

Return Address

Stiles & Lehr Inc., P.S.
925 Metcalf St. / P.O. Box 228
Sedro-Woolley, WA 98284
Attention: Brock D. Stiles

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 08/13/2025

Document Title(s) (or transactions contained therein):

1. Declaration of Private Road Easement
2. Declaration of Utility Easement
3. Declaration of Emergency & Service Easement
4. Declaration of Gate Authorization
5. Maintenance Agreement

Chicago Title
500161333

Reference Number(s) of Documents assigned or released: N/A**Grantor(s) (Last name first, then first name and initials):**

1. SKAGIT FLATS LIVING LLC, a Washington limited liability company
2. GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company

Grantee(s) (Last name first, then first name and initials):

1. SKAGIT FLATS LIVING LLC, a Washington limited liability company
2. GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company

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

- P62636 – Ptn of Tract 1 of Skagit County Short Plat No. 40-77, Burlington Acreage Property in SE ¼ of Section 31, Township 35 North, Range 4 East
- P62634 – Ptn of Tract 2 of Skagit County Short Plat No. 40-77, Burlington Acreage Property in SE ¼ of Section 31, Township 35 North, Range 4 East
- P62643 – Ptn of Tract 3 of Skagit County Short Plat No. 40-77, Burlington Acreage Property in SE ¼ of Section 31, Township 35 North, Range 4 East
- P62617 – Ptn of Tract A of Burlington Short Plat No. 2-91 As Approved February 18, 1992 and Recorded September 1, 1992 In Volume 10 Of Short Plats, Page 114, Under Auditor's File No. 9209010001, Records of Skagit County, Washington,
- P62618 – Ptn of S 332 ft of E ½ of Lot 49, Plat of Burlington Acreage Property in SE ¼ of Section 31, Township 35 North, Range 4 East

Full legal descriptions attached as Exhibit "A" and "B"

Assessor's Property Tax Parcel/Account Number(s)
P62636, P62634, P62643, P62617, P62618

DECLARATION OF PRIVATE ROAD EASEMENTS, UTILITY EASEMENTS, AND MAINTENANCE AGREEMENT

This Declaration of Private Road Easements, Utility Easements, and Maintenance Agreement (this "Agreement") is made as of July ~~Aug. 7~~, 2025 by and between SKAGIT FLATS LIVING LLC, a Washington limited liability company (SFL) and GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company each as Grantor, and GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company (GRANDVIEW), and SKAGIT FLATS LIVING LLC, a Washington limited liability company (SFL) each as Grantees.

RECITALS

WHEREAS, GRANDVIEW owns a certain parcel of real property located in the city of Burlington, Skagit County, Washington, commonly known as 425 & 429 Nardone Court, Burlington WA, 98233 (P62634 and P62617) (the "Grandview's Parcels").

WHEREAS, SFL owns certain parcels of real property located in the City of Burlington, Skagit County, Washington, commonly known as 401 Nardone Court, Burlington, WA 98233 (P62636), 443-447 Nardone Court, Burlington, WA 98233 (P62643), and 618 Peterson Road, Burlington, WA (P62618), (the "SFL Parcels").

WHEREAS, the Grandview's and SFL Parcels are each adjacent to each other and the Parties desire SFL to grant a certain easement for road access onto SFL's parcels, depicted and described on the attached **Exhibit A and Exhibit B**, for road access for the benefit of Grandview's parcels which are legally described on **Exhibit C**, for use by emergency vehicles.

WHEREAS the SFL parcels are each adjacent to each other and SFL desires to grant a certain easement for private road and utilities onto SFL's parcels, depicted and described on the attached **Exhibit A and Exhibit B** for the purpose of private road access and for utilities for the benefit of each SFL parcels for use by SFL's employees, agents, contractors, guests, invitees, lessees, permittees and others authorized (collectively, the "Authorized Users") of the other SFL parcels, and the additional purpose of providing access for emergency vehicles and services and city garbage and recycling vehicles and services to the SFL parcels.

