

Return recorded document to:  
RABO AGRIFINANCE LLC  
14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attn: Loan Operations

Sakuma Brothers Holding

Operating Line of Credit 1: 22114440 (22114765)

Term Loan: 22114439

Development Line of Credit 1: 22122774 (000025922)

Real Estate Term Loan 2: 117686

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

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

Reference Number(s) of Documents assigned or released: AF# 202108060094

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

SAKUMA 3G, L.L.C.

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

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

Por. NE of Sec. 27 and NW of Sec. 26 in Twp 35 N., R. 3 E. WM

Additional legal is on page \_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number:

☐ Assessor Tax # not yet assigned

P118006, P34853, P118007, P22228, P22226, P121304, P34777, P34832, P34831,  
P34834, P34833, P34847, P34663, P34665, P34662, P111126, P34670, P34666,  
P104026, P34771, P34772, P34779, P134112, P34852, P34655, P21331, P21332,  
P34729, P34791, P34730, P34784, P132724, P21094 and P117297

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

**MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT**  
(Skagit County, Washington)

Operating Line of Credit 1: 22114440 (22114765)

Term Loan: 22114439

Development Line of Credit 1: 22122774 (25922)

Real Estate Term Loan 2: 117686

**THIS MODIFICATION AGREEMENT TO THE MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT** is made as of June 20, 2025 between RABO AGRIFINANCE LLC, a Delaware limited liability company, as agent for itself and the other Secured Parties (defined herein) under the Collateral Agency Agreement (defined herein; and Rabo AgriFinance LLC, in that capacity, "Mortgagee") formerly known as Rabo Agrifinance, Inc. a Delaware corporation located and having its principal office at 14767 N. Outer 40 Rd., Suite 400, Chesterfield, MO 63017 ("Lender"), and SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, a Limited Liability Company ("Grantor").

**WITNESSETH:**

**WHEREAS**, Lender is the holder of (i) the Operating Line of Credit 1 Note from Borrower to Secured Parties, (ii) the Term Loan 1 Note from Borrower to Secured Parties and (iii) the Development Line of Credit 1 Note from Borrower to Secured Parties (, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "Note") made by SAKUMA 3G, L.L.C., a Washington limited liability company; Sakuma Brothers Holding Company, a Washington corporation; Sakuma Brothers Farms, Inc., a Washington corporation; and Sakuma Brothers Processing, Inc., a Washington corporation ("Borrower"), secured by a mortgage, deed of trust, or security deed ("Mortgage") dated June 28, 2021 executed by Grantor to Lender and recorded on August 6, 2021 as File No. 202108060094 in the records of Skagit County, Washington; with respect to the Land described in the attached Exhibit A; and

**WHEREAS**, the parties hereto are desirous of modifying the Note and 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 affirmatively represents to Lender that the debt currently evidenced by the MCA and Note constitutes the fair and just debt of the Borrower to the Lender that is due and payable in accordance with the MCA and Note without defect, adjustment or offset, and that the Mortgage given by Grantor to Lender to secure the indebtedness evidenced by the MCA constitutes a good and valid lien on the collateral described in the Mortgage to secure the MCA and Note.
3. **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 \$32,890,000.00 in loans to Borrower (as defined in the Facility Sheet(s)) under the terms and conditions of the Master Credit Agreement between Borrower and Lender dated June 28, 2021, 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.
4. **Section 1. Secured Obligations** of the Mortgage is hereby amended and replaced in its entirety as follows:

**Secured Obligations.** 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 May 29, 2024, from Borrower to Lender in the original principal amount of \$7,000,000.00; (ii) the Term Loan Note dated June 13, 2018, from Borrower to Lender in the original principal amount of \$10,000,000.00; (iii) the Development Line of Credit 1 Note dated June 28, 2021, from Borrower to Lender in the original principal amount of \$5,200,000.00; (iv) the Real Estate Term Loan 2 Note dated as of the date of this Modification Agreement to the Mortgage, Assignment of Rents and Security Agreement, from Borrower to Lender in the original principal amount of \$10,690,000.00 (the Operating Line of Credit 1 Note, the Term Loan Note, the Development Line of Credit 1 Note, and the Real Estate Term Loan 2 Note, together with all extensions, renewals, modifications, substitutions and amendments thereof are herein collectively, the "**Note**"); (v) all Hedging Obligations; and (vi) all other indebtedness, liabilities and obligations of Borrower 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 Borrower 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 any other Affiliate of Lender (Lender, Rabobank 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 Borrower 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.

5. **Section 3. Note Maturity Date** is hereby amended to August 1, 2040.
6. Grantor and Borrower represent and warrant that (a) Grantor's chief executive office or principal residence is adjacent to Grantor's signature below; (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.
7. 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, partners, members, or other principals) condition or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, condition or operations.
8. **WAIVER OF PRIOR CLAIMS.** GRANTOR WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST LENDER, ITS PARENT, SUBSIDIARIES, AFFILIATES AND THE RESPECTIVE SUCCESSORS, ASSIGNS, PARTICIPANTS, AGENTS AND EMPLOYEES OF EACH AND ALL OF THE FOREGOING, RELATING OR PERTAINING TO OR AS A RESULT OF THE EXISTING LOANS, AND ANY OTHER ACT OR OMISSION WHICH HAS OCCURRED PRIOR TO THE EXECUTION OF THIS AGREEMENT, INCLUDING ALL CLAIMS OF USURY, FRAUD, DECEIT, MISREPRESENTATION, UNCONSCIONABILITY, DURESS, OR LENDER LIABILITY, ANY OTHER CLAIM IN TORT OR IN CONTRACT, OR FOR

VIOLATION OF ANY LAW, RULE OR REGULATION.

9. 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 Mortgage Modification Agreement to be duly executed as of the day and year first above written.

