

AFTER RECORDING RETURN TO:
COASTAL COMMUNITY BANK
10520 19TH AVENUE SE
EVERETT WA 98208

CHICAGO TITLE
620059651

(Space Above This Line For Recording Data)

**COMMERCIAL CONSTRUCTION DEED OF TRUST
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
DEED OF TRUST**

This COMMERCIAL CONSTRUCTION DEED OF TRUST ("Security Instrument") is made on August 21, 2025 by the grantor(s) Overlook Crest, L.L.C., a Washington Limited Liability Company, whose address is 103 N Township Street, Sedro Woolley, Washington 98284 ("Grantor"). The trustee is Trustee Services, Inc, whose address is 3647 NW Byron St #200 3647 NW Byron St #200, Silverdale, WA 98383 ("Trustee"). The beneficiary is Coastal Community Bank whose address is 5415 Evergreen Way, Everett, Washington 98203 ("Lender"), which is organized and existing under the laws of the State of Washington. Grantor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the County of Skagit, State of Washington:

Legal Description: Abbreviated Legal Description: Ptn. Lots G.L. 6, 7 & 8 & SE NE, 36-34-4E, W.M.; and Ptn G.L. 3,4, 31-34-5E, W.M.; and Ptn. Lot 1, Lake View Heights. Situated in Skagit County, Washington. **SEE EXHIBIT A FOR FULL LEGAL DESCRIPTION.

Parcel ID/Sidwell Number: P29854 / 340436-0-010-0002; P29855 / 340436-0-012-0000; P29883 / 340436-0-020-0000; P29999 / 340436-1-004-0008; P30527 / 340531-0-003-0005; P30528 / 340531-0-004-0004; P104391 / 340531-0-004-0100; P104392 / 340531-0-003-0100 and P124321 / 4888-000-999-0000

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Security Instrument secures all amounts as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Grantor to Lender howsoever created or arising, whether primary,



secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$16,537,500.00 evidenced by the promissory note dated August 21, 2025 made by Grantor, payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Grantor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Grantor.

Cross Collateralization. It is the expressed intent of Grantor to use this Security Instrument to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred.

Future Advances. To the extent permitted by law, this Security Instrument will secure future advances as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

CONSTRUCTION LOAN AGREEMENT. This Security Instrument is made in conjunction with a Construction Loan Agreement dated the same date as this Security Instrument and is subject to all of the provisions of the Construction Loan Agreement as if those provisions were fully set forth in this Security Instrument and made a part of it.

WARRANTIES. Grantor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Grantor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Grantor is lawfully seised of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Grantor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Grantor covenants that Grantor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Grantor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Grantor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Grantor promises to abstain from the commission of any waste on or in connection with the Property. Further, Grantor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Grantor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without

limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Grantor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Grantor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Grantor may be required to produce receipts of paid premiums and renewal policies. If Grantor fails to obtain the required coverage, Lender may do so at Grantor's expense. Grantor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Grantor.

Payment of Taxes and Other Applicable Charges. Grantor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Grantor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Grantor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Grantor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Grantor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Grantor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Grantor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Grantor or Grantor's failure to comply fully and timely with environmental laws.

Financial Information. Grantor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Grantor further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Grantor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Grantor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Grantor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Grantor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Grantor is not in default, Grantor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Grantor, tenant and any other user of the Property to make payments of Rents

directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Grantor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

GRANTOR'S ASSURANCES. At any time, upon a request of Lender, Grantor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Grantor appoints Lender as attorney-in-fact on behalf of Grantor. If Grantor fails to fulfill any of Grantor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Grantor. This power of attorney shall not be affected by the disability of the Grantor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Grantor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Grantor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Grantor for the benefit of Grantor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Grantor or any person obligated on the Indebtedness; or
- (g) Lender deems itself insecure for any reason whatsoever.

Any Change in ownership of twenty-five percent (25%) or more.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Grantor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE GRANTOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR

SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof. If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an Event of Default and of Lender's election to cause the Property to be sold. Trustee and Lender shall give such notices as the laws of Washington prescribe, and after the lapse of such time as may be required by applicable law, Trustee shall sell the Property according to the laws of Washington. Trustee may sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property for a period or periods not exceeding a total of 120 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

SUBSTITUTE TRUSTEE. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Grantor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Grantor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Grantor, including, but not limited to, any defenses arising out of failure of consideration,

breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Grantor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Grantor, and Lender, to limit Grantor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, GRANTOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

USAGE. The Property is not used principally for agricultural or farming purposes.