AGREEMENT

NOW, THEREFORE, WITH THE INTENTION TO BE LEGALLY BOUND AND IN
CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED
PRIVATE ROAD, UTILITY & EMERGENCY EASEMENTS, & MAINTENANCE AGREEMENT

HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Road Easement for Grandview Parcel. SFL does hereby grant and convey unto Grandview an access easement for ingress and egress for emergency vehicles over and on a portion of Grandview's and SFL's parcels depicted and described on Exhibit A and Exhibit B. Said road easement shall be for the benefit Grandview's parcel and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.
2. Road & Utility Easements for SFL parcels. SFL and Grandview hereby grant and reserve unto SFL and Grandview and to each of their Authorized Users a perpetual, non-exclusive access easement for ingress and egress, for the installation and maintenance of utilities, and for emergency vehicle, over and on a portion of Grandview's and SFL's parcels depicted and described in Exhibit A and Exhibit B. Said road easement and utilities easement are for the benefit of SFL parcels and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.
3. Emergency & Service Access Easement. SFL and Grandview hereby grant and convey to the City of Burlington, a Municipal Corporation of the State of Washington, an access easement for emergency vehicle access and services, and garbage and recycling vehicles and service over, onto and through portions of Grandview and SFL parcels as depicted and described in Exhibit A and Exhibit B. Said road easement shall be for access of emergency, garbage and recycling vehicles and shall run with the land and be binding upon and inure to the benefit of such owners and all future owners, their heirs, successors in interest and assigns.
4. Gate Authorization. SFL and Grandview authorize the installation of an entrance gate on the easement area near Peterson Road, which shall not block the clubhouse FDC, and shall require Knox access.
5. Construction, Maintenance and Repair. SFL shall have sole responsibility, at its sole cost, for construction, maintenance and repair of the Easement Area located on the Grandview parcel and each specific SFL parcel, as depicted and described in Exhibit A and Exhibit B. The terms "maintenance" and "repair" shall include restoring the easement surface area to its approximate original condition; removing snow, brush, trees, or other vegetation which may encroach on the easement area; and other tasks appropriate to keeping the easement area open and available to the Lots benefitted thereby. The term "maintenance" and "repair" shall not include repaving, upgrading, widening, re-routing, or decommissioning the easement area.

The terms "lot owner" or "owner" shall mean all persons holding a legal title or beneficial ownership interest in any of the SFL parcels that are subject hereof. "Lot owner" or "owner" shall not include persons holding a non-ownership interest in a lot or parcel, such as security interests, easements, etc. If a lot is owned jointly by more than one person, such ownership shall be treated as a single ownership for purposes of this Declaration.

The Lot Owners shall determine annually, or more frequently as may be necessary, the extent of repairs and maintenance as shall be required and shall determine the extent of said repairs and maintenance to be accomplished. It is understood that the maintenance and repair of said road easement area is for the benefit of all Lot Owners made a party hereto. The Lot of any such Owner failing to pay his/her proportionate share as provided for herein shall be subject to a lien, an assessment for the proportionate share of such costs; and any other Lot Owner paying the share of a benefited Lot Owner, who fails to pay the same, shall be entitled to a lien against the non-paying Lot Owner's property which may be foreclosed in the manner provided for foreclosure of mechanics liens. In no event shall Grandview or its successors in interest or assigns be responsible for any regular maintenance or repairs required in the easement area.

6. **Limitations.** Grandview and SFL, their successors in interest and assigns, shall not use or allow the use of the Easement Area for any use other than as specifically granted under this Agreement, unless otherwise agreed to in writing by the other Parties.
7. **Indemnification.** SFL, its heirs, successor in interest and assigns, shall defend, indemnify and hold the other Parties harmless from and against any and all claims, losses and liabilities, including reasonable costs and attorney fees and costs, arising out of or related to the use of the Easement area.
8. **Insurance.** SFL, its heirs, successor in interest, and assigns, agrees to maintain in full force and effect at all times during the term of this Easement the following policies of insurance described in this Section.
 - a. **Liability Insurance.** SFL shall obtain a commercial general liability policy with coverage of at least \$1,000,000.00 combined single limit per occurrence and at least \$2,000,000 in the aggregate. SFL shall also obtain, if available at commercially reasonable rates, an umbrella policy providing at least \$5,000,000 in additional coverage.
 - b. **General Requirements for Insurance Policies.**
 - i. The policies may contain reasonable deductibles that shall be disregarded in determining whether the insurance meets the coverage requirements.
 - ii. All insurance coverage obtained shall be carried with financially responsible insurance companies authorized to do business in Washington.
 - iii. All liability insurance policies shall name Grandview as an additional named insured.

