

Karen L. Kendrick Short Cressman & Burgess PLLC 999 Third Avenue, Suite 3000 Seattle, WA 98104-4088

FIRST AMERICAN TITLE CO.

50867

(Space above this line for recorder's use only)

DOCUMENT TITLE;	Loan Assumption Agreement	
REFERENCE NUMBER(S) OF RELATED DOCUMENTS:	9709190020; 9709190021	
GRANTOR/BORROWER:	James S.C. Hung	
GRANTEE/ASSIGNEE:	Sea-Van Investments Associates, a Washington general partnership	
BENEFICIARY:	The Farmers Bank of China, Seattle Branch	
ABBREVIATED LEGAL DESCRIPTION:	Lot 1, Eaglemont Phase 1A - Parcel "A"; Additional legal description on Exhibit A. Lot 8, Wilida Mountain View Estates - Parcel "B"; Section 27, Township 34, Range 4 - NE 1/4 - SW 1/4 - Parcel "C"; Section 26, Township 34, Range 4, Portion SW 1/4, a/k/a Tracts 7 and 8, Short Plat No. 90-24 - Parcel "D"; and Lots 67-71, 202 and 206, Eaglemont Phase 1 - Parcel "E", and Section 26, Township 34, Range 4, Portion SW 1/4 - SW 1/4 - Parcel "F". Additional legal description on Exhibit A.	
Additional legal on pages 9, 10 and 11 of document.		
ASSESSOR'S TAX PARCEL NO(S).	4621-000-001-0000; 4572-000-008-0007; 340427- 3-002-0007; 340426-3-007-0607; 340426-3-007- 0508; 4621-000-067-0006; 4621-000-068-0007; 4621-000-069-0008; 4621-000-070-0009; 4621- 000-071-0000; 4621-000-202-0001; 4621-000-206- 0005; 340426-3-009-0027	

LOAN ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 201 day of December, 2001, by THE FARMERS BANK OF CHINA, SEATTLE BRANCH ("Lender"), SEA-VAN INVESTMENTS ASSOCIATES, a Washington general partnership ("Borrower") and JAMES S.C. HUNG ("Additional Borrower").

RECITALS

- A. Borrower and Lender executed several documents (the "Loan Documents") pursuant to that certain Loan Commitment Letter dated August 5, 1997, for a loan in the original principal amount of \$6,047,659.77 (the "Loan"). On or about February 14, 2000, Borrower and Lender agreed to amend certain terms of the Loan, and borrower executed a "Loan Amendment Agreement."
- B. The Loan Documents include a Promissory Note in the original principal amount of \$6,047,659.77 executed by Borrower and dated August 26, 1997 as amended by the Amended and Restated Promissory Note in the original principal amount of \$3,555,057.92 executed by Borrower and dated February 14, 2000 (collectively, "the Note").
- C. The Loan is secured by: (1) a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated August 26, 1997 granted by Borrower for the benefit of Lender naming First American Title Insurance Company of Skagit County as Trustee for the, recorded in Skagit County on September 19, 1997 as Recording No. 9709190020; and (2) a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement dated August 26, 1997 granted by James Hung and Wei-Fang Hung, husband and wife, for the benefit of Lender naming First American Title Insurance Company of Skagit County as Trustee for the, recorded in Skagit County on September 19, 1997 as Recording No. 9709190021. These Deeds of Trusts are referred to collectively as "the Deeds of Trust."
- D. Lender is the owner and holder to the Note, Deed of Trust, and other Loan Documents related to the Loan.

NOW, THEREFORE, the parties hereby agree as follows:

1. Co-Borrower hereby acknowledges the terms of the Note, the Deeds of Trust and all other Loan Documents executed in connection with the Loan. Co-Borrower further acknowledges that these documents contain and express the entire understanding of the parties with respect to the Loan.

