are subject to any requirements and limitations of Applicable Law.

20. SEVERABILITY. If any portion of this Trust will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Trust is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. JOINT SIGNATURES. If the Borrower is more than one person or legal entity, each Borrower who signs this Trust will be jointly and severally bound to comply with all the obligations and liabilities of the other Borrower(s).

22. STATUTORY PROVISIONS. The provisions contained in this Trust are additional and supplemental, to the extent permitted by law, to the provisions set out in the Applicable Law as they relate to trusts.

23. SUBSTITUTE TRUSTEE. The Lender may, at its option, from time to time appoint a successor Trustee by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the property is located. The instrument will contain the name of the original Lender, Trustee, and Borrower, the book and page where this Trust is recorded and the name and address of the successor Trustee. Without conveyance of the Property, the successor trustee will succeed to all the title, powers and duties of the Trustee.

24. USE OF PROPERTY. The Property is not used principally for agricultural purposes.

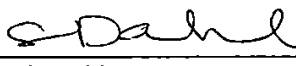
25. NOTICE. All notice given by either party in connection with this Trust must be in writing. Notice will be considered sufficient when mailed by first class or certified mail to the address of the recipient. The recipient's address will be the property address as stated under this Trust unless another address has been designated. If there is a change of address by any party, that party must promptly notify all parties under this Trust of the change of address. Any notice will be considered effective on the same day that it was sent, unless the day falls on a national holiday, Saturday, or Sunday, in which case, the next business day will be considered as the day of receipt.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDUR, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF this Trust has been executed by the Borrower in the manner prescribed by law as of October 28th 2024, as stated above.

Borrower:

By:  Date: 10/30/24
Michael Dahl

By:  Date: 10/30/2024
Sonia Dahl

[Notary Acknowledgment to Follow]

Borrower Acknowledgement

State of Washington)
County of Snohomish Sagit

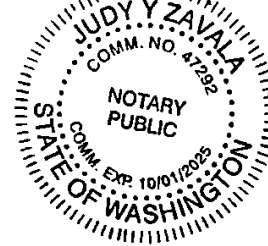
On October 30, 2024 before me, Michael & Sonia Dahl, personally appeared Michael And Sonia Dahl, Husband And Wife, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public

(Notary Seal)

My commission expires 10-01-2025



File Numbers 597903 and 758257, records of Skagit County, Washington, and also that portion of the vacated East 30 feet of Everett Avenue adjoining said Lot 7, described as a whole as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5, Block 1 of said plat per said survey;
thence North 82° 55' 00" West 250.00 feet to the southeast corner of Lot 7, Block 1 of said plat per said survey and the **True Point of Beginning** of this portion;
thence North 7° 05' 00" East 99.50 feet along the east line of said Lot 7 per said survey;
thence North 74° 38' 57" West 25.09 feet;
thence South 10° 36' 43" West 29.16 feet;
thence North 78° 15' 14" West 118.77 feet to the easterly right-of-way margin of Everett Ave per said survey;
thence South 7° 05' 00" West 83.66 feet to the monument making the southwest corner of said Lot 7 per said survey;
thence South 82° 55' 00" East 145.00 feet to the **True Point of Beginning** of this portion.

Situated in Skagit County, Washington.



9/9/2021

Exhibit O
Lot 7 After Boundary Line Adjustment

That portion of Lot 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington.

TOGETHER WITH the vacated East 30 feet of Everett Avenue, adjoining said Lot 7 on the West;

EXCEPT that portion of vacated Everett Avenue conveyed to the State of Washington by Deed dated July 25, 1960, (recorded August 23, 1960) under Auditor's File Number 597903, records of Skagit County, Washington.

ALSO EXCEPT that portion of Lot 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5, Block 1 of said plat per said survey;
thence North 82° 55' 00" West 250 feet to the southeast corner of Lot 7, Block 1 of said Plat per said survey;
thence North 7° 05' 00" East 99.50 feet along the east line of said Lot 7 per said survey to the True Point of Beginning of this portion;
thence continue North 7° 05' 00" East along said east line 112.83 feet to the southerly right-of-way margin of State Route 20 per said survey;
thence North 75° 32' 03" West along said margin 18.10 feet;
thence South 10° 36' 43" West 111.76 feet;
thence South 74° 38' 57" East 25.09 feet to the True Point of Beginning of this portion.