- iv. All liability insurance policies shall include contractual liability insurance insuring SFL's indemnity obligations under this Easement.
 - v. All insurance policies shall provide for a certificate of insurance to be furnished to Grandview.
 - vi. SFL shall use reasonable efforts to secure insurance policies with an endorsement providing that Grantor will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or nonrenewal.
- c. **Waiver of Subrogation.** The Parties hereby waive all rights of recovery and causes of action and releases each other from any liabilities from all losses and damages occasioned to the property and damages that are of the type covered under the policies required by this Section and such policies shall provide, to the extent the same is available under the policies or by endorsement, for waivers of any right of subrogation that the insurer of such Party may acquire against any other Party to this Easement with respect to any losses.
9. **Breach.** In the event of any breach of an express or implied obligation, condition or covenant herein or at law, a party shall provide notice and thirty (30) days to cure (Cure Period), except in the event of an emergency in which case such notice and cure shall begin as soon as practicable following the emergency giving rise to the breach. In the event of a failure to cure such breach or diligently pursue such cure during the Cure Period the breaching party shall be responsible for any costs and fees incurred by the non-breaching party to cure such breach, and such costs shall be due and payable within thirty (30) days of receipt of a written demand from the non-breaching party. Failure to notify a party does not constitute acceptance of any breach or alleged breach of this Agreement. Acceptance of any breach does not constitute or require acceptance of future breach of the same or different nature.
10. **Negation of Partnership/Joint Venture.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between or among the Parties or between the successors in interest of any of the Parties and no Party shall have the right to act as an agent for another Party unless expressly authorized to do so by separate written instrument.
11. **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of Grandview's parcel or SFL 's parcels to the general public or for any public use or purpose whatsoever unless specifically provided herein. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.
12. **Severability.** If for any reason any portion of this Agreement or any agreement contained herein shall be held to be invalid or unenforceable, the holding of invalidity or

unenforceability of that portion shall not affect any other portion of this instrument or agreement and the remaining portions of the Agreement shall remain in full force and effect.

13. Covenants Running with the Land. This Agreement shall be recorded in Skagit County. The right to use and exercise the rights and privileges contained in this Agreement, and the related benefits and burdens provided for herein, shall be perpetual, shall run with the land, and shall inure to the benefit of each of the Parcel owners and their respective successors and assigns.
14. Attorney's Fees. The substantially prevailing Party in any action or suit to enforce any term or provision of this Agreement or to recover damages or obtain equitable relief in connection with any breach or default by another Party or Parties of any term or provision of this Agreement shall be entitled to recover from the other Party(ies) the substantially prevailing Party's reasonable attorneys' fees and costs incurred in connection with such action or suit.
15. Notice. All notices hereunder shall be in writing and shall be considered given either (a) when delivered in person, (b) upon receipt when delivered by a reputable overnight delivery service to the address given below; or (c) upon receipt if sent by mail, registered or certified, return receipt requested, in a sealed envelope or container postage and postal charges prepaid, addressed by name and addressed to the Party or person intended as follows:

Notice to Grandview's:

Grandview's Cascade Village LLC
Attn: Scott Wammack
P.O. Box 159
Arlington, WA 98223
Phone: (360) 435-7171
Email: gv@grandviewinc.net

With a copy to:

Andrew L. Zabel
Houlihan Law
100 N. 35th Street
Seattle, WA 98103
Phone: (206) 547-1752
Email: andy@houlihan-law.com

Notice to SFL:

SKAGIT FLATS LIVING LLC
Attn: Brandon Atkinson
16559 Country Club Drive
Burlington, WA 98233
Phone: (360) 708-8618
Email: brandon.kate.atkinson@gmail.com

With a copy to:

Brock D. Stiles
Stiles & Lehr Inc., P.S.
925 Metcalf St./P.O. Box 228
Sedro-Woolley, WA 98284

Phone: (360) 855-0131

Email: brock@stileslaw.com

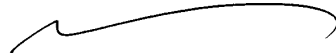
Each Party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a Party or an officer or representative, or to a different address, or both.