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- 2. Co-Borrower hereby assumes and agrees to perform all of Borrower's obligations under the Loan Documents in accordance with their terms, including without limitation, all of Borrower's payment and performance obligations under the Note and Deeds of Trust.
- 3. Borrower hereby acknowledges that Borrower is not released from its obligations under the Loan Documents. Borrower and Co-Borrower shall be jointly and severally liable for all of Borrower's obligations under the Loan, including all of Borrower's payment and performance obligations under the Note and Deeds of Trust.
- 4. Lender, Borrower and Co-Borrower hereby acknowledge and agree that neither this Agreement nor any of the terms or conditions hereof shall affect the validity or priority of the Deeds of Trust or any other documents securing the Loan, including but not limited to any guarantees.
- 5. Borrower and Co-Borrower hereby jointly and severally agree to pay Lender on the recording of this Agreement all Lender's costs of the transfer including legal fees and costs of any title policy or endorsement, including, but not limited to First American Title Insurance Company title policy endorsements 110.5 Assuring Modification and Priority of Deed of Trust and 111.4, Assuring No Impairment by Deed or release of liability.
- 6. Borrower and Co-Borrower waive diligence, presentment for payment, demand, protest and notice of demand, protest and nonpayment, and consent to any and all renewals and extensions of the time of payment hereof and further agrees that at any time the terms of payment may be modified or security released by agreement between Holder and the owner of any collateral affected by the instrument(s) securing the Note without affecting the liability of any party to the Note or any person liable or to become liable with respect to any indebtedness evidenced thereby.
- 7. All of the covenants, provisions and conditions herein contained are made on behalf of, and shall apply to and bind, the parties hereto and their respective successors and assigns, jointly and severally. Borrower and Co-Borrower bind themselves as a principal and Maker of the Note, not as a surety or guarantor.
- 8. As a material inducement to Lender permit the amendment of the Loan, Borrower and Co-Borrower represent and warrant to Lender that as of the date this Agreement is signed and as of the date it is recorded they do not have and shall not have any defenses, claims, or rights of setoff with regard to its obligation to repay the Note, the promissory note that it amends and restates, or any of its obligations under the other Loan Documents. Borrower and Co-Borrower further represent and warrant

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to Lender that each of those representations and warranties stated in the Loan Documents are true as of the date of this Agreement, and that no default or event which would constitute a default but for the passage of time or the giving of notice or both has occurred under any of the Loan Documents prior to the date of this Agreements.

- 9. Borrower and Co-Borrower hereby release, acquit, and forever discharge Lender, its affiliates, employees, successors, agents, assigns, representatives, attorneys, officers and directors, and each of them (collectively, "Lender's Agents"), of and from any and all liability, claims, demands, damages, causes of action, defenses, counterclaims, setoffs or claims for recoupment of any nature, whether known or unknown, whether based upon contract, tort, statute or regulation, arising directly or indirectly from, or in any way related to the loan transaction memorialized in the Loan Documents.
- 10. In the event that any suit or action is brought to enforce or interpret the terms of this Agreement, the losing party shall pay attorneys' fees incurred in such suit or action. The attorneys' fees shall include, without limitation, attorneys' fees incurred at or in preparation for any trial, appeal, or review, or in any bankruptcy proceeding.
- 11. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.
- 12. This Agreement is made with reference to and is to be construed in accordance with the laws of the State of Washington.

LENDER:

THE FARMERS BANK OF CHINA, SEATTLE BRANCH

Ву:___

me lung

Paul Liu, Vice President and Acting General Manager

BORROWER:

SEA-VAN INVESTMENTS ASSOCIATES, a Washington general partnership

UNISON DEVELOPMENT By: COMPANY, a Washington corporation, Managing General Partner

James S.C. Hung, President

CO-BORROWER:

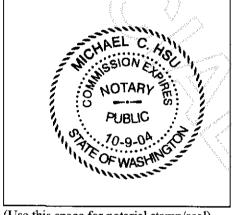
James S.C. Hung

9:45AM

STATE OF WASHINGTON)	
COUNTY OF King)	SS
COUNTY OF King)	

I certify that I know or have satisfactory evidence that PAUL LIU is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Vice President and Acting General Manager of THE FARMERS BANK OF CHINA, SEATTLE BRANCH, a Acting Guneral Manager, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: December >0



(Use this space for notarial stamp/seal)

Print Name: NOTARY PUBLIC in and for the State of Washington, residing at Renten My Appointment expires: 10/9/04

