

RETURN ADDRESS:
PEOPLES BANK
DOWNTOWN
BELLINGHAM OFFICE
1333 CORNWALL AVENUE
BELLINGHAM, WA 98225



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Skagit County Auditor
6/25/2001 Page 1 of 12 4:04:16PM

200105170029
Skagit County Auditor
5/17/2001 Page 1 of 11 10:12:56AM

RE-RCR TO AMEND LEGAL

DEED OF TRUST

FIRST AMERICAN TITLE CO.
E64631E

DATE: May 11, 2001

Re-Record to correct legal

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

- 1. NOOKACHAMP HILLS LLC

Grantee(s)

- 1. PEOPLES BANK
- 2. First American Title Co. of Skagit County, Trustee

25-35-4 NE-SE

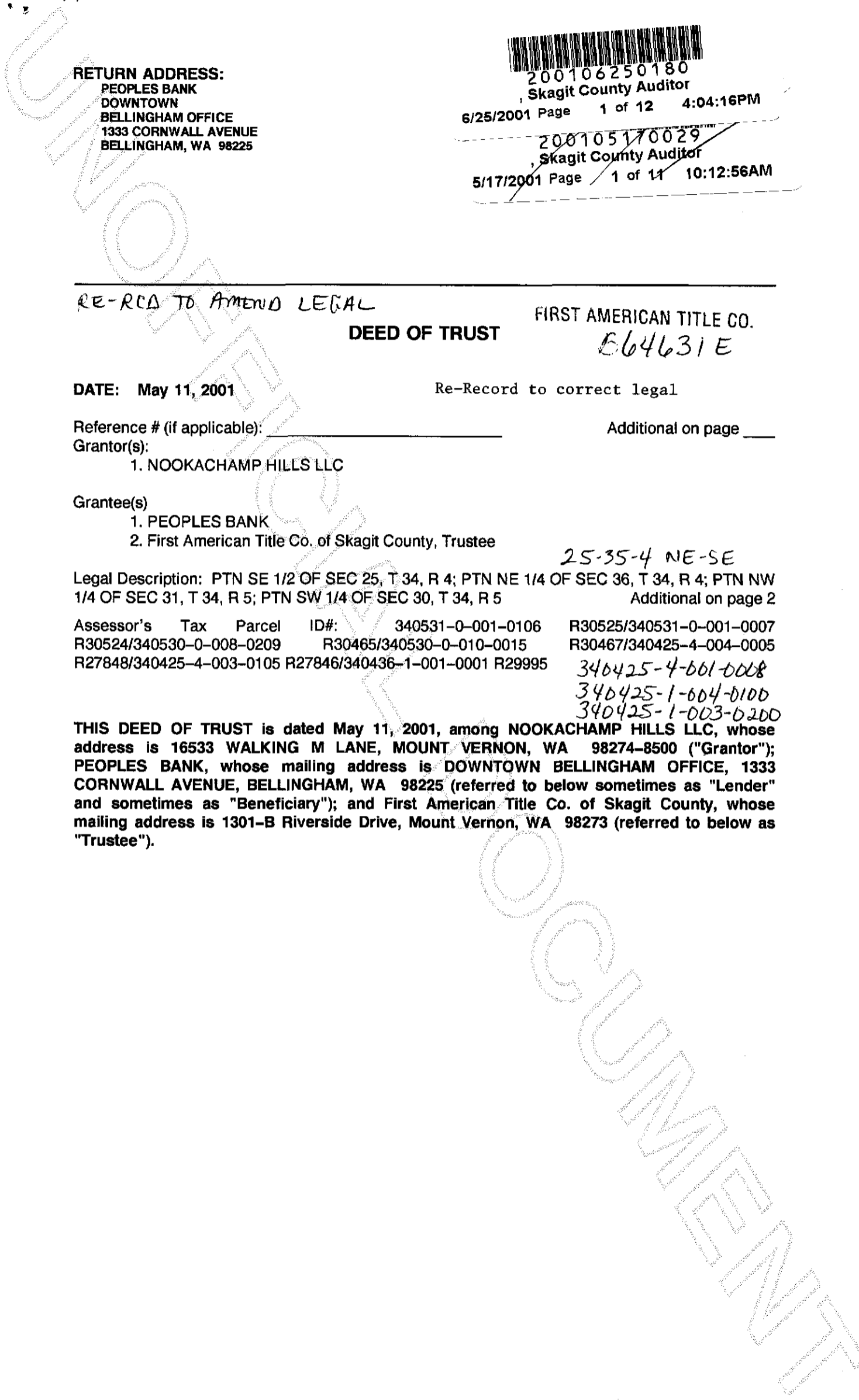
Legal Description: PTN SE 1/2 OF SEC 25, T 34, R 4; PTN NE 1/4 OF SEC 36, T 34, R 4; PTN NW 1/4 OF SEC 31, T 34, R 5; PTN SW 1/4 OF SEC 30, T 34, R 5