16. Miscellaneous. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. The Parties agree to cooperate fully in all matters related to or arising out of this Agreement. Wherever in this Agreement the consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld or delayed. This Agreement shall be given fair and reasonable interpretation, without consideration or weight being given to who may have drafted the same. Each Party shall bear its own attorney fees prior to this Agreement being executed. Waiver by any Party of a breach of any covenant, agreement or undertaking contained herein shall be made only by written waiver, and no such waiver shall operate or be construed as a waiver of any prior or subsequent breach of the same covenant, agreement or undertaking. Except as otherwise specifically provided herein, the exercise of any remedy provided by law or otherwise and the provisions of this Agreement for any remedy, shall not exclude any other remedy. The Parties hereto execute this Agreement solely as grantors and grantees. This Agreement shall be governed under the laws of the State of Washington and jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively within the state or federal courts of Skagit County, Washington. The Parties understand and agree that they each have a duty to act in good faith on each and every term and condition of this Agreement. This Agreement shall only be supplemented or modified in a signed writing by all Parties. All exhibits, attachments and schedules are hereby incorporated herein by this reference as if fully set forth herein.

17. Subordination. Northwest Bank subordinates the lien of the Assignment of Rents and leases, Security Agreement, Fixture Filing, Deed of Trust recorded on 8/26/2024 under Skagit County Auditor's AF#202408260077 to the easements set forth in this Easement Agreement.

IN WITNESS WHEREOF, GRANDVIEW'S CASCADE VILLAGE, LLC, and SFL INVESTMENTS LLC, have executed this Easement Agreement on the day and year written below.

GRANDVIEW'S CASCADE VILLAGE, LLC,
By Grandview's Cascade Village Holdings, LLC,
a Delaware limited liability company

By: 
Scott Wammack - Manager

Date 8/7/2025

SKAGIT FLATS LIVING LLC
By Skagit Flats LLC
a Washington limited liability company

By: 
Brandon Atkinson - Manager

Date 8/7/25

NORTHWEST BANK
a Idaho chartered bank

By: _____
Title _____

Date _____

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Scott Wammack**, of GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as the Manager of GRANDVIEW'S CASCADE VILLAGE, LLC, a Washington limited liability company, and acknowledged that he signed this instrument for the Corporation as his/her free and voluntary act for the uses and purposes mentioned in the instrument.



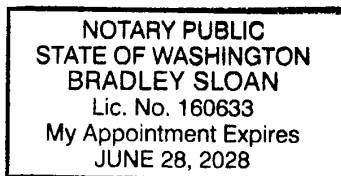
Summer D. Stemick
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Skagit
 Commission expires: 8/29/2026

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Brandon Atkinson**, of SKAGIT FLATS LIVING LLC, a Washington limited liability company, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as the manager of SKAGIT FLATS LLC, a Washington limited liability company, and acknowledged that he signed this instrument for the company as his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Bradley Sloan
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Mount Vernon
 Commission expires: 6-28-2028

SKAGIT FLATS LIVING LLC
By Skagit Flats LLC
a Washington limited liability company

By: _____
Brandon Atkinson - Manager

Date _____

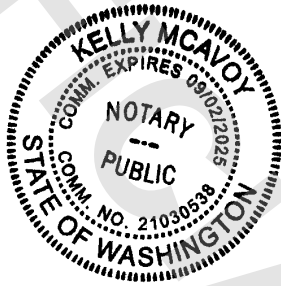
NORTHWEST BANK
a Idaho chartered bank

By: _____
Title Division President

Date 8/11/2025

STATE OF Washington)
COUNTY OF King) ss.

I hereby certify that I know or have satisfactory evidence that Gary Strand of NORTHWEST BANK, a Idaho chartered bank, is the person who appeared before me and who on oath is authorized to execute the within and foregoing instrument and acknowledged him as the Division President of NORTHWEST BANK, a Idaho chartered bank, and acknowledged that he signed this instrument for the company as his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Kelly McAvoy
NOTARY PUBLIC in and for the
State of Washington
residing at: Seattle
Commission expires: 09/02/2025