LENDER

Address for Notices:

14767 N. Outer 40 Rd., Suite 400  
Chesterfield, MO 63017  
Attention: Loan Operations

RABO AGRIFINANCE LLC

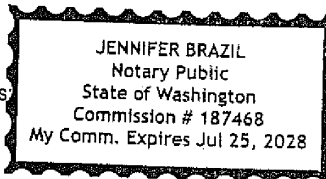
By: JW  
Name: Jon VanderKooij  
Title: Vice President

STATE OF WASHINGTON )

COUNTY OF Shagit ) ss

On this 10 day of July in the year 2025 before me,  
Jennifer Brazil, a Notary Public in and for said state, personally appeared  
Jon VanderKooij (name of officer), Vice President (title), of RABO  
AGRIFINANCE LLC, a Delaware limited liability company, known to me to be the person who executed the within agreement or instrument on behalf of that limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

Official signature and official seal of notary: Jennifer Brazil



Address for Notices:

17400 Cook Road  
Burlington, Washington 98233

GRANTOR

SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a  
Sakuma 3G LLC, a Limited Liability Company

By: Steven Mark Sakuma  
STEVEN MARK SAKUMA  
Member

By: Richard Akira Sakuma  
RICHARD AKIRA SAKUMA  
Member

By: Bryan S Sakuma  
BRYAN S SAKUMA  
Member

By: Ronald Duane Sakuma  
RONALD DUANE SAKUMA  
Member

By: Glenn Allen Sakuma  
GLENN ALLEN SAKUMA  
Member

By: John Mitchell Sakuma  
JOHN MITCHELL SAKUMA  
Member

By: SAKUMA LANDS LLC, a Washington limited liability company,  
as Member

By: Bryan S Sakuma  
BRYAN S SAKUMA  
Manager

STATE OF WASHINGTON )  
COUNTY OF Skogit ) SS

On this 9th day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN MARK SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 <u>9<sup>th</sup></u> day of <u>July</u> , <u>2025</u> . <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk VanderKooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD AKIRA SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 <u>9<sup>th</sup></u> day of <u>July</u> , <u>2025</u> . <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk VanderKooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN S SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 9<sup>th</sup> day of July, 2025  
**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RONALD DUANE SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 9<sup>th</sup> day of July, 2025  
**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GLENN ALLEN SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 <u>9<sup>th</sup></u> day of <u>July</u> , <u>2025</u> <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk Vander Kooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN MITCHELL SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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.

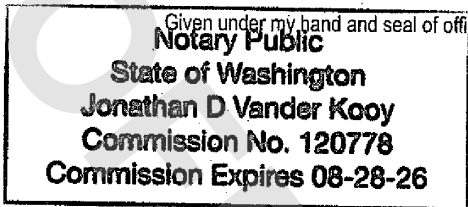
Given under my hand and seal of office this <u>9<sup>th</sup></u> day of <u>July</u> , <u>2025</u> <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk Vander Kooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9<sup>th</sup> day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN S SAKUMA, to me known to be the Manager, of SAKUMA LANDS LLC, a Washington limited liability company, as Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 seal of said limited liability company.



9<sup>th</sup> day of July, 2025.  
*[Signature]*

Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

#### CONSENTED TO BY BORROWER

Address for Notices:

17400 Cook Road  
 Burlington, Washington 98233

**SAKUMA 3G, L.L.C.**, a Washington limited liability company a/k/a  
 Sakuma 3G LLC, a Limited Liability Company

By: *[Signature]*

STEVEN MARK SAKUMA  
 Member

By: *[Signature]*

RICHARD AKIRA SAKUMA  
 Member

By: *[Signature]*

BRYAN S SAKUMA  
 Member

By: *[Signature]*

RONALD DUANE SAKUMA  
 Member

By: *[Signature]*

GLENN ALLEN SAKUMA  
 Member

By: *[Signature]*

JOHN MITCHELL SAKUMA

Member

By: SAKUMA LANDS LLC, a Washington limited liability company,  
as MemberBy: BRYAN S SAKUMA  
Manager

Address for Notices:

17400 Cook Road  
Burlington, Washington 98233SAKUMA BROTHERS HOLDING COMPANY, a Washington  
corporationBy: DANNY REED WEEDEN  
President

Address for Notices:

17400 Cook Road  
Burlington, Washington 98233

SAKUMA BROTHERS FARMS, INC., a Washington corporation

By: DANNY REED WEEDEN  
President

Address for Notices:

17400 Cook Road  
Burlington, Washington 98233SAKUMA BROTHERS PROCESSING, INC., a Washington  
corporationBy: DANNY REED WEEDEN  
President

STATE OF WASHINGTON

COUNTY OF Skagit ) SS

On this 9th day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN MARK SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 9th day of July 2025  
**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2025

STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD AKIRA SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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.

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**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
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**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2025

STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

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Given under my hand and seal of office this <u>9th</u> day of <u>July</u> , <u>2025</u> <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk VanderKooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RONALD DUANE SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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.

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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GLENN ALLEN SAKUMA, to me known to be the Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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

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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN S SAKUMA, to me known to be the Manager, of SAKUMA LANDS LLC, a Washington limited liability company, as Member of SAKUMA 3G, L.L.C., a Washington limited liability company a/k/a Sakuma 3G LLC, 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 seal of said limited liability company.

Given under my hand and seal of office this <u>9th</u> day of <u>July</u> , <u>2025</u> . <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>Jon</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk VanderKooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANNY REED WEEDEN, to me known to be the President of SAKUMA BROTHERS HOLDING COMPANY, a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, 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 corporate seal of said corporation.

Given under my hand and seal of office this <u>9th</u> day of <u>July</u> , <u>2025</u> . <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>Jon</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk VanderKooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANNY REED WEEDEN, to me known to be the President of SAKUMA BROTHERS FARMS, INC., a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, 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 corporate seal of said corporation.