STATE OF WASHINGTON)
COUNTY OF Skagib) ss:)
is the per	have satisfactory evidence that James 5.C. Hungson who appeared before me, and said person
authorized to execute this instr	ed this instrument, on oath stated that he/she was ument and acknowledged it as the <u>readout</u> VESTMENTS ASSOCIATES, a Washington general
partnership, to be the free and mentioned in this instrument.	voluntary act of such party for the uses and purposes
DATED: 12-1	, 2001.
CBY I	Tury J. White
NOTARL NOTARL	Print Name: <u>Terry L. White</u> NOTARY PUBLIC in and for the State of Washington, residing at <u>Mount lemon</u>
OT PUBLIC	My Appointment expires: 12-17-2004
OR WASHINGTO	
(Use this space for notarial star	np/seal)

STATE OF WASHINGTON)	
COUNTY OF Skacy)	SS
1 th of some the second	•	

I certify that I know or have satisfactory evidence that JAMES S.C. HUNG is the person who appeared before me, and said person acknowledged that he signed the instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED:	$\frac{1}{2}$, 2001.
OT PUBLIC 12-7-2004 OF WASHINGTON	
(Use this space for notarial stamp/se	eat) — A A A

EXHIBIT A

All that certain real property located in Skagit County, Washington, and described as follows:

Parcel "A":

Lot 1, "EAGLEMONT PHASE 1A", as per plat recorded in Volume 15 of Plats, Pages 130 through 146, inclusive, records of Skagit County, Washington.

Parcel "B":

Lot 8, "WILIDA MOUNTAIN VIEW ESTATES", as per plat recorded in Volume 15 of Plats, Pages 20 through 22, inclusive, records of Skagit County, Washington.

Parcel "C":

The Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

Parcel "D":

Tracts 7 and 8, of Short Plat No. 90-24, approved August 21, 1990, and recorded August 23, 1990, under Auditor's File No. 9008230030, in Volume 9 of Short Plats, Page 257, records of Skagit County, Washington, being a portion of Tract 5 of that certain 5 Acre Medium Plat No. 524-82, approved February 28, 1982, and recorded March 17, 1983, under Auditor's File No. 8303170001, in Volume 6 of Short Plats, Page 53, records of Skagit County, Washington, (document says Volume 6 of Plats, Page 53), being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 34 North, Range 4 East, W.M.

EXCEPT mineral rights as reserved by Deed recorded under Auditor's File No. 111564, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO that certain 60 foot wide easement for ingress, egress and utilities, as said easement is delineated on the face of said Medium Plat No. 524-82, and as delineated on the face of Short Plat No. 9024.

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Skagit County Auditor 12/24/2001 Page 9 of 11 Parcel "E":

All of "PLAT OF EAGLEMONT PHASE 1A", as per plat recorded in Volume 15 of Plats, Pages 130 through 146, inclusive, in the records of Skagit County, State of Washington.

EXCEPT Lots 1 - 66.

AND ALSO EXCEPT that portion described by instrument recorded August 8, 1994, under Auditor's File No. 9408080027, records of Skagit County, Washington.

AND ALSO EXCEPT that portion of Lot 68, of said "PLAT OF EAGLEMONT, PHASE 1A", described as follows:

Commencing at the Southwest corner of Lot 42, of the "PLAT OF EAGLEMONT, PHASE 1A", recorded January 25, 1994, in Volume 15 of Plats, Pages 130 to 146, under Auditor's File No. 9401250031, records of Skagit County, Washington, and the true point of beginning; thence South 89 degrees 37' 13" East, a distance of 69.55 feet to a point which lies South 1 degree 15' 52" West from the Southeast corner of said Lot 42; thence North 1 degree 15' 52" East, a distance of 19.72 feet to the Southeast corner of Lot 42; thence North 89 degrees 37' 13" West along the South line of said Lot 42, a distance of 49.78 feet; thence South 45 degrees 52' 41" West along the South line of Lot 42, a distance of 28.14 feet to the true point of beginning.