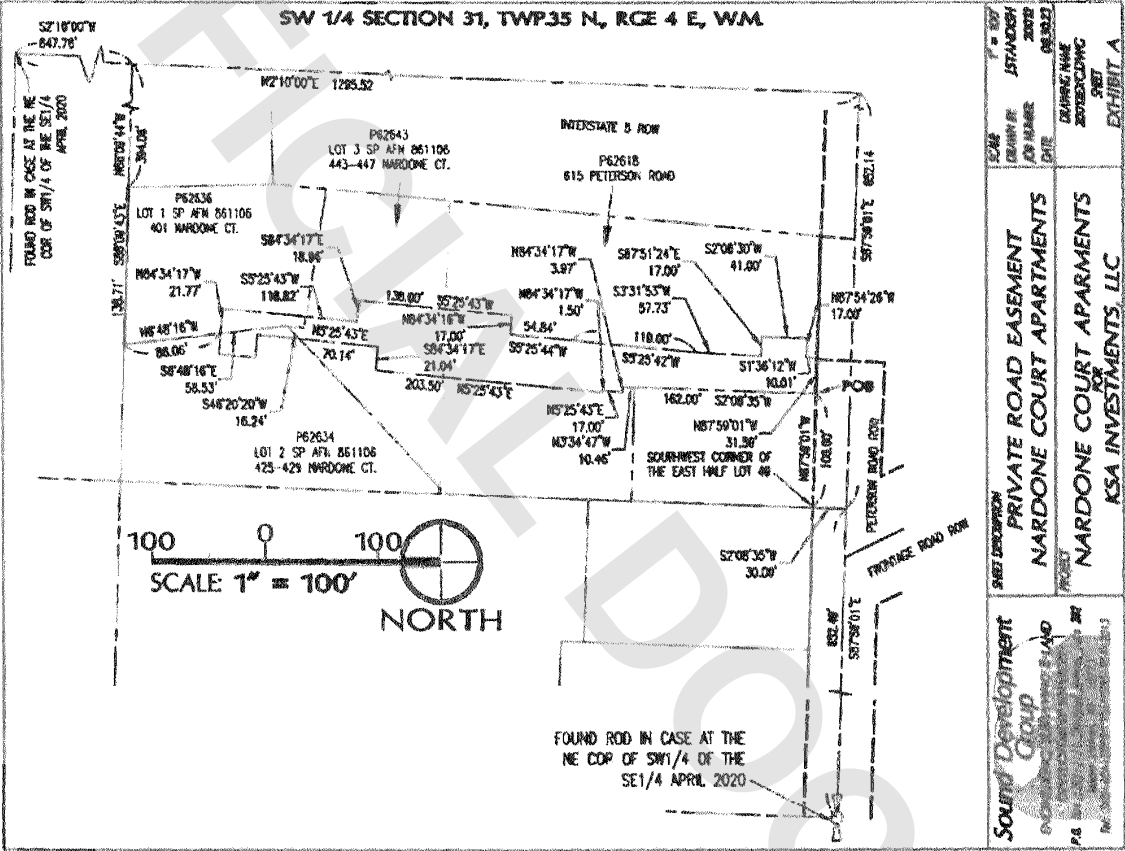


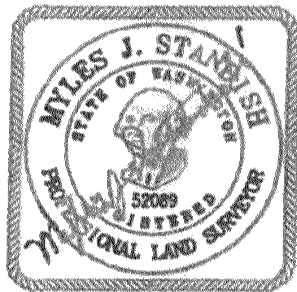
EXHIBIT A

PRIVATE RD. EASEMENT

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AND ALSO BEING A PORTION OF THE EAST HALF OF TRACT 49 OF "THE PLAT OF BURLINGTON ACREAGE PROPERTY" RECORDED IN VOLUME 1 OF PLATS PAGE 49 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID LOT 49; THENCE SOUTH 87°59'01" EAST ALONG THE SOUTH LINE OF SAID LOT 49 A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°08'35" EAST ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE EAST HALF OF SAID LOT 49 A DISTANCE OF 162.00 FEET; THENCE LEAVING SAID LINE NORTH 03°34'47" WEST 10.46 FEET; THENCE NORTH 84°34'17" WEST 3.97 FEET; THENCE NORTH 05°25'43" EAST 17.00 FEET; THENCE NORTH 84°34'17" WEST 1.50 FEET; THENCE NORTH 05°25'43" EAST 203.50 FEET; THENCE SOUTH 84°34'17" EAST 21.04 FEET; THENCE NORTH 05°25'43" EAST TO THE WEST LINE OF LOT 3 OF SHORT PLAT NUMBER 40-77, BEING APPROVED ON JULY 20, 1977 AND RECORDED ON JULY 21, 1977 UNDER SKAGIT COUNTY AUDITOR FILE NUMBER 861106 A DISTANCE OF 70.14 FEET; THENCE NORTH 46°20'20" EAST ALONG SAID WEST LINE 16.24 FEET; THENCE NORTH 06°48'16" WEST ALONG THE EAST LINE OF LOT 2 OF SAID SHORT PLAT 58.53 FEET; THENCE LEAVING SAID LOT 2 LINE SOUTH 84°34'17" EAST 21.77 FEET; THENCE SOUTH 05°25'43" WEST 118.82 FEET; THENCE SOUTH 84°34'17" EAST 18.96 FEET; THENCE SOUTH 05°25'43" WEST 138.00 FEET; THENCE NORTH 84°34'16" WEST 17.00 FEET; THENCE SOUTH 05°25'44" WEST 54.84 FEET; THENCE SOUTH 05°25'42" WEST 110.00 FEET; THENCE SOUTH 03°31'53" WEST 57.73 FEET; THENCE SOUTH 87°51'24" EAST 17.00 FEET; THENCE SOUTH 02°08'30" WEST 41.00 FEET; NORTH 87°54'26" WEST 17.00 FEET; THENCE SOUTH 01°36'12" WEST TO THE SOUTH LOT OF SAID TRACT 49 A DISTANCE OF 10.01 FEET; THENCE NORTH 87°59'01" WEST ALONG SAID SOUTH LINE 31.59 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON



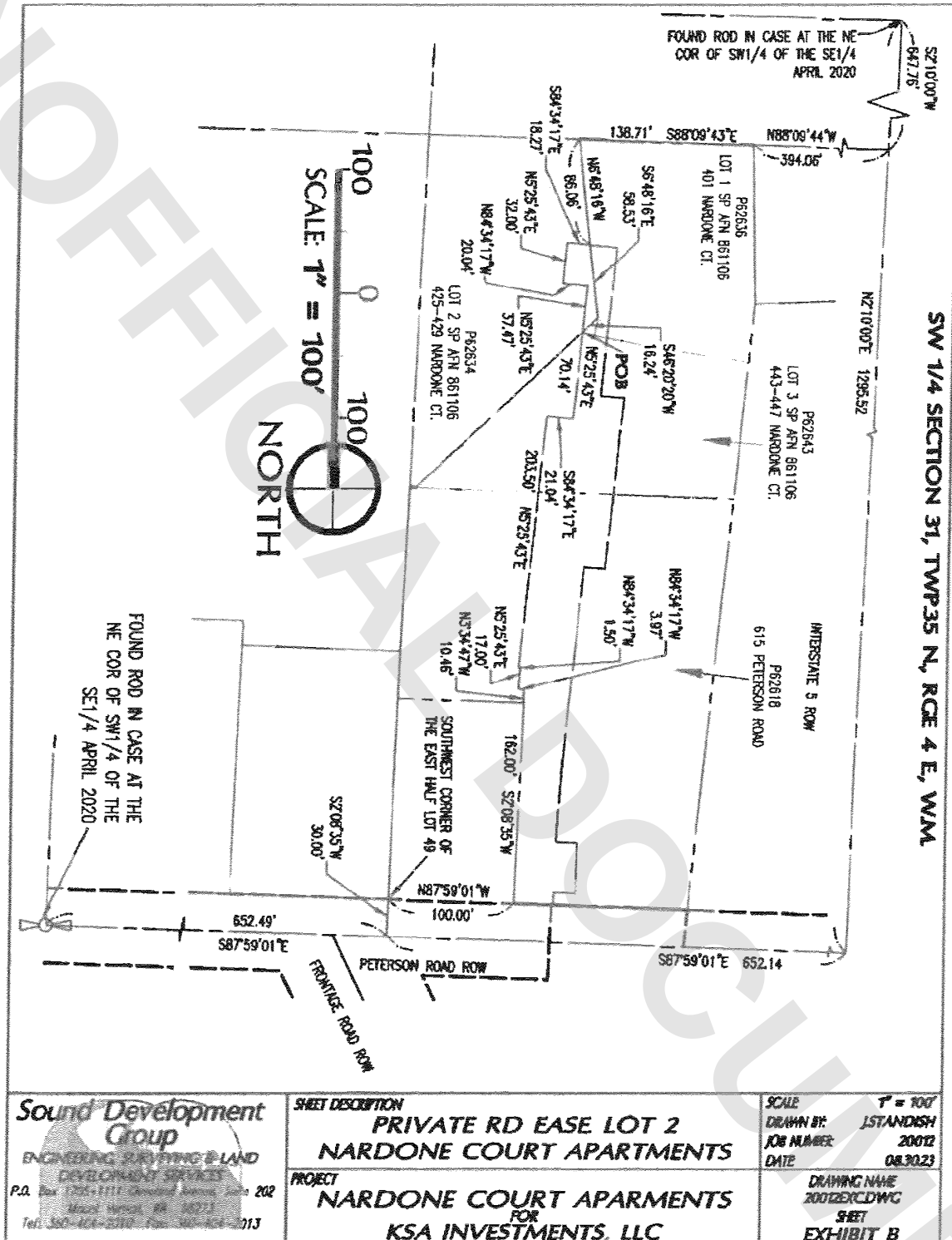


EXHIBIT B

PRIVATE RD. EASMENT LOT 2

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AND ALSO BEING A PORTION OF THE EAST HALF OF TRACT 49 OF "THE PLAT OF BURLINGTON ACREAGE PROPERTY" RECORDED IN VOLUME 1 OF PLATS PAGE 49 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID LOT 49; THENCE SOUTH 87°59'01" EAST ALONG THE SOUTH LINE OF SAID LOT 49 A DISTANCE OF 100.00 FEET; THENCE NORTH 02°08'35" EAST ALONG THE EAST LINE OF THE WEST 100.00 FEET OF THE EAST HALF OF SAID LOT 49 A DISTANCE OF 162.00 FEET; THENCE LEAVING SAID LINE NORTH 03°34'47" WEST 10.46 FEET; THENCE NORTH 84°34'17" WEST 3.97 FEET; THENCE NORTH 05°25'43" EAST 17.00 FEET; THENCE NORTH 84°34'17" WEST 1.50 FEET; THENCE NORTH 05°25'43" EAST 203.50 FEET; THENCE SOUTH 84°34'17" EAST 21.04 FEET; THENCE NORTH 05°25'43" EAST TO THE WEST LINE OF LOT 3 OF SHORT PLAT NUMBER 40-77, BEING APPROVED ON JULY 20, 1977 AND RECORDED ON JULY 21, 1977 UNDER SKAGIT COUNTY AUDITOR FILE NUMBER 861106 A DISTANCE OF 70.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46°20'20" EAST ALONG SAID WEST LINE 16.24 FEET; THENCE NORTH 06°48'16" WEST ALONG THE EAST LINE OF LOT 2 OF SAID SHORT PLAT 58.53 FEET; THENCE LEAVING SAID LOT 2 LINE NORTH 84°34'17" WEST 18.27 FEET; THENCE SOUTH 05°25'43" WEST 32.00 FEET; THENCE SOUTH 84°34'17" EAST 20.04 FEET; THENCE SOUTH 05°25'43" WEST 37.47 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON

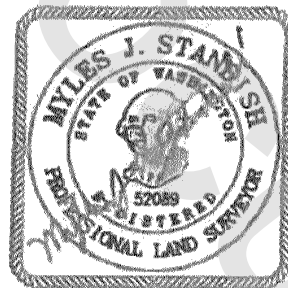


EXHIBIT C**Grandview's Parcels****Parcel A (P62617):**

Tract "A" of Burlington Short Plat No. 2-91 as approved February 18, 1992, and recorded September 1, 1992 in Volume 10 of Short Plats, page 114, under Auditor's File No. 9209010001, records of Skagit County, Washington; being a portion of Tract 49, "Plat of the Burlington Acreage Property", according to the plat thereof recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Except that portion described as follows:

Begin at the Northeast corner of Tract "B" of said Short Plat; thence North along the Northerly extension of the East line of said Tract "B", a distance of 20 feet; thence West parallel with the North line of said Tract "B", a distance of 90.00 feet to a point on the Northerly extension of the West line of said Tract "B"; thence South along said line, a distance of 20 feet to the Northwest corner of said Tract "B"; thence East along the North line of said Tract "B", a distance of 90.00 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

Parcel B (62634):

Tract 2 of Skagit County Short Plat No. 40-77, approved July 20, 1977 and recorded July 21, 1977 in Book 2 of Short Plats, page 88, under Auditor's File No. 861106, being a portion of Tract 49, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.