Given under my hand and seal of office this <u>9th</u> day of <u>July</u> , 2025 <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk Vander Kooy</u> My Commission Expires: <u>08-28-2026</u>
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STATE OF WASHINGTON )  
 COUNTY OF Skagit ) SS

On this 9th day of July, 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANNY REED WEEDEN, to me known to be the President of SAKUMA BROTHERS PROCESSING, INC., a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act of and deed of said corporation, 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 corporate seal of said corporation.

Given under my hand and seal of office this <u>9th</u> day of <u>July</u> , 2025 <b>Notary Public</b> <b>State of Washington</b> <b>Jonathan D Vander Kooy</b> <b>Commission No. 120778</b> <b>Commission Expires 08-28-26</b>	<u>[Signature]</u> Notary Public residing at <u>Burlington, WA</u> Printed Name: <u>Jonathan Dirk Vander Kooy</u> My Commission Expires: <u>08-28-2026</u>
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#### CONSENTED TO BY GUARANTOR

The undersigned Guarantor, pursuant to that guaranty ("Guaranty") dated June 28, 2021, consents to the foregoing Agreement and confirms that the Guaranty remains in full force and effect and unmodified.

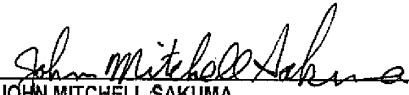
Address for Notices:  
 15490 Benson Rd  
 Bow, Washington 98232

[Signature]  
 BRYAN S SAKUMA

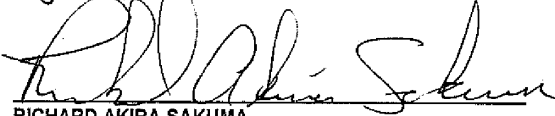
Address for Notices:  
 16530 Bradley Rd  
 Bow, Washington 98232

[Signature]  
 GLENN ALLEN SAKUMA


Address for Notices:  
3263 Summit Ridge Ter  
Chico, California 95928

  
JOHN MITCHELL SAKUMA

Address for Notices:  
15505 Josh Wilson Rd  
Burlington, Washington 98233

  
RICHARD AKIRA SAKUMA

Address for Notices:  
840 Farmington Dr  
Burlington, Washington 98233

  
STEVEN MARK SAKUMA



STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me BRYAN S SAKUMA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9th day of July, 2025.

**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
Printed Name: Jonathan Dirk VanderKooy  
My Commission Expires: 08-28-2026

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me GLENN ALLEN SAKUMA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9th day of July, 2025.

**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

Notary Public residing at Burlington, WA  
Printed Name: Jonathan Dirk VanderKooy  
My Commission Expires: 08-28-2026

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS

On this day personally appeared before me JOHN MITCHELL SAKUMA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9th day of July, 2025.

**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

*Jon*  
 Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

STATE OF WASHINGTON

COUNTY OF

Skagit

} SS

On this day personally appeared before me RICHARD AKIRA SAKUMA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9<sup>th</sup> day of July, 2025.

**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

*Jon*  
 Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

STATE OF WASHINGTON

COUNTY OF

Skagit

} SS

On this day personally appeared before me STEVEN MARK SAKUMA, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 9<sup>th</sup> day of July, 2025.

**Notary Public**  
**State of Washington**  
**Jonathan D Vander Kooy**  
**Commission No. 120778**  
**Commission Expires 08-28-26**

*Jon*  
 Notary Public residing at Burlington, WA  
 Printed Name: Jonathan Dirk VanderKooy  
 My Commission Expires: 08-28-2026

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
Skagit County, Washington

This legal description is to be used for indexing and informational purposes only. It may not fully reflect previous partial releases.

**PARCEL "A":**

The Northwest 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 3 East, W.M.; EXCEPT road; EXCEPT that portion thereof conveyed to Drainage District No. 15 by Deed dated January 11, 1906 and recorded February 13, 1906, in Volume 59 of Deeds page 518.

**PARCEL "A-1":**

An easement for access and the installation and maintenance of utilities over the South 660 feet of the East 20 feet of the North 1/2 of the Northwest 1/4, Section 21, Township 34 North, Range 3 East, W.M., and over the West 20 feet of the Southwest 1/4 of the Northeast 1/4, Section 21, Township 34 North, Range 3 East, W.M., as conveyed by easement recorded January 3, 1996 and February 12, 1996, under Auditor's File Nos. 9601030082, 9602120003 and 9602120004, respectively, records of Skagit County, Washington.

**PARCEL "B":**

The West 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 3 East, W.M.,

EXCEPT the West 20 feet thereof,

AND ALSO EXCEPT road and ditch rights of way,

AND ALSO EXCEPT the following described parcel:

Beginning at the Southeast corner of said Northeast 1/4 (East 1/4 corner);  
thence South 88°50'08" West along the South line of said Northeast 1/4 for a distance of 1,966.07 feet to the Southeast corner of said West 1/2 of the Southwest 1/4 of the Northeast 1/4;  
thence North 0°49'49" West along the East line of said subdivision for a distance of 25.00 feet to the Northerly right of way margin of McLean Road and being the true point of beginning;  
thence continue North 0°49'49" West along said East line for a distance of 721.73 feet, more or less, to the Southerly right of way of that certain 20.00 foot wide strip conveyed to Skagit County Drainage District No. 15 per Skagit County Superior Court Cause No. 4542;  
thence South 37°15'38" West (called North 36° East in said Superior Court Cause No. 4542) along said Southerly margin for a distance of 278.99 feet to an angle point on said Southerly margin;  
thence South 85°30'38" West (called North 84°15' East in said Superior Court Cause No. 4542) along said Southerly margin for a distance of 224.09 feet;  
thence South 1°36'34" East for a distance of 490.17 feet, more or less, to said Northerly right of way margin of McLean Road at a point bearing South 88°50'08" West from the true point of beginning;  
thence North 88°50'08" East along said Northerly margin for a distance of 389.08 feet, more or less, to the true point of beginning.