Additional on page 2

Assessor's Tax Parcel ID#:	340531-0-001-0106	R30525/340531-0-001-0007
	R30524/340530-0-008-0209	R30465/340530-0-010-0015
	R30467/340425-4-004-0005	
	R27848/340425-4-003-0105	R27846/340436-1-001-0001 R29995

340425-4-001-0008
340425-1-004-0100
340425-1-003-0200

THIS DEED OF TRUST is dated May 11, 2001, among NOOKACHAMP HILLS LLC, whose address is 16533 WALKING M LANE, MOUNT VERNON, WA 98274-8500 ("Grantor"); PEOPLES BANK, whose mailing address is DOWNTOWN BELLINGHAM OFFICE, 1333 CORNWALL AVENUE, BELLINGHAM, WA 98225 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American Title Co. of Skagit County, whose mailing address is 1301-B Riverside Drive, Mount Vernon, WA 98273 (referred to below as "Trustee").



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CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SKAGIT County, State of Washington:

See SEE ATTACHED LEGAL DESCRIPTION "EXHIBIT A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as INTERSECTION OF OTTER POND DR. AND HIGHWAY 9, BURLINGTON, WA 98233. The Real Property tax identification number is 340531-0-001-0106 R30525/340531-0-001-0007 R30524/340530-0-008-0209 R30465/340530-0-010-0015 R30467/340425-4-004-0005 R27848/340425-4-003-0105 R27846/340436-1-001-0001 R29995.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. (Initial Here)

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after (15) days after Grantor has notice of the filing, secure the discharge of Lender cash or a sufficient corporate surety bond or other security :



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discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with

Trustee. The word "Trustee" means First American Title Co. of Skagit County, whose mailing address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and any substitute or successor trustees, and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation



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Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in



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this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall be a



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tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SKAGIT County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Deed of Trust has been accepted by Lender in the State of Washington.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SKAGIT County, State of Washington.



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DEED OF TRUST
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

NOOKACHAMP HILLS LLC
By: Paul W. Rutter
PAUL W. RUTTER, Member of NOOKACHAMP HILLS LLC

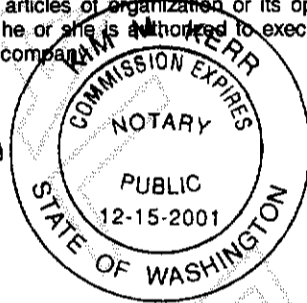
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this 16th day of may, 20 01, before me, the undersigned Notary Public, personally appeared PAUL W. RUTTER, Member

and personally known to me or proved to me on the basis of satisfactory evidence to be a of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Kevin M. Kepp Residing at Mt. Vernon
Notary Public in and for the State of WA My commission expires 12/15/2001



REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty, to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____ Beneficiary: _____
By: _____
Its: _____



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DEED OF TRUST
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No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party. (Initial Here *WLR*)

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means PEOPLES BANK, and its successors and assigns.

Borrower. The word "Borrower" means NOOKACHAMP HILLS LLC, and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means NOOKACHAMP HILLS LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means PEOPLES BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated May 11, 2001, in the original principal amount of **\$1,500,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; provided, that the environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means First American Title Co. of Skagit County, whose mailing address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and any substitute or successor trustees.