AND ALSO EXCEPT that portion of Lot 68, "PLAT OF EAGLEMONT, PHASE 1A", as recorded in Volume 15 of Plats, Pages 130 through 146, records of Skagit County, Washington, lying Westerly of Waugh Road, being a portion of the Northwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Beginning at the Northwest corner of said Section 27, a 4" x 4" concrete monument and brass disk found in place; thence South 88 degrees 10' 36" East along the North line thereof, a distance of 148.47 feet to the Northwest corner of "EAGLEMONT, PHASE IC", according to the plat thereof recorded under Skagit County Recording No. 200002010036, records of Skagit County, Washington; thence along the West line of said "PLAT OF EAGLEMONT, PHASE 1C", South 01 degrees 49' 24" West, a distance of 30.00 feet; thence South 02 degrees 54' 05" East, a distance of 54.00 feet; thence South 26 degrees 12' 47" East, a distance of 46.38 feet; thence South 24 degrees 52' 08" East, a distance of 34.01 feet; thence South 32 degrees 49' 39" East, a distance of 32.76 feet; thence South 45 degrees 21' 43" East, a distance of 38.31 feet; thence

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South 57 degrees 27' 30" East, a distance of 32.12 feet; thence South 44 degrees 00' 36" East, a distance of 63.06 feet; thence South 28 degrees 07' 26" East, a distance of 47.41 feet; thence South 08 degrees 02' 40" East, a distance of 60.50 feet; thence South 10 degrees 02' 00" East, a distance of 61.68 feet; thence South 12 degrees 29' 29" East, a distance of 63.42 feet; thence South 33 degrees 34' 56" East, a distance of 30.42 feet; thence South 38 degrees 10' 09" East, a distance of 73.00 feet; thence South 16 degrees 36' 42" East, a distance of 39.61 feet; thence South 59 degrees 19' 21" East, a distance of 34.17 feet; thence South 41 degrees 31' 16" East, a distance of 15.02 feet to the Southwest corner of said "PLAT OF EAGLEMONT, PHASE 1C"; thence leaving said "PLAT OF EAGLEMONT, PHASE 1C", South 45 degrees 22' 13" West, a distance of 119.50 feet; thence South 63 degrees 57' 07" West, a distance of 58.48 feet to an intersection with a radial 230,00 foot radius curve concave to the West: thence Southerly along said curve, an arc distance of 96.68 feet through a central angle of 24 degrees 05' 01" to a point on said curve; thence leaving said curve along a non-radial line South 49 degrees 07' 13" East, a distance of 127.84 feet; thence South 10 degrees 01' 14" West, a distance of 175.57 feet; thence South 57 degrees 51' 49" West, a distance of 140.77 feet; thence South 88 degrees 56' 57" West, a distance of 60.00 feet: thence South 88 degrees 06' 00" West, a distance of 87.84 feet; thence North 51 degrees 17' 56" West, a distance of 33.45 feet; thence South 76 degrees 14' 59" West, a distance of 106.25 feet; thence North 89 degrees 43' 22" West, a distance of 30.20 feet to a point on the West line of said Northwest 1/4 of Section 27; thence North 00 degrees 17' 13" East along said West line, a distance of 1194.33 feet to the point of beginning.

AND ALSO EXCEPT those portions of said "PLAT OF EAGLEMONT, PHASE 1A", subdivided into that Plat/Condo known as "ALPINE FAIRWAY VILLA", said portion(s) described fully in those instruments recorded in the Office of the Skagit County Auditor under Auditor's File Nos. 9812300119, 9812300120, 9907090181, 9907090182, 199908160077, 199909270068, 199912150081, 199912280107, 199912290114, 200103260014, 200104060136 and 200110220196.

Parcel "F":

The Southwest 1/4 of the Southwest 1/4 of Section 26, Township 34 North, Range 4 East, W.M.

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Short Cressman & Burgess P.L.L.C. Attn: Karen L. Kendrick 3000 First Interstate Center 999 Third Avenue Seattle, WA 98104-4008

FIRST AMERICAN TITLE CO.

Document Title	Confirmation of Security
Reference Number(s) of Related Documents	9709190020
Grantor	Sea-Van Investments Associates, a Washington general partnership
Grantee	The Farmers Bank of China, Seattle Branch
Legal Description (abbrev.)	Lot 8, Wilida Mountain View Estates - Parcel "B"; Section 27, Township 34, Range 4 - NE 1/4 - SW 1/4 - Parcel "C"; Section 26, Township 34, Range 4, Portion SW 1/4, a/k/a Tracts 7 and 8, Short Plat No. 90-24 - Parcel "D"; and Lots 67-71, 202 and 206, Eaglemont Phase 1 - Parcel "E", and Section 26, Township 34, Range 4, Portion SW 1/4 - SW 1/4 - Parcel "F". Additional legal description on Exhibit A.
Additional Legal Description is on Exhibit A	
Assessor's Property Tax Parcel Account Number(s)	4621-000-001-0000; 4572-000-008-0007; 340427-3-002-0007; 340426-3-007-0607; 340426-3-007-0508; 4621-000-067-0006; 4621-000-068-0007; 4621-000-069-0008; 4621-000-070-0009; 4621-000-071-0000; 4621-000-202-0001; 4621-000-206-0005; 340426-3-009-0027

CONFIRMATION OF SECURITY

 Trustee, and The Farmers Bank of China, Seattle Branch, as Beneficiary. The Deed of Trust grants a second priority lien on the real property described on attached Exhibit A.