**PARCEL "B-1":**

A 20.00 foot wide non-exclusive mutually beneficial easement for ingress, egress and utilities (and maintenance thereof) over, under and across a portion of said West 1/2 of the Southwest 1/4 of the Northeast 1/4 being 10.00 feet (left/West)

and 10.00 feet (right/East) of the following described centerline:

Beginning at the Southeast corner of said Northeast 1/4 (East 1/4 corner);  
 thence South 88°50'08" West along the South line of said Northeast 1/4 for a distance of 1,966.07 feet to the Southeast corner of said West 1/2 of the Southwest 1/4 of the Northeast 1/4;  
 thence North 0°49'49" West along the East line of said subdivision for a distance of 25.00 feet to the Northerly right of way margin of McLean Road;  
 thence South 88°50'08" West along said Northerly margin for a distance of 386.88 feet to the center of an existing gravel driveway and being the true point of beginning of said centerline description;  
 thence North 05°00'22" West for a distance of 93.83 feet;  
 thence North 00°07'30" West for a distance of 40.76 feet;  
 thence North 06°48'03" East for a distance of 63.68 feet;  
 thence North 22°53'59" East for a distance of 22.90 feet;  
 thence North 01°50'35" East for a distance of 12.57 feet;  
 thence North 38°11'05" West for a distance of 28.98 feet, more or less, to the West line of the last exceptions parcel described-above and being the terminus of said centerline. (The intent of the centerline description is to follow the center of the existing gravel drive as it existed in December, 2003). Sidelines of said 20.00 foot wide easement are to be lengthened or shortened as necessary to conform to property ownership lines.

\*\*Legal description continued on next page\*\*

PARCEL "C":

Lot 2, Short Plat No. PL-00-0224, as approved September 29, 2000 and recorded October 17, 2000, under Auditor's File No. 200010170118, and being a portion of the South 1/2 of the Southwest 1/4 of Section 24, Township 35 North, Range 3 East, W.M.

PARCEL "D":

Lot 3, Short Plat No. PL-00-0224, as approved September 29, 2000 and recorded October 17, 2000, under Auditor's File No. 200010170118, and being a portion of the South 1/2 of the Southwest 1/4 of Section 24, Township 35 North, Range 3 East, W.M.

PARCEL "E" HAS BEEN REVISED TO SHOW AS PARCELS "U", "V" AND "W"

PARCEL "F":

That portion of the Southwest 1/4 Section 24, Township 35 North, Range 3 East, W.M., lying Easterly of the Pacific Highway right-of-way and Southerly of the Cook Road right-of-way.

PARCEL "G":

That portion of the North 842.6 feet of the Southeast 1/4 of Section 24, Township 35 North, Range 3 East, W.M., lying Easterly of the Pacific Highway right-of-way, EXCEPT the five following described tracts:

1. The Cook Road right-of-way along the North 25 feet thereof;
2. The Pulver Road right-of-way along the East line thereof;

3. The East 241 feet of that portion thereof lying West of the Pulver County Road right-of-way.
4. That portion of the North 842.6 feet of the Northeast Quarter of the Southeast Quarter of Section 24, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:
- Beginning at the point of intersection with the West line of the East 241 feet of said North 842.6 feet, as measured from the West line of the county road known as "Pulver Road", and the South 25.00 feet said North 842.6 feet, being the South margin of the county road known as "Cook Road";
- thence North 88°47'37" West, along said South margin, a distance of 115.00 feet; thence South 0°37'00" East parallel with said West line of the East 241 feet, a distance of 125.00 feet; thence South 62°10'19" East a distance of 107.99 feet to a point on the Westerly extension of the North line of that certain parcel conveyed to Ron and Barbara Vercoe by Quit Claim Deed recorded under Auditor's File No. 8901260026, records of Skagit County, Washington; thence South 88°47'37" East, along said extension, a distance of 20.00 feet to the Northwest corner of said Auditor's File No. 8901260026; thence North 0°37'00" West, along the West line of said East 241 feet a distance of 173.41 feet to the Point of Beginning.
5. That portion of the Northeast ¼ of the Southeast ¼ of Section 24, Township 35 North, Range 3 East, W.M., defined as follows: Beginning at a point on West line of DT 14 county road known as "Pulver Road", 25 feet South of North line of Southeast ¼; thence South along West line of said county road 817.6 feet, more or less, to South line of North 842.6 feet of Southeast ¼; thence West along South line 241 feet to Point of Beginning; thence North 150 feet; thence West 49 feet; thence South 150 feet to South line of North 842.6 feet of Southeast ¼; thence East along South line 49 feet to Point of Beginning.

\*\*Legal description continued on next page\*\*

PARCEL "H":

That portion of the Northeast ¼ of the Southeast ¼ of Section 24, Township 35 North, Range 3 East, W.M., defined as follows: Beginning at a point on West line of DT 14 county road known as "Pulver Road", 25 feet South of North line of Southeast ¼; thence South along West line of said county road 817.6 feet, more or less, to South line of North 842.6 feet of Southeast ¼; thence West along South line 241 feet to Point of Beginning; thence North 150 feet; thence West 49 feet; thence South 150 feet to South line of North 842.6 feet of Southeast ¼; thence East along South line 49 feet to Point of Beginning.

PARCEL "J":