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Exhibit A

Phase 2A:

That portion of Sections 25 and 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of Phase 1 of the Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1" as recorded in Volume 17 of Plats at pages 26 to 31, under Auditor's File No. 9811020154, records of Skagit County Washington; thence North 0 degrees 53'08" East along the East line thereof, a distance of 527.78 feet to an angle point on the South line of "Trout Drive" as shown on Sheet 6 of 6 of said plat and the true point of beginning; thence the following courses along the East line of said Plat, North 13 degrees 18'46" East 63.28 feet; thence North 0 degrees 50'18" East 178.34 feet; thence North 36 degrees 52'07" West 341.57 feet; thence South 48 degrees 07'09" West 167.94 feet; thence North 33 degrees 48'03" West 207.27 feet; thence North 23 degrees 42'25" West 180.45 feet; thence North 53 degrees 36'43" East 222.67 feet; thence North 1 degree 35'31" West 65.17 feet; thence North 17 degrees 01'48" West 91.73 feet; thence South 86 degrees 06'06" West 159.70 feet; thence North 37 degrees 26'06" West 154.69 feet; thence Southwesterly along a non-tangent curve concave to the Southeast whose radius point bears South 29 degrees 10'32" East a distance of 970.00 feet through a central angle of 2 degrees 27'12" an arc distance of 41.53 feet; thence North 16 degrees 36'14" West 129.81 feet; thence along a curve to the right having a radius of 65.00 feet through a central angle of 28 degrees 53'42" an arc distance of 32.78 feet; thence North 12 degrees 17'28" East 15.10 feet; thence along a curve to the right having a radius of 149.00 feet through a central angle of 16 degrees 48'42" an arc distance of 43.72 feet; thence North 29 degrees 06'10" East 94.58 feet; thence along a curve to the left having a radius of 176.00 feet through a central angle of 50 degrees 44'40" an arc distance of 155.88 feet; thence North 21 degrees 38'30" West 33.85 feet; thence along a curve to the right having a radius of 15.00 feet through a central angle of 82 degrees 04'26" an arc distance of 21.49 feet to the Southeasterly line of Otter Pond Drive as shown on Sheet 4 of 6 of said Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1"; thence North 29 degrees 34'04" West 60.00 feet to the Northwesterly line of said Otter Pond Drive; thence leaving the boundary of said plat, North 60 degrees 25'56" East along the Northwesterly line of that certain easement as described under Auditor's File No. 8212100052 records of Skagit County Washington, 673.04 feet; thence South 29 degrees 34'04" East 253.84 feet; thence South 43 degrees 09'03" West 93.28 feet; thence South 46 degrees 50'57" East 238.22 feet; thence South 13 degrees 44'55" West 266.22 feet; thence North 43 degrees 13'27" West 96.12 feet; thence South 55 degrees 31'35" West 205.89 feet; thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 25 24'32" West 480.00 feet through a central angle of 7 degrees 36'21" an arc distance of 63.72 feet; thence South 33 degrees 00'53" West 60.00 feet; thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 33 degrees 00'53" West 420.00 feet through a central angle of 20 degrees 26'01" an arc distance of 149.79 feet; thence South 55 degrees 40'48" West 105.40 feet; thence South 25 degrees 55'47" East 223.39 feet; thence South 41 degrees 02'48" East 570.93 feet; thence South 39 degrees 29'29" East 191.78 feet; thence South 55 degrees 40'48" West 130.00 feet; thence Southeasterly along a non-tangent curve concave to the Northeast whose radius point bears North 34 degrees 19'13" East 270.00 feet through a central angle of 16 degrees 35'57" an arc distance of 78.22 feet; thence along a curve to the right having a radius of 230.00 feet through a central angle of 2 degrees 26'18" an arc distance of 9.79 feet; thence South 20 degrees 09'35" West 60.00 feet; thence South 0 degrees 53'08" West 170.27 feet; thence North 89 degrees 06'52" West 212.22 feet; thence South 0 degrees 53'08" West 30.14 feet; thence North 89 degrees 06'52" West a distance of 260.00 feet, more or less to a point which lies South 0 degrees 53'08" West from the true point of beginning; thence North 0 degrees 53'08" East 144.13 feet, more or less, to the true point of beginning.