The Deed of Trust was given to secure the obligations of Grantor under the Promissory Note dated August 26, 1997, in the original principal amount of Six Million Forty-seven Thousand Six Hundred Fifty-nine and 77/100 (\$6,047,659.77). Grantor has asked that Beneficiary accept an amended and restated Promissory Note (the "Amended Note"), which increases the interest payable on the outstanding balance and extends the maturity date, as outlined in that certain Loan Amendment Agreement dated on or about the same date as this Confirmation (the "Agreement").

NOW, THEREFORE, in consideration of the above recitals which are incorporated by this reference, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Continued Security</u>. Grantor hereby confirms for the reliance of Beneficiary that the Deed of Trust shall continue to secure the Amended Note without a loss of priority.
- 2. <u>No Defenses, Claims or Setoffs</u>. Grantor represents and warrants to Beneficiary that as of the date this Confirmation is signed and as of the date it is recorded Grantor has and shall not have any defenses, claims, or rights of setoff with regard to its obligation to repay the Amended Note, or any of its obligations under the Agreement or the Loan Documents referenced therein.
- 3. Representations and Warranties. As a material inducement to Beneficiary excepting the Amended Note, Grantor represents and warrants to Beneficiary that each of those representations and warranties stated in the Deed of Trust, and the Environmental Indemnity Agreement dated the same date as the Deed of Trust and signed by Grantor in favor of Beneficiary, are true as of the date of this Confirmation, and that no default or event which would constitute a default but for the passage of time or the giving of notice or both has occurred under any of the Loan Documents prior to the date of this Confirmation.
- 4. Release of Beneficiary. Grantor hereby releases, acquits, and forever discharges Beneficiary, its affiliates, employees, successors, agents, assigns, representatives, attorneys, officers and directors, and each of them (collectively, "Beneficiary's Agents"), of and from any and all liability, claims, demands, damages, causes of action, defenses, counterclaims, setoffs or claims for recoupment of any nature, whether known or unknown, whether based upon contract, tort, statute or regulation, arising directly or indirectly from, or in any way related to the loan transaction memorialized in the Loan Documents.

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- 5. Integration: Modification. This Confirmation and the documents referenced herein constitute the entire agreement between the parties with respect to the amendment of the Loan Documents, and shall not be amended, modified or terminated except by a writing signed by the party to be charged therewith.
- Attorneys' Fees. In any action to interpret or enforce any provision of this Confirmation, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, including such fees in any appellate proceeding, proceeding under the bankruptcy code or receivership, in addition to all other sums provided by law.

GRANTOR ACKNOWLEDGES THAT 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.

GRANTOR:

SEA-VAN INVESTMENTS ASSOCIATES. a Washington general partnership

By: Unison Development Company, a Washington corporation, managing general partner

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EXHIBIT A

Description of the Property

All that certain real property located in Skagit County, Washington, and described as follows:

Parcel "B":

Lot 8, "WILIDA MOUNTAIN VIEW ESTATES", as per plat recorded in Volume 15 of Plats, Pages 20 through 22, inclusive, records of Skagit County, Washington.

Parcel "C":

The Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 27, Township 34 North, Range 4 East, W.M.

Parcel "D":

Tracts 7 and 8, of Short Plat No. 90-24, approved August 21, 1990, and recorded August 23, 1990, under Auditor's File No. 9008230030, in Volume 9 of Short Plats, Page 257, records of Skagit County, Washington, being a portion of Tract 5 of that certain 5 Acre Medium Plat No. 524-82, approved February 28, 1982, and recorded March 17, 1983, under Auditor's File No. 8303170001, in Volume 6 of Short Plats, Page 53, records of Skagit County, Washington, (document says Volume 6 of Plats, Page 53), being a portion of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 34 North, Range 4 East, W.M.