That portion of the Southeast 1/4 of Section 24, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said Section;

thence along the East line of the section North 0 degrees 27'48" West 1,020.17 feet;

thence South 89 degrees 32'12" West 195 feet to the true point of beginning of this description;

thence North 0 degrees 27'48" West 787.2 feet, more or less, to a point which is 882.6 feet South and 195 feet West of the Northeast corner of the Southeast 1/4 of said Section;

thence East 195 feet to the East line of the Section;

thence North, along the East line of said Section, 40 feet to a point that is 842.6 feet South of the Northeast 1/4 corner of the Southeast 1/4 of said Section;

thence Westerly parallel with the North line of the Southeast 1/4 of said Section, to the East line of the State Highway;

thence Southeasterly along the East line of said Highway 1,708.81 feet, more or less, to a point which is 872 feet Northwesterly (measured along the East line of the State Highway) from the intersection of the East line of said Highway and the South line of said Section;

thence East 635.2 feet;

thence North 0 degrees 27'48" West 333,6 feet to the true point of beginning,

EXCEPT roads, and

ALSO EXCEPT that portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of said Section 24;  
 thence along the East line of the Section North 0 degrees 27'48" West 1020,17 feet;  
 thence South 89 degrees 32'12" West 195,00 feet;  
 thence North 0 degrees 27'48" West 787,2 feet, more or less, to a point which is 882,6 feet South and 195 feet West of the Northeast corner of the Southeast 1/4 of said Section 24, said point being the TRUE POINT OF BEGINNING;  
 thence East 195 feet to the East line of the Section;  
 thence North, along the East line of said Section, 40 feet to a point that is 842,6 feet South of the Northeast corner at the Southeast 1/4 of said Section;  
 thence Westerly, parallel with the North line of the Southeast 1/4 of said Section, a distance of 195 feet, more or less, to a point North 0 degrees 27'48" West of the true point of beginning;  
 thence South 0 degrees 27'48" East a distance of 40 feet, more or less, to the TRUE POINT OF BEGINNING.

AND ALSO EXCEPT that portion of the Southeast quarter of said Section 24 described as follows:

Commencing at the Southeast corner of the North 842,60 feet of said Southeast quarter;  
 Thence North 86°07'17" West, along the South line of said North 842,50 feet, a distance of 1049,18 feet to the True Point of Beginning;  
 Thence South 0°44'33" West a distance of 353,82 feet;  
 Thence South 51°47'02" West a distance of 396,56 feet to the East line of the State Highway;  
 Thence North 41°24'00" West, along said East line, a distance of 80,00 feet;  
 Thence North 1°50'33" East a distance of 277,53 feet;  
 Thence North 35°34'38" East a distance of 335,53 feet to said South line of the North 842,50 feet;  
 Thence South 86°07'15" East, along said South line, a distance of 165,30 feet to the True Point of Beginning;

PARCEL "J":

The South 40 feet of the following described tract:

That portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at the Southeast corner of the Southeast 1/4 of said Section 24;  
 thence North 0 degrees 27'48" West a distance of 1020,17 feet;  
 thence South 89 degrees 32'12" West 195 feet;  
 thence North 0 degrees 27'48" West 533,7 feet to the TRUE POINT OF BEGINNING;  
 thence North 89 degrees 32'12" East 195 feet to the East line of said Section 24;  
 thence North 0 degrees 27'48" West, along said East line, a distance of 293,5 feet, more or less, to a point which is 842,6 feet South of the Northeast corner of the Southeast 1/4 of said Section;  
 thence Westerly, parallel to the North line of the Southeast 1/4 of said Section, 195 feet to a point which is North of the point of beginning;  
 thence South to the TRUE POINT OF BEGINNING.

PARCEL "K":

The Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 35 North, Range 3 East, W.M.; EXCEPT the right-of-way for the Benson Road along the North line thereof;  
ALSO EXCEPT that additional right-of-way conveyed to Skagit County by right-of-way deed recorded February 27, 1941 in Volume 182 of Deeds Page 407; and FURTHER EXCEPT the right-of-way along the North line thereof appropriated for Drainage District No. 14 in Skagit County Cause No. 3062.

PARCEL "L":

The Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 35 North, Range 3 East, W.M.; TOGETHER WITH that portion of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 26 lying North of the North line of the Olympia Marsh Ditch as appropriated for Drainage District No. 14, in Skagit County Cause No. 3062.

PARCEL "M":

The Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 35 North, Range 3 East, W.M.; EXCEPT the right-of-way for the Avon Allen Road along the East line thereof;  
ALSO EXCEPT the right-of-way for the Benson Road along the North line thereof; and FURTHER EXCEPT the right-of-way appropriated for Drainage District No. 14 in Skagit County Cause No. 3062.

\*\*Legal description continued on next page\*\*

PARCEL "N":

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 26, Township 35 North, Range 3 East, W.M. EXCEPT the right-of-way for the Avon Allen Road along the East line thereof; and ALSO EXCEPT the right-of-way appropriated for Drainage District No. 14, also referred to as the Olympia Marsh Ditch.

PARCEL "O":

The Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 3 East, W.M., EXCEPT the right-of-way for Thomas Road along the East line thereof.

PARCEL "P":

That portion of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 21, Township 35 North, Range 3 East, W.M., lying East of the County road right of way; and the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 3 East, W.M., EXCEPT the following described tract:

Beginning at the Northeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22;  
Thence South along the East line thereof 349.5 feet;  
Thence Southwesterly 1,647.5 feet, more or less, to a point on the centerline of the existing County road running through the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 21, that is South  $22^{\circ}35'$  East 741.4 feet from the point where the centerline of said County road intersects the North line of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;  
Thence Northwesterly along said centerline to the North line of said Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ;  
Thence East 1,905.7 feet, more or less, to the point of beginning.

ALSO EXCEPT any portion of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  lying within the right-of-way of the Benson Road.

PARCEL "Q":

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 3 East, W.M., EXCEPT the right-of-way for the Benson Road; ALSO EXCEPT that portion thereof conveyed to Bryan Sakuma, et ux, by deed recorded as Auditor's File No. 201711280051; and FURTHER EXCEPT that portion thereof conveyed to RD & SM, LLC, by deed recorded as Auditor's File No. 201711280053; and FURTHER EXCEPT the rights-of-way of Drainage District No. 14.