Phase 2B:

That portion of Sections 25 and 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of Phase 1 of the Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1", as recorded in Volume 17 of Plats at pages 26 to 31, under Auditor's File No. 9811020154, records of Skagit County, Washington; thence North 0 degrees 53'08" East along the East line thereof, a distance of 527.78 feet to an angle point on the South line of "Trout Drive" as shown on Sheet 6 of 6 of said Plat; thence South 0 degrees 53'08" West 144.13 feet; thence South 89 degrees 06'52" East 260.00 feet; thence North 0 degrees 53'08" East 30.14 feet; thence South 89 degrees 06'52" East 212.22 feet to the true point of beginning; thence North 0 degrees 53'08" East 170.27 feet; thence North 20 degrees 09'35" East 60.00 feet; thence Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 20 degrees 09'35" West 230.00 feet through a central angle of 2 degrees 26'18" an arc distance of 9.79 feet; thence along a curve to the right having a radius of 270.00 feet through a central angle of 16 degrees 35'57" an arc distance 78.22 feet; thence North 55 degrees 40'48" East 130.00 feet; thence North 39 degrees 29'29" West 191.78 feet; thence North 41 degrees 02'48" West 570.93 feet; thence North 25 degrees 55'47" West, 223.39 feet; thence North 55 degrees 40'48" East 105.40 feet; thence Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 53 degrees 26'53" West, a distance of 420.00 feet through a central angle of 20 degrees 26'01" an arc distance of 149.79 feet; thence North 33 degrees 00'53" East, 60.00 feet; thence Northeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 33 degrees 00'53" West, a distance of 480.00 feet through a central angle of 7 degrees 36'21" an arc distance of 63.72 feet; thence North 55 degrees 31'35" East 205.89 feet; thence South 43 degrees 13'27" East, 96.12 feet; thence South 39 degrees 27'18" East, 197.67 feet; thence South 34 degrees 21'09" East, 186.00 feet; thence South 39 degrees, 43'16" East, 805.68 feet; thence South 18 degrees 22'07" West 71.04 feet; thence South 35 degrees 33'13" East, 55.48 feet; thence South 9 degrees 13'06" West, 162.63 feet; thence Southeasterly along a non-tangent curve concave to the Northeast whose radius point bears North 46 degrees 17'02" East, a distance of 430.00 feet through a central angle of 4 degrees 41'10" an arc distance of 35.17 feet; thence South 41 degrees 35'52" West, 60.00 feet; thence South 69 degrees 50'06" West, 208.22 feet; thence Southerly along a non-tangent curve concave to the Southwest whose radius point bears South 76 degrees 03'37" West, a distance of 230.00 feet through a central angle of 18 degrees 07'49", an arc distance of 48'34" West, 60.00 feet; thence North 89 degrees 06'52" West, 113.60 feet



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Phases 3 and 4:

Those portions of Sections 25 and 36, Township 34 North, Range 4 East, W.M., and of Sections 30 and 31, Township 34 North, Range 5 East, W.M., Skagit County, Washington, described as follows:

Commencing at the South quarter corner of said Section 25; thence North 89 degrees 23'49" West along the South line of said Section a distance of 83.18 feet to the Northeasterly margin of State Highway SR9, as shown on Sheet 2 of 3 Sheets of Washington State Department of Transportation drawing titled "SR 9 - MP47.22 to MP 47.78 - North Big Lake Vicinity", bearing approval date of November 14, 1977; thence North 24 degrees 00'41" West along said highway margin 189.74 feet to the point of beginning; thence South 24 degrees 00'41" East along said highway margin a distance of 610.58 feet to the North line of the South 935 feet of the Northwest 1/4 of the Northeast 1/4 of said Section 36; thence South 89 degrees 06'52" East along said North line 388.53 feet to the East line of the West 490 feet of said Northwest 1/4 of the Northeast 1/4; thence South 2 degrees 01'17" West along said East line 360.07 feet to the North line of the South 575 feet of said subdivision; thence South 89 degrees 06'52" East along said North line 297.95 feet; thence South 0 degrees 53'08" West 575.00 feet to the South line of the North 1/2 of the Northeast 1/4 of said Section 36; thence South 89 degrees 06'52" East along said South line 970.00 feet to the West line of that certain tract conveyed to Public Utility District No. 1 of Skagit County by deed recorded under Auditor's File No. 9205120072; thence North 0 degrees 53'08" East along said West line 200.00 feet to the North line of said tract; thence South 89 degrees 06'52" East along said North line 200.00 feet to the East line of said tract; thence South 0 degrees 53'08" West along said East line 200.00 feet to return to the South line of said North 1/2 of the Northeast 1/4; thence South 89 degrees 06'52" East along said South line 649.40 feet to the Southwest corner of Government Lot 1 of said Section 31; thence North 89 degrees 40'38" East along the South line of said lot a distance of 1316.76 feet to the Southeast corner thereof; thence North 1 degree 43'22" East along the East line of said lot a distance of 1333.62 feet to the Southeast corner of Government Lot 4 of said Section 30; thence North 1 degree 34'34" East along the East line of said lot and the East line of Government Lot 3 of said Section 30, a total distance of 1943.81 feet to the North line of the South 1/2 of said Government Lot 3; thence South 89 degrees 53'45" West along said North line 799.76 feet; thence South 0 degrees 00'00" West 614.99 feet; thence South 90 degrees 00'00" West 1152.74 feet; thence North 13 degrees 51'13" East 82.61 feet; thence South 60 degrees 25'56" West 2492.41 feet to the beginning of a curve to the right with a radius of 30.00 feet; thence Westerly along said curve through a central angle of 95 degrees 33'23" an arc length of 50.03 feet to return to the Northeasterly margin of State Highway SR 9 and the point of beginning;

EXCEPT that portion lying within that plat known as "NOOKACHAMP HILLS P.U.D., PHASE I", recorded November 2, 1998 under Skagit County under Auditor's File No. 9811020154.

AND EXCEPT any portion lying within proposed Phase 2A and Phase 2B of "NOOKACHAMP HILLS P.U.D.", more fully described as follows:

That portion of Sections 25 and 36, Township 34 North, Range 4 East, W.M., described as follows:

Phase 2A:

That portion of Sections 25 and 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of Phase 1 of the Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1" as recorded in Volume 17 of Plats at pages 26 to 31, under Auditor's File No. 9811020154, records of Skagit County Washington; thence North 0 degrees 53'08" East along the East line thereof, a distance of 527.78 feet to an angle point on the South line of "Trout Drive" as shown on Sheet 6 of 6 of said plat and the true point of beginning; thence the following courses along the East line of said Plat, North 13 degrees 18'46" East 63.28 feet; thence North 0 degrees 50'18" East 178.34 feet; thence North 36 degrees 52'07" West 341.57 feet; thence South 48 degrees 07'09" West 167.94 feet; thence North 33 degrees 48'03" West 207.27 feet; thence North 23 degrees 42'25" West 180.45 feet; thence North 53 degrees 36'43" East 222.67 feet; thence North 1 degree 35'31" West 65.17 feet; thence North 17 degrees 01'48" West 91.73 feet; thence South 86 degrees 06'06" West 159.70 feet; thence North 37 degrees 26'06" West 154.69 feet; thence Southwesterly along a non-tangent curve concave to the Southeast whose radius point bears South 29 degrees 10'32" East a distance of 970.00 feet through a central angle of 2 degrees 27'12" an arc distance of 41.53 feet; thence North 16 degrees 36'14" West 129.81 feet; thence along a curve to the right having a radius of 65.00 feet through a central angle of 28 degrees 53'42" an arc distance of 32.78 feet; thence North 12 degrees 17'28" East 15.10 feet; thence along a curve to the right having a radius of 149.00 feet through a central angle of 16 degrees 48'42" an arc distance of 43.72 feet; thence North 29 degrees 06'10" East 94.58 feet; thence along a curve to the left having a radius of 176.00 feet through a central angle of 50 degrees 44'40" an arc distance of 155.88 feet; thence North 21 degrees 38'30" West 33.85 feet; thence along a curve to the right having a radius of 15.00 feet through a central angle of 82 degrees 04'26" an arc distance of 21.49 feet to the Southeasterly line of Otter Pond Drive as shown on Sheet 4 of 6 of said Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1"; thence North 29 degrees 34'04" West 60.00 feet to the Northwesterly line of said Otter Pond Drive; thence leaving the boundary of said plat, North 60 degrees 25'56" East along the Northwesterly line of that certain easement as described under Auditor's File No. 8212100052 records of Skagit County Washington, 673.04 feet; thence South 29 degrees 34'04" East 253.84 feet; thence South 43 degrees 09'03" West 93.28 feet; thence South 46 degrees 50'57" East 238.22 feet; thence South 13 degrees 44'55" West 266.22 feet; thence North 43 degrees 13'27" West 96.12 feet; thence South 55 degrees 31'35" West 205.89 feet; thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 25 24'32" West 480.00 feet through a central angle of 7 degrees 36'21" an arc distance of 63.72 feet; thence South 33 degrees 00'53" West 60.00 feet; thence Southeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 33 degrees 00'53" West 420.00 feet through a central angle of 20 degrees 26'01" an arc distance of 149.79 feet; thence South 55 degrees 40'48" West 105.40 feet; thence South 25 degrees 55'47" East 223.39 feet; thence South 41 degrees 02'48" East 570.93 feet; thence South 39 degrees 29'29" East 191.78 feet; thence South 55 degrees 40'48" West 130.00 feet; thence Southeasterly along a non-tangent curve concave to the Northeast whose radius point bears North 34 degrees 19'13" East 270.00 feet through a central angle of 16 degrees 35'57" an arc distance of 78.22 feet; thence along a curve angle of 2 degrees 26'18" an arc distance of 9.79 feet; thence South