WAIVER OF APPRAISEMENT RIGHTS. Grantor waives all appraisal rights relating to the Property to the extent permitted by law.

LENDER'S EXPENSES. Grantor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Grantor. Grantor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW; JURISDICTION. This Security Instrument is governed by the laws of the State of Washington except to the extent that federal law controls. The parties to this Security Instrument hereby waive any plea of jurisdiction or venue on the ground that they are not a resident of Snohomish County, Washington, and hereby specifically authorize any action brought to enforce the Indebtedness to be instituted and prosecuted in the appropriate court of the County of SKAGIT or in the United States District Court for the district assigned to said County and state.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

CONSTRUCTION FIXTURES. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Grantor hereby grants to Lender a security interest within the meaning of the Code in favor of Lender in all of Grantor's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon, or in any way related to the construction of improvements or the development or use of the Property. Additionally, this Security Instrument is a "construction mortgage" as this term is defined in the Code because it secures an obligation incurred for the construction of an improvement on land. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

ORAL AGREEMENTS DISCLAIMER. Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

By signing this Security Instrument, each Grantor acknowledges that all provisions have been read and understood.

Overlook Crest, LLC

By: Robert W Janicki
Its: Member

Date

8/25/25

By: Michael F. Janicki
Its: Member

Date

8/25/25

BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skagit

On this the 25th day of August 25, before me, Heather Donley, a Notary, personally appeared Robert W Janicki, Member on behalf of Overlook Crest, L.L.C., a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of Overlook Crest, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: November 4, 2028

Heather Donley

, in and for the state

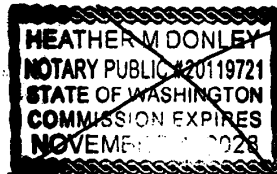
of Washington, residing at

Snohomish County

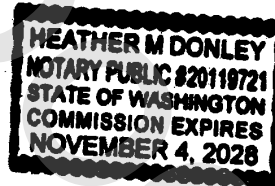
Identification Number

#20119721

(Official Seal)



HD



BUSINESS ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Skagit

On this the 25th day of August, 25, before me, Heather Donley, a Notary Public, personally appeared Michael F. Janicki, Member on behalf of Overlook Crest, L.L.C., a Washington Limited Liability Company, to me personally known or who having proven to me on the basis of satisfactory evidence to be the person whose name is subscribed within this instrument and who acknowledged that he/she holds the position set forth and that he/she being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by himself/herself as Member of Overlook Crest, L.L.C., and that the foregoing instrument is the voluntary act and deed of the Limited Liability Company.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires:

November 4, 2028 Heather Donley

, in and for the state

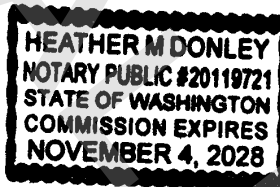
of Washington, residing at

Snohomish County

Identification Number

#2019721

(Official Seal)



THIS INSTRUMENT PREPARED BY:

02022017

COASTAL COMMUNITY BANK

10520 19TH AVENUE SE

EVERETT WA 98203

EXHIBIT A

Order No.: 620059651

For APN/Parcel ID(s): P29854 / 340436-0-010-0002, P29855 / 340436-0-012-0000, P29883 / 340436-0-020-0000, P29999 / 340436-1-004-0008, P30527 / 340531-0-003-0005, P30528 / 340531-0-004-0004, P104391 / 340531-0-004-0100, P104392 / 340531-0-003-0100 and P124321 / 4888-000-999-0000

PARCEL A:

A tract of land, described as follows:

Government Lots 3 and 4 of Section 31, Township 34 North, Range 5 East of W.M.;

EXCEPT the South 330 feet (20 rods) of said Government Lot 4;

ALSO EXCEPT that portion of said Government Lot 4 described as follows:

COMMENCING at the South corner common to said sections 36 and 31, as shown on that record of survey filed under auditor's file no. 202112020016;
Thence North 02° 04' 01" East, along the line common to said sections 36 and 31, 330.43 feet to the Northwest corner of said South 330 feet (20 rods) of government lot 4;
Thence North 88° 56' 36" East, along the North line of said South 330 feet (20 rods) of government lot 4, 200.30 feet to the TRUE POINT OF BEGINNING;
Thence North 02° 04' 01" East, 108.22 feet to the beginning of a non-tangent curve, concave to the right, the center of which bears North 23° 02' 58" East, and having a radius of 1010.00 feet;
Thence along said curve, through a central angle of 12° 48' 15", an arc distance of 225.71 feet to said common line to sections 36 and 31;
Thence South 02° 04' 01" West, along said line common to sections 36 and 31, 222.73 feet, to the Northwest corner of said South 330 feet (20 rods) of government lot 4 and the true point of beginning.