**\*\*Legal description continued on next page\*\***

PARCEL "R":

The Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 22, Township 35 North, Range 3 East, W.M.; EXCEPT the right-of-way for the Thomas Road along the East line thereof; and ALSO EXCEPT the right-of-way for the Benson Road; and FURTHER EXCEPT the rights-of-way of Drainage District No. 14,

PARCEL "S":

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 22, Township 35 North, Range 3 East, W.M., EXCEPT the South 25 feet thereof conveyed to Skagit County for road by deeds recorded in Volume 30 of Deeds, Page 479, and Volume 33 of Deeds, Page 569, ALSO EXCEPT the South 320 feet of the East 430 feet of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

PARCEL "T":

DELETED

PARCELS "U and V":

The East  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 27, Township 35 North, Range 3 East, W.M.,

EXCEPT right-of-way for Benson Road along the North 25 feet thereof as conveyed to Skagit County by deed recorded in Volume 30 of Deeds, Page 480, records of Skagit County, Washington;

AND EXCEPT that portion of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  lying Southerly of the centerline of Joe Leary Slough,

PARCEL "W":

The West 258.34 feet of the North 350.44 feet of the following described property:

The Northwest  $\frac{1}{4}$  of Section 26, Township 35 North, Range 3 East, W.M.; EXCEPT the right-of-way for Benson Road along the North 2 feet thereof as conveyed to Skagit County by deed recorded in Volume 30 of Deeds Page 480, records of Skagit County, Washington.

**\*\*Legal description continued on next page\*\***

PARCEL "X":

Lot 4 of Skagit County Short Plat No. 92-023, approved November 18, 1992, according to the plat thereof recorded under Auditor's File No. 9211190029, records of Skagit County, Washington;

TOGETHER WITH that portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 27, Township 35 North, Range 3 East of



the Willamette Meridian, described as follows:

Beginning at the Northeast corner of said subdivision; thence South 0°19'52" West, along the East line of said subdivision, a distance of 883.03 feet; thence North 48°52'50" West a distance of 419.11 feet; thence North 35°21'39" West a distance of 777.81 feet to a point on the North line of said subdivision; thence South 88°00'00" East, along said North line, a distance of 771.44 feet to the Point of Beginning.

ALSO TOGETHER WITH that portion of the Southwest ¼ of the Southwest ¼ of Section 22, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Commencing at the Southeast corner of said subdivision; thence North 88°00'00" West, along the South line of said subdivision, a distance of 126.69 feet to the True Point of Beginning; thence North 57°57'13" West a distance of 228.55 feet; thence North 90°00'00" West a distance of 54.67 feet; thence South 40°50'21" West a distance of 134.28 feet; thence North 75°03'51" West a distance of 60.43 feet; thence North 86°28'56" West a distance of 151.03 feet; thence South 62°49'57" West a distance of 52.25 feet to a point on said South line of said subdivision; thence South 88°00'00" East, along said South line, a distance of 592.18 feet to the True Point of Beginning.

EXCEPT that portion of Lot 4 of Skagit County Short Plat No. 92-023, approved November 18, 1992, according to the plat thereof recorded under Auditor's File No. 9211190029, records of Skagit County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 4; thence South 0°19'52" West, along the West line of said Lot 4, a distance of 883.03 feet to the True Point of Beginning; thence South 52°34'47" East a distance of 769.34 feet to a point on the South line of said Lot 4; thence North 88°06'41" West along said South line, a distance of 613.93 feet to the Southwest corner of said Lot 4; thence North 0°19'52" East, along the West line of said Lot 4, a distance of 447.27 feet to the True Point of Beginning.

ALSO EXCEPT from said Lot 4 of Short Plat No. 92-023 those portions thereof conveyed to adjoining lots in said Short Plat by deeds recorded July 7, 2017 as Auditor's File Nos. 201707070039 and 201707070040.

#### PARCEL "Z":

That portion of the Northeast ¼ of the Southwest ¼ of Section 24, Township 35 North, Range 3 East, W.M., lying Southwesterly of the abandoned right of way of Pacific Northwest Traction Company adjacent to State Highway No. 1, described as follows:

Beginning at a point on the North line of said Northeast ¼ of the Southwest ¼ which is 650 feet East of the Northwest corner thereof;  
Thence South parallel with the West line thereof a distance of 800 feet;  
Thence East parallel with the North line of said Northeast ¼ of the Southwest ¼ to the East line thereof;  
Thence North along the East line to the South line of said Pacific Northwest Traction Company;  
Thence Northwesterly along said South line to the North line of said subdivision;  
Thence West along said North line to the point of beginning.

EXCEPT the North 30 feet thereof as conveyed to the State of Washington on September 12, 1961, under Auditor's File No. 612135, records of Skagit County, Washington.

#### PARCEL "AA":

The West 50 feet of the following described tract lying within the boundaries of the Northwest ¼ of the Southeast ¼ of Section 24, Township 35 North, Range 3 East, W.M.;

That portion of the West  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 24, Township 35 North, Range 3 East, W.M., described as follows:

Beginning at a point on the West line of said subdivision North  $3^{\circ}14'$  West 1144.4 feet from the Southwest corner thereof (said point being the Northwest corner of a tract conveyed to Albert Wallace by deed recorded in Volume 172 of Deeds, page 427); thence continuing North  $3^{\circ}14'$  West 401.2 feet, more or less, to the Southwest corner of a tract owned by Nona C. Meyer; thence North  $86^{\circ}45'37''$  East 503.39 feet, more or less, to the Westerly line of the Pacific Northwest Traction Company right of way; Thence South  $44^{\circ}$  East along said right of way 712.25 feet, more or less, to a point South  $85^{\circ}26'$  West, a distance of 972.4 feet, more or less, along the North line of said Wallace tract from the point of beginning; thence North  $85^{\circ}26'$  East along the North line of said Wallace tract to the point of beginning.

PARCEL "BB":

That portion of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 24, Township 35 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the West line of said Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and the Southwesterly line of the abandoned right-of-way of the Pacific Northwest Traction Company; thence South along said West line 404 feet to the true point of beginning; thence continue South along said West line 180 feet, more or less, to the North line of a tract conveyed to J.R. Smalley by deeds recorded under Auditor's File Nos. 446088, 446089, and 446090; thence North  $85^{\circ}45'37''$  East along the North line of said Smalley tract 537 feet, more or less, to the Westerly line of the Pacific Northwest Traction Company right of way; thence Northwesterly along said right-of-way to a point East of the true point of beginning; thence West to the true point of beginning.