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53'08" West 170.27 feet; thence North 89 degrees 06'52" West 212.22 feet; thence South 0 degrees 53'08" West 30.14 feet; thence North 89 degrees 06'52" West a distance of 260.00 feet, more or less to a point which lies South 0 degrees 53'08" West from the true point of beginning; thence North 0 degrees 53'08" East 144.13 feet, more or less, to the true point of beginning.

Phase 2B:

That portion of Sections 25 and 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of Phase 1 of the Plat of "NOOKACHAMP HILLS PLANNED UNIT DEVELOPMENT, PHASE 1", as recorded in Volume 17 of Plats at pages 26 to 31, under Auditor's File No. 9811020154, records of Skagit County, Washington; thence North 0 degrees 53'08" East along the East line thereof, a distance of 527.78 feet to an angle point on the South line of "Trout Drive" as shown on Sheet 6 of 6 of said Plat; thence South 0 degrees 53'08" West 144.13 feet; thence South 89 degrees 06'52" East 260.00 feet; thence North 0 degrees 53'08" East 30.14 feet; thence South 89 degrees 06'52" East 212.22 feet to the true point of beginning; thence North 0 degrees 53'08" East 170.27 feet; thence North 20 degrees 09'35" East 60.00 feet; thence Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 20 degrees 09'35" West 230.00 feet through a central angle of 2 degrees 26'18" an arc distance of 9.79 feet; thence along a curve to the right having a radius of 270.00 feet through a central angle of 16 degrees 35'57" an arc distance 78.22 feet; thence North 55 degrees 40'48" East 130.00 feet; thence North 39 degrees 29'29" West 191.78 feet; thence North 41 degrees 02'48" West 570.93 feet; thence North 25 degrees 55'47" West, 223.39 feet; thence North 55 degrees 40'48" East 105.40 feet; thence Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 53 degrees 26'53" West, a distance of 420.00 feet through a central angle of 20 degrees 26'01" an arc distance of 149.79 feet; thence North 33 degrees 00'53" East, 60.00 feet; thence Northeasterly along a non-tangent curve concave to the Southwest whose radius point bears South 33 degrees 00'53" West, a distance of 480.00 feet through a central angle of 7 degrees 36'21" an arc distance of 63.72 feet; thence North 55 degrees 31'35" East 205.89 feet; thence South 43 degrees 13'27" East, 96.12 feet; thence South 39 degrees 27'18" East, 197.67 feet; thence South 34 degrees 21'09" East, 186.00 feet; thence South 39 degrees, 43'16" East, 805.68 feet; thence South 18 degrees 22'07" West 71.04 feet; thence South 35 degrees 33'13" East, 55.48 feet; thence South 9 degrees 13'06" West, 162.63 feet; thence Southeasterly along a non-tangent curve concave to the Northeast whose radius point bears North 46 degrees 17'02" East, a distance of 430.00 feet through a central angle of 4 degrees 41'10" an arc distance of 35.17 feet; thence South 41 degrees 35'52" West, 60.00 feet; thence South 69 degrees 50'06" West, 208.22 feet; thence Southerly along a non-tangent curve concave to the Southwest whose radius point bears South 76 degrees 03'37" West, a distance of 230.00 feet through a central angle of 18 degrees 07'49", an arc distance of 72.78 feet; thence North 85 degrees 48'34" West, 60.00 feet; thence North 89 degrees 06'52" West, 113.60 feet to the true point of beginning;