ALSO EXCEPT that portion of Lot 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's

thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5, Block 1 of said plat per said survey;
thence North 82° 55' 00" West 250 feet to the southeast corner of Lot 7, Block 1 of said Plat per said survey;
thence North 7° 05' 00" East 99.50 feet along the east line of said Lot 7 per said survey to the **True Point of Beginning** of this portion;
thence continue North 7° 05' 00" East along said east line 112.83 feet to the southerly right-of-way margin of State Route 20 per said survey;
thence North 75° 32' 03" West along said margin 18.10 feet;
thence South 10° 36' 43" West 111.76 feet;
thence South 74° 38' 57" East 25.09 feet to the **True Point of Beginning** of this portion.

EXCEPT that portion of Lot 6, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence North 82° 55' 00" West 125 feet to the southeast corner of Lot 6 per said survey and the **True Point of Beginning** of this portion;
thence continue North 82° 55' 00" West along the south line of said Lot 6 a distance of 125.00 feet to the southwest corner of said Lot 6 per said survey;
thence North 7° 05' 00" East 99.50 feet along the west line of said Lot 6 per said survey;
thence South 74° 38' 57" East 126.31 feet to the east line of said Lot 6 per said survey;
thence South 7° 05' 00" West along said east line 81.34 feet to the **True Point of Beginning** of this portion.

Situated in Skagit County, Washington.



Exhibit N
Lot 6 After Boundary Line Adjustment

That portion of Lot 6, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 5, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence continue North 7° 05' 00" East 86.76 feet along the east line of said Lot 5;
thence North 75° 07' 43" West 73.53 feet to the True Point of Beginning of this portion;
thence continue North 75° 07' 43" West 47.24 feet;
thence South 14° 52' 59" West 22.33 feet;
thence North 74° 38' 57" West 2.34 feet to the west line of said Lot 5 per said survey;
thence North 7° 05' 00" East 114.80 feet along the west line of said Lot 5 to the southerly right-of-way margin of State Route 20 per said survey;
thence South 75° 32' 03" East along said margin 52.58 feet;
thence South 7° 05' 00" West 92.66 feet to the True Point of Beginning of this portion.

ALSO TOGETHER WITH that portion of Lot 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;

thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey, this being the **True Point of Beginning** of this portion; thence continue North 7° 05' 00" East along the east line of said Lot 5 a distance of 86.76 feet;
thence North 75° 07' 43" West 120.77 feet;
thence South 14° 52' 59" West 22.33 feet;
thence North 74° 38' 57" West 2.34 feet to the west line of said Lot 5 per said survey;
thence South 7° 05' 00" West 81.34 feet along the west line of said Lot 5 to the southwest corner of said Lot 5 per said survey;
thence South 82° 55' 00" East along the south line of said lot 5 a distance of 125.00 feet to the **True Point of Beginning** of this portion.

ALSO EXCEPT that portion of Lot 5, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence continue North 7° 05' 00" East 86.76 feet along the east line of said Lot 5;
thence North 75° 07' 43" West 73.53 feet to the **True Point of Beginning** of this portion;
thence continue North 75° 07' 43" West 47.24 feet;
thence South 14° 52' 59" West 22.33 feet;
thence North 74° 38' 57" West 2.34 feet to the west line of said Lot 5 per said survey;
thence North 7° 05' 00" East 114.80 feet along the west line of said Lot 5 to the southerly right-of-way margin of State Route 20 per said survey;
thence South 75° 32' 03" East along said margin 52.58 feet;
thence South 7° 05' 00" West 92.66 feet to the **True Point of Beginning** of this portion.

Situated in Skagit County, Washington.



9/9/2021

Exhibit M
Lot 5 After Boundary Line Adjustment

That portion of Lot 5, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington.

TOGETHER WITH that portion of Lot 4, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying Southerly of the Southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of said Lot 4, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East along the west line of said Lot 4 a distance of 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence continue North 7° 05' 00" East along said west line of Lot 4 a distance of 86.76 feet to the True Point of Beginning of this portion;
thence continue North 7° 05' 00" East 93.18 feet to the southerly right-of-way margin of State Route 20 per said survey;
thence South 75° 32' 03" East along said margin 35.49 feet to an angle point of said margin;
thence South 62° 51' 16" East 95.61 feet along said margin to the monument marking the northeast corner of said Lot 4 per said survey;
thence South 7° 05' 00" West 72.92 feet along the east line of said Lot 4 per said survey;
thence North 75° 07' 43" West 126.16 feet to the True Point of Beginning of this portion.