(Also known as Lot B of Hansen/Overlook Boundary Line Adjustment recorded under Auditor's File No. 202112020017, record of survey recorded under Auditor's File No. 202112020016, records of Skagit County, Washington.)

Situated in Skagit County, Washington.

PARCEL B:

A tract of land being a portion of Government Lots 7 and 8 of Section 36, Township 34 North, Range 4 East of W.M. Described as follows:

That portion of said Government Lots 7 and 8 lying East of the following described line:

COMMENCING at the South corner common to said sections 36 and 31, as shown on that record of survey filed under auditor's file no. 202112020016;
Thence North 02° 04' 01" East, along the line common to said sections 36 and 31, 553.16 feet to a point on a non-tangent curve, concave to the right, the center of which bears North 35° 51' 13" East, and having a radius of 1010.00 feet, said point also being the TRUE POINT OF BEGINNING;

EXHIBIT A

(continued)

Thence continuing along said curve, through a central angle of 33° 00' 54", an arc distance of 581.98 feet to a point of tangency;
Thence North 17° 38' 01" West, 460.80 feet to the beginning of a non-tangent curve, concave to the left, the center of which bears South 63° 54' 22" West, and having a radius of 1825.00 feet;
Thence along said curve, through a central angle of 07° 26' 01", an arc distance of 236.78 feet to the beginning of a reverse curve, concave to the right, the center of which bears North 56° 28' 21" East, and having a radius of 2175.00 feet;
Thence along said curve, through a central angle of 16° 44' 35", an arc distance of 635.58 feet to the beginning of a reverse curve, concave to the left, the center of which bears South 73° 12' 56" West, and having a radius of 2325.00 feet;
Thence along said curve, through a central angle of 11° 42' 15", an arc distance of 474.94 feet to a point on the North line of the Southeast quarter of said section 36, said point bearing North 89° 13' 29" West, 1135.11 feet from the East quarter corner of said section 36 as shown on said record of survey filed under auditor's file no. 202112020016, records of Skagit county, Washington, said point also being the point of ending for this described line.

Situated in Skagit County, Washington.

(Also known as Lot A of Hansen/Overlook Boundary Line Adjustment recorded under Auditor's File No. 202112020017, record of survey recorded under Auditor's File No. 202112020016, records of Skagit County, Washington.)

PARCEL C:

The Southeast Quarter of the Northeast Quarter and that portion of Government Lot 6, lying East of the Northern Pacific Railway right of way, in Section 36, Township 34 North, Range 4 East of the Willamette Meridian;

EXCEPT highway right of way;

AND EXCEPT that portion of said property described as follows:

Beginning at the Southeast corner of the Northeast Quarter of said Section 36;
Thence South 89°25'43" West along the South line of said Northeast Quarter, a distance of 1,208.46 feet to the true point of beginning of this description;
Thence North 17°05'32" West, a distance of 930.67 feet;
Thence South 74°16'52" West, a distance of 508.04 feet, more or less, to a point on the Easterly right of way line of State Highway 1-A;
Thence in a Southerly direction along the Easterly right of way line of State Highway 1-A on a curve to the right to a point on the South line of said Northeast Quarter of said section;
Thence North 89°25'43" East along said South line of said Northeast Quarter, a distance of 514.21 feet, more or less, to the true point of beginning.

Situated in Skagit County, Washington.

PARCEL D:

"Priscilla Lane," a private road being a portion of Lot 1, Lake View Heights, as per plat recorded under Auditor's File 200604120075, records of Skagit County, Washington, being more particularly described

EXHIBIT A
(continued)

in that Quit Claim Deed recorded September 18, 2023, under Auditor's File No. 202309180044, records of Skagit County, Washington.

Situated in Skagit County, Washington.