AND ALSO EXCEPT the following described parcel:

That portion of the South 1/2 of Government Lot 3, Section 30, Township 34 North, Range 5 East, W.M., described as follows:

Beginning at the Northwest corner of said South 1/2 of Government Lot 3; thence North 89 degrees 53'45" East along the North line thereof, a distance of 520.00 feet to the true point of beginning; thence South 0 degrees 00'00" West, a distance of 614.99 feet; thence North 89 degrees 53'45" East, parallel with the North line of said South 1/2 of Government Lot 3, a distance of 783.00 feet, more or less, to the East line of said Government Lot 3; thence North 1 degree 34'34" East, along said East line, a distance of 615.00 feet, more or less, to the Northeast corner of said South 1/2; thence South 89 degrees 53'45" West, along said line, a distance of 799.76 feet, more or less, to the true point of beginning;

AND ALSO EXCEPT roads.



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Exhibit "A"

SOUTH 1/2

Those portions of the ~~Southeast 1/4~~ of the Northeast 1/4 and of the Northeast 1/4 of the Southeast 1/4 of Section 25, Township 35 North, Range 4 East, W.M. lying within those premises conveyed to MV Associates, a Washington limited partnership, by deed dated July 25, 1979 and recorded as Auditor's File No. 7908080023 and later rerecorded as Auditor's File No. 7908310024 EXCEPT the five following described tracts:

- 1) Tracts^{8,9} 10, 11, 12 and 14 of a 20 acre parcel survey recorded in Volume 4 of Surveys at Pages 56-61, inclusive, as Auditor File No. 8212140010 and commonly known as "The Uplands".
- 2) That portion thereof conveyed to Michael L. Schons, et ux, by deed dated January 25, 1983 and recorded as Auditor's File No. 8302090047, said premises being delineated on a survey recorded in Volume 6 of Surveys at Page 52 as Auditor's File No. 8503250034.
- 3) That portion thereof conveyed to Michael L. Schons, et ux, by deed dated January 12, 1983 and recorded as Auditor's File No. 8302090044.
- 4) That portion thereof, if any, lying within those certain premises conveyed to Michael L. Schons, et ux, by deed dated July 2, 1979 and recorded as Auditor's File No. 7908310025.
- 5) That portion thereof lying Easterly and Southeasterly of the following described line:
Begin at the East quarter corner of said Section 25; thence South 01 degrees 34' 50" West a distance of 447.20 feet; thence North 88 degrees 25' 10" West a distance of 60.00 feet to the Westerly line of Otter Pond Drive and the beginning of a non-tangent curve to the Right having a radius point which bears North 88 degrees 25' 10" West 470.00 feet; thence Southerly along said Westerly line and said curve to the Right through a central angle of 38 degrees 25' 10" an arc distance of 315.16 feet; thence South 40 degrees 00' 00" West 307.74 feet, more or less, to an intersection with the South line of that certain Record of Survey recorded in Volume 6 of Short Plats, Page 52 extended West, said point of intersection being the terminus of this line description.



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