EXCEPT that portion of Lot 5, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;

Beginning at the monument, marking the southwest corner of said Lot 4, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East along the west line of said Lot 4 a distance of 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence continue North 7° 05' 00" East along said west line of Lot 4 a distance of 86.76 feet to the True Point of Beginning of this portion;
thence continue North 7° 05' 00" East 93.18 feet to the southerly right-of-way margin of State Route 20 per said survey;
thence South 75° 32' 03" East along said margin 35.49 feet to an angle point of said margin;
thence South 62° 51' 16" East 95.61 feet along said margin to the monument marking the Northeast corner of said Lot 4 per said survey;
thence South 7° 05' 00" West 72.92 feet along the east line of said Lot 4 per said survey;
thence North 75° 07' 43" West 126.16 feet to the True Point of Beginning of this portion.

Situated in Skagit County, Washington.



9/9/2021

thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey;
thence North 82° 55' 00" West 125 feet to the southeast corner of Lot 6 per said survey and the **True Point of Beginning** of this portion;
thence continue North 82° 55' 00" West along the south line of said Lot 6 a distance of 125.00 feet to the southwest corner of said Lot 6 per said survey;
thence North 7° 05' 00" East 99.50 feet along the west line of said Lot 6 per said survey;
thence South 74° 38' 57" East 126.31 feet to the east line of said Lot 6 per said survey;
thence South 7° 05' 00" West along said east line 81.34 feet to the **True Point of Beginning** of this portion.

ALSO TOGETHER WITH that portion of Lot 7, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, and also with that portion of the vacated East 30 feet of Everett Avenue adjoining said Lot 7, described as a whole as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5, Block 1 of said plat per said survey;
thence North 82° 55' 00" West 250.00 feet to the southeast corner of Lot 7, Block 1 of said plat per said survey and the **True Point of Beginning** of this portion;
thence North 7° 05' 00" East 99.50 feet along the east line of said Lot 7 per said survey;
thence North 74° 38' 57" West 25.09 feet;
thence South 10° 36' 43" West 29.16 feet;
thence North 78° 15' 14" West 118.77 feet to the easterly right-of-way margin of Everett Ave per said survey;
thence South 7° 05' 00" West 83.66 feet to the monument making the southwest corner of said Lot 7 per said survey;
thence South 82° 55' 00" East 145.00 feet to the **True Point of Beginning** of this portion.

EXCEPT that portion of Lot 4, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying Southerly of the Southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Exhibit L
Lot 4 After Boundary Line Adjustment

That portion of Lot 4, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington;

TOGETHER WITH that portion of Lot 5, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;
thence North 7° 05' 00" East 150.06 feet to the monument marking the southeast corner of Lot 5 of said plat per said survey, this being the True Point of Beginning of this portion;
thence continue North 7° 05' 00" East along the east line of said Lot 5 a distance of 86.76 feet;
thence North 75° 07' 43" West 120.77 feet;
thence South 14° 52' 59" West 22.33 feet;
thence North 74° 38' 57" West 2.34 feet to the west line of said Lot 5 per said survey;
thence South 7° 05' 00" West 81.34 feet along the west line of said Lot 5 to the southwest corner of said Lot 5 per said survey;
thence South 82° 55' 00" East along the south line of said lot 5 a distance of 125.00 feet to the True Point of Beginning of this portion.

ALSO TOGETHER WITH that portion of Lot 6, Block 1, EVERETT'S GARDEN TRACTS, SUPPLEMENTAL ADDITION TO THE TOWN OF CEMENT CITY, according to the plat thereof recorded in Volume 3 of Plats, page 77, records of Skagit County, Washington, lying southerly of the southerly line of that certain tract conveyed to the State of Washington for highway purposes by Deeds recorded August 23, 1960, and September 20, 1971, under Auditor's File Numbers 597903 and 758257, records of Skagit County, Washington, described as follows:

Beginning at the monument, marking the southwest corner of Lot 4, Block 1 of said Plat, said monument being described by the Record of Survey filed under Auditor's File Number 202011030187, records of Skagit County, Washington;