PARCEL "CC":

That portion of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 24, Township 35 North, Range 3 East, W.M., lying Southwesterly of the abandoned right of way of Pacific Northwest Traction Company, adjacent to State Highway No. 1, except the following described tract:

Beginning at a point on the North line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  which is 650 feet East of the Northwest corner thereof; thence South parallel with the West line thereof a distance of 800 feet; thence East parallel with the North line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  to East line thereof; thence North along the East line to the South line of said Pacific Northwest Traction Company; thence Northwesterly along said South line to the North line of said subdivision; thence West along said North line to the point of beginning; ALSO, EXCEPT the North 30 feet thereof conveyed to Skagit County for road by deed recorded September 12, 1961 under Auditor's File No. 612135,

PARCEL "DD":

That portion of the following described Tract XX lying within Section 3 described therein;

TRACT "XX":

That portion of the following described property lying Southerly of the Southerly line of Ovenell Road No. 3150, also known as Bell Road,

That portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, and the West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East W.M., described as follows:

Beginning at the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3, said point being North  $89^{\circ}17'30''$  West 1312.9 feet from the Section corner common to Section 2, 3, 10 and 11; thence along the South line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , North  $89^{\circ}17'30''$  West 656.4 feet; thence North  $01^{\circ}01'00''$  West 676.3 feet to the center line of the Boyd Hill ditch, which point is witnessed by a 2 inch iron pipe set South  $01^{\circ}01'00''$  East 10 feet; thence along the center line of said Boyd Hill ditch North  $58^{\circ}00'30''$  East 405.3 feet; thence North  $42^{\circ}09'30''$  East 340.8 feet; thence South  $89^{\circ}56'30''$  East 76.7 feet to the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3, said point being witnessed by a 2 inch iron pipe set South  $00^{\circ}57'30''$  East 10.0 feet; thence along the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  North  $00^{\circ}57'30''$  West 189.8 feet to the Northeast corner thereof; thence North  $89^{\circ}24'00''$  West along the North line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  1315.6 feet to the Northwest corner thereof; thence South  $01^{\circ}04'30''$  East along the West line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , 1339.1 feet to the quarter section corner between Sections 3 and 10 of said Township and Range; thence South  $00^{\circ}21'30''$  West along the West line of the Northeast  $\frac{1}{4}$  of Section 10, 1713 feet to the center of Higgins Slough, which point is witnessed by a 2 inch iron pipe set North  $00^{\circ}21'30''$  East 20.0 feet; thence along the center line of Higgins Slough South  $83^{\circ}45'00''$  East 56.1 feet; thence South  $77^{\circ}49'00''$  East 171.0 feet; thence South  $54^{\circ}30'00''$  East 67.0 feet; thence South  $46^{\circ}17'30''$  East 479.0 feet to the Northerly line of the Great Northern Railway right of way; thence North  $73^{\circ}29'30''$  East along the Northerly line of said railway right of way, 711.3 feet, more or less, to the East line of the West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 10, which point is witnessed by a 2 inch iron pipe set North  $00^{\circ}32'00''$  East 41.0 feet; thence North  $00^{\circ}32'00''$  East along the East line of said West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 1906.9 feet to the point of beginning, EXCEPT roads, ditches and rights of way therefor, AND EXCEPT that portion thereof conveyed to Drainage District No. 19, Skagit County, Washington, by deed dated May 20, 1950, and recorded May 25, 1950 under Auditor's File No. 446096, records of said County, more particularly described as follows:

A tract of land 60 feet in width with center line described as follows:

Beginning at the North quarter corner of Section 10, Township 34 North, Range 3 East W.M.; thence South  $89^{\circ}16'39''$  East for a distance of 686 feet, more or less, to a point 30 feet East of the Northeast corner of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 10, which is the true point of beginning; thence South  $0^{\circ}48'$  East for 468.0 feet, more or less; thence South  $65^{\circ}21'$  West for 290.0 feet; thence South  $23^{\circ}21'$  West for 290 feet; thence South  $23^{\circ}55'$  West for 241.0 feet; thence South  $55^{\circ}34'$  West for 356.0 feet; thence South  $15^{\circ}12'$  West for 190 feet, more or less, to a point on the North and South center line of Section 10,

PARCEL "EE":

That portion of the following described Tract XX lying within the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10 described therein;

TRACT "XX":

That portion of the following described property lying Southerly of the Southerly line of Ovenell Road No. 3150, also known as Bell Road.

That portion of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 3, and the West  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 10, Township 34 North, Range 3 East W.M., described as follows:

Beginning at the Southeast corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3, said point being North  $89^{\circ}17'30''$  West 1312.9 feet from the Section corner common to Section 2, 3, 10 and 11; thence along the South line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , North  $89^{\circ}17'30''$  West 656.4 feet; thence North  $01^{\circ}01'00''$  West 676.3 feet to the center line of the Boyd Hill ditch, which point is witnessed by a 2 inch iron pipe set South  $01^{\circ}01'00''$  East 10 feet; thence along the center line of said Boyd Hill ditch North  $58^{\circ}00'30''$  East 405.3 feet; thence North  $42^{\circ}09'30''$  East 340.8 feet; thence South  $89^{\circ}56'30''$  East 76.7 feet to the East line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 3, said point being witnessed by a 2 inch iron pipe set South  $00^{\circ}57'30''$  East 10.0 feet; thence along the East line of said