EXCEPT mineral rights as reserved by Deed recorded under Auditor's File No. 111564, records of Skagit County, Washington.

TOGETHER WITH and SUBJECT TO that certain 60 foot wide easement for ingress, egress and utilities, as said easement is delineated on the face of said Medium Plat No. 524-82, and as delineated on the face of Short Plat No. 9024.

Parcel "E":

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ÉXCEPT Lots 1 - 66.

AND ALSO EXCEPT that portion described by instrument recorded August 8, 1994, under Auditor's File No. 9408080027, records of Skagit County, Washington.

AND ALSO EXCEPT that portion of Lot 68, of said "PLAT OF EAGLEMONT, PHASE 1A", described as follows:

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Beginning at the Northwest corner of said Section 27, a 4" x 4" concrete monument and brass disk found in place; thence South 88 degrees 10' 36" East along the North line thereof, a distance of 148.47 feet to the Northwest corner of "EAGLEMONT. PHASE IC", according to the plat thereof recorded under Skagit County Recording No. 200002010036, records of Skagit County, Washington; thence along the West line of said "PLAT OF EAGLEMONT, PHASE 1C", South 01 degrees 49' 24" West, a distance of 30.00 feet; thence South 02 degrees 54' 05" East, a distance of 54.00 feet; thence South 26 degrees 12' 47" East, a distance of 46.38 feet; thence South 24 degrees 52' 08" East, a distance of 34.01 feet; thence South 32 degrees 49' 39" East, a distance of 32.76 feet; thence South 45 degrees 21' 43" East, a distance of 38.31 feet; thence South 57 degrees 27' 30" East, a distance of 32.12 feet; thence South 44 degrees 00' 36" East, a distance of 63.06 feet; thence South 28 degrees 07' 26" East, a distance of 47.41 feet; thence South 08 degrees 02' 40" East, a distance of 60.50 feet; thence South 10 degrees 02' 00" East, a distance of 61.68 feet; thence South 12 degrees 29' 29" East, a distance of 63.42 feet; thence South 33 degrees 34' 56" East, a distance of 30.42 feet; thence South 38 degrees 10' 09" East, a distance of 73.00 feet; thence South 16 degrees 36' 42" East, a

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distance of 39.61 feet; thence South 59 degrees 19' 21" East, a distance of 34.17 feet; thence South 41 degrees 31' 16" East, a distance of 15.02 feet to the Southwest corner of said "PLAT OF EAGLEMONT, PHASE 1C"; thence leaving said "PLAT OF EAGLEMONT, PHASE 1C", South 45 degrees 22' 13" West, a distance of 119.50 feet; thence South 63 degrees 57' 07" West, a distance of 58.48 feet to an intersection with a radial 230.00 foot radius curve concave to the West; thence Southerly along said curve, an arc distance of 96.68 feet through a central angle of 24 degrees 05' 01" to a point on said curve; thence leaving said curve along a non-radial line South 49 degrees 07' 13" East, a distance of 127.84 feet; thence South 10 degrees 01' 14" West, a distance of 175.57 feet; thence South 57 degrees 51' 49" West, a distance of 140.77 feet; thence South 88 degrees 56' 57" West, a distance of 60.00 feet; thence South 88 degrees 06' 00" West, a distance of 87.84 feet; thence North 51 degrees 17' 56" West, a distance of 33.45 feet; thence South 76 degrees 14'59" West, a distance of 106.25 feet; thence North 89 degrees 43' 22" West, a distance of 30.20 feet to a point on the West line of said Northwest 1/4 of Section 27; thence North 00 degrees 17' 13" East along said West line, a distance of 1194.33 feet to the point of beginning.

AND ALSO EXCEPT those portions of said "PLAT OF EAGLEMONT, PHASE 1A", subdivided into that Plat/Condo known as "ALPINE FAIRWAY VILLA", said portion(s) described fully in those instruments recorded in the Office of the Skagit County Auditor under Auditor's File Nos. 9812300119, 9812300120, 9907090181, 9907090182, 199908160077, 199909270068, 199912150081, 199912280107, 199912290114, 200103260014, 200104060136 and 200110220196.

Parcel "F":

The Southwest 1/4 of the Southwest 1/4 of Section 26, Township 34 North, Range 4 East, W.M.

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