Southwest ¼ of the Southeast ¼ North 00°57'30" West 189.8 feet to the Northeast corner thereof; thence North 89°24'00" West along the North line of said Southwest ¼ of the Southeast ¼ 1315.6 feet to the Northwest corner thereof; thence South 01°04'30" East along the West line of said Southwest ¼ of the Southeast ¼, 1339.1 feet to the quarter section corner between Sections 3 and 10 of said Township and Range; thence South 00°21'30" West along the West line of the Northeast ¼ of Section 10, 1713 feet to the center of Higgins Slough, which point is witnessed by a 2 inch iron pipe set North 00°21'30" East 20.0 feet; thence along the center line of Higgins Slough South 83°45'00" East 56.1 feet; thence South 77°49'00" East 171.0 feet; thence South 54°30'00" East 67.0 feet; thence South 46°17'30" East 479.0 feet to the Northerly line of the Great Northern Railway right of way; thence North 73°29'30" East along the Northerly line of said railway right of way, 711.3 feet, more or less, to the East line of the West ¼ of the Northeast ¼ of said Section 10, which point is witnessed by a 2 inch iron pipe set North 00°32'00" East 41.0 feet; thence North 00°32'00" East along the East line of said West ¼ of the Northeast ¼, 1906.9 feet to the point of beginning, EXCEPT roads, ditches and rights of way therefor, AND EXCEPT that portion thereof conveyed to Drainage District No. 19, Skagit County, Washington, by deed dated May 20, 1950, and recorded May 25, 1950 under Auditor's File No. 446096, records of said County, more particularly described as follows:

A tract of land 60 feet in width with center line described as follows:

Beginning at the North quarter corner of Section 10, Township 34 North, Range 3 East W.M.; thence South 89°16'39" East for a distance of 686 feet, more or less, to a point 30 feet East of the Northeast corner of the Northwest ¼ of the Northeast ¼ of said Section 10, which is the true point of beginning; thence South 0°48' East for 468.0 feet, more or less; thence South 65°21' West for 290.0 feet; thence South 23°21' West for 290 feet; thence South 23°55' West for 241.0 feet; thence South 55°34' West for 356.0 feet; thence South 15°12' West for 190 feet, more or less, to a point on the North and South center line of Section 10.

**PARCEL "FF":**

That portion of the following described Tract XX lying within the Southwest ¼ of the Northeast ¼ of Section 10 described therein;

**TRACT "XX":**

That portion of the following described property lying Southerly of the Southerly line of Ovenell Road No. 3150, also known as Bell Road,

That portion of the Southwest ¼ of the Southeast ¼ of Section 3, and the West ¼ of the Northeast ¼ of Section 10, Township 34 North, Range 3 East W.M., described as follows:

Beginning at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 3, said point being North 89°17'30" West 1312.9 feet from the Section corner common to Section 2, 3, 10 and 11; thence along the South line of said Southwest ¼ of the Southeast ¼, North 89°17'30" West 656.4 feet; thence North 01°01'00" West 676.3 feet to the center line of the Boyd Hill ditch, which point is witnessed by a 2 inch iron pipe set South 01°01'00" East 10 feet; thence along the center line of said Boyd Hill ditch North 58°00'30" East 405.3 feet; thence North 42°09'30" East 340.8 feet; thence South 89°56'30" East 76.7 feet to the East line of said Southwest ¼ of the Southeast ¼ of said Section 3, said point being witnessed by a 2 inch iron pipe set South 00°57'30" East 10.0 feet; thence along the East line of said Southwest ¼ of the Southeast ¼ North 00°57'30" West 189.8 feet to the Northeast corner thereof; thence North 89°24'00" West along the North line of said Southwest ¼ of the Southeast ¼ 1315.6 feet to the Northwest corner thereof; thence South 01°04'30" East along the West line of said Southwest ¼ of the Southeast ¼, 1339.1 feet to the quarter section corner between Sections 3 and 10 of said Township and Range; thence South 00°21'30" West along the West line of the Northeast ¼ of Section 10, 1713 feet to the center of Higgins Slough, which point is witnessed by a 2 inch iron pipe set

North 00°21'30" East 20.0 feet; thence along the center line of Higgins Slough South 83°45'00" East 56.1 feet; thence South 77°49'00" East 171.0 feet; thence South 54°30'00" East 67.0 feet; thence South 46°17'30" East 479.0 feet to the Northerly line of the Great Northern Railway right of way; thence North 73°29'30" East along the Northerly line of said railway right of way, 711.3 feet, more or less, to the East line of the West ¼ of the Northeast ¼ of said Section 10, which point is witnessed by a 2 inch iron pipe set North 00°32'00" East 41.0 feet; thence North 00°32'00" East along the East line of said West ¼ of the Northeast ¼, 1906.9 feet to the point of beginning, EXCEPT roads, ditches and rights of way therefor, AND EXCEPT that portion thereof conveyed to Drainage District No. 19, Skagit County, Washington, by deed dated May 20, 1950, and recorded May 25, 1950 under Auditor's File No. 446096, records of said County, more particularly described as follows:

A tract of land 60 feet in width with center line described as follows:

Beginning at the North quarter corner of Section 10, Township 34 North, Range 3 East W.M.; thence South 89°16'39" East for a distance of 686 feet, more or less, to a point 30 feet East of the Northeast corner of the Northwest ¼ of the Northwest ¼ of the Northeast ¼ of said Section 10, which is the true point of beginning; thence South 0°48' East for 468.0 feet, more or less; thence South 65°21' West for 290.0 feet; thence South 23°21' West for 290 feet; thence South 23°55' West for 241.0 feet; thence South 55°34' West for 356.0 feet; thence South 15°12' West for 190 feet, more or less, to a point on the North and South center line of Section 10,

PARCEL "GG":

The Northwest 1/4 of the Northeast 1/4 of Section 27, Township 35 North, Range 3 East, W.M., EXCEPT the County Road right-of-way commonly known as the Benson Road along the North line thereof, AND EXCEPT rights-of-way appropriated for Drainage District No. 14.

PARCEL "HH":

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 35 North, Range 3 East, W.M., lying Southwesterly of the Joe Leary Slough EXCEPT the right-of-way appropriated for Drainage District No. 14.

PARCEL "II":

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 35 North, Range 3 East, W.M., lying Southwesterly of the Joe Leary Slough EXCEPT the rights-of-way appropriated for Drainage District No. 14.