



200806250086

Skagit County Auditor

6/25/2008 Page 1 of 14 3:16PM

Recording requested by
and when recorded return to:

Daniel P. Pepple
Pepple Johnson Cantu & Schmidt PLLC
1501 Western Avenue, Suite 600
Seattle, WA 98101

Loan Nos. 192476 & 192477

CHICAGO TITLE CO. 1045653

ASSIGNMENT OF LEASES, CONTRACTS, RENTS AND PROCEEDS
(Skagit County)

GRANTOR: GREEN CROW CORPORATION, a Washington
corporation

GRANTEE (Trustee): Chicago Title Insurance Company

GRANTEE (Beneficiary): METROPOLITAN LIFE INSURANCE COMPANY, a
New York corporation

LEGAL DESCRIPTION Ptn Secs. 28, 29 and 30, T33N, R6EWM; Lots 29-35, Blk.
3 and Tr. B, LAKE CAVANAUGH DIV. 3; Ptn. 28-35-6;
Ptn 20 and 21, T35N, R7EWM; and Ptn. 33 and 34, Sec.
35, R9EWM
The complete legal description is on Exhibit A.

pgs 10-12

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:
330628-1-001-0000 - Parcel A; 330629-1-001-0009 - Parcel B; 330630-1-001-
0006 - Parcel C; 3939-003-098-0100 - Parcel E; 350628-3-005-0000 - Parcel
F; 350721-2-002-0019 - Parcel G; 350720-1-004-0012 - Parcel H; 350933-1-
001-0008 - Parcel I; 350933-1-006-0005 - Parcel J; 350934-2-001-0005 -
Parcel K

THIS ASSIGNMENT OF LEASES, CONTRACTS, RENTS AND PROCEEDS (this "Assignment") is made as of the 19th day of June, 2008, by **GREEN CROW CORPORATION**, a Washington corporation, having an office at 727 East 8th, Port Angeles, WA 98362 ("Borrower"), to **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, having an office at 6750 Poplar Avenue, Suite 109, Germantown, Tennessee 38138 ("Lender").

RECITALS

On or about the date hereof, Borrower and Lender entered into that certain Loan Agreement ("**Loan Agreement**") whereby Lender agreed to make a loan (the "**Loan**") available to Borrower in the maximum aggregate amount at any time outstanding not to exceed the sum of **FOURTEEN MILLION DOLLARS (\$14,000,000)**. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

B. In connection with the Loan, Borrower has executed and delivered that certain Revolving Note of even date herewith in the principal amount of Eight Million and No/100 Dollars (\$8,000,000.00) and that certain Term Note of even date herewith in the principal amount of Six Million and No/100 Dollars (\$6,000,000.00) (individually and collectively, as amended, restated, extended, renewed or otherwise modified from time to time, the "**Notes**"), each in favor of Lender, payment of which is secured by, among other things, each Deed of Trust, Security Agreement, Assignment of Leases and Rents, Fixture Filing and Financing Statement between Borrower and Lender, dated the date hereof, covering the Mortgaged Property described below (collectively, and as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Deed of Trust**").

C. Borrower is desirous of further securing to Lender performance of the terms, covenants and agreements hereof and of the Notes, the Deed of Trust and the Loan Documents.

AGREEMENTS

NOW, THEREFORE, in consideration of the making of the Loan evidenced by the Notes by Lender to Borrower and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for payment of the Notes and payment and performance of the other obligations of Borrower under the Loan Documents, Borrower does hereby transfer, sell, assign, pledge and convey to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to:

All current and future leases, coal leases, tiddle leases, oil and gas leases, gas storage leases, timber leases, timber sale agreements, timber harvest contracts, recreation leases, antenna tower leases and all other leases and agreements of every type and manner affecting the use, enjoyment, occupancy, exploration, drilling, mining, storage, transportation, processing and extraction of coal, oil, gas and all other minerals, or the sale or harvesting of timber with respect to all or any part of those certain lots or pieces of land, and real estate and interests in

Assignment of Leases and Rents - Green Crow Skagit 061808



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real estate, more particularly described in Exhibit A hereto, together with the coal, oil, gas, minerals, trees, timber, crops, buildings, structures, fixtures, and improvements now or hereafter located thereon and the appurtenances thereto, together with the right of access over said land for the purpose of exploring for, drilling, mining, storage, transportation and extraction of said coal, oil, gas and other minerals and managing, harvesting, cutting, removing and selling said timber or trees with respect to the land and real estate set forth in said Exhibit A (hereinafter collectively referred to as the "**Mortgaged Property**") (including any use, occupancy or other arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "**Bankruptcy Code**") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors in respect of any tenant, occupant or other party with rights with respect to any portion of the Mortgaged Property), together with any extension or renewal of the same; and said leases and agreements described above together with all other such present and future leases and agreements and any extension, renewal, supplement, modification or amendment of the same and together with any and all guaranties thereof and security therefor (including, without limitation, any and all right, title and interest of Borrower in and to property of any tenant or other persons under any such leases or agreements or under any other arrangement entered into in connection with any such lease or agreement, and any and all cash, security deposits, advance rents and deposits or payments of a similar nature under any such lease or agreement or other arrangement) and together with all money payable thereunder or in connection therewith (including, without limitation, any and all cancellation or termination payments), are hereinafter collectively referred to as the "**Agreements**";

TOGETHER WITH all income, rents, royalties, issues, revenues, benefits and profits arising from the Agreements, including, without limitation, for stumpage and timber, whether standing, lying, severed or growing, and for coal, oil, gas and all other minerals and with respect to the use and occupancy, harvesting of timber and extraction of oil, gas and minerals with respect to the Mortgaged Property (including any payments received pursuant to the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant, occupant or party with rights with respect to any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) (hereinafter collectively referred to as the "**Rents**") and all proceeds from the sale, cancellation, surrender or other disposition of the Agreements and the right to receive and apply the Rents to the payment of the Loan (as hereinafter defined).

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns.

A. BORROWER WARRANTS that (i) Borrower is the sole owner of the entire lessor's or owner's interest in the Agreements; (ii) the Agreements are valid and enforceable (except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other provisions of applicable law relating to or affecting creditors' rights generally, and by general equity principles) and have not been altered, modified or amended in any manner whatsoever except as herein set forth; (iii) none of the Rents reserved in the



Agreements have been assigned or otherwise pledged or hypothecated other than Permitted Liens; (iv) none of the Rents have been collected for more than one (1) month in advance except in the ordinary course of business; (v) Borrower has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Mortgaged Property; and (vi) to Borrower's knowledge there exist no offsets or defenses to the payment of any portion of the Rents.

B. BORROWER COVENANTS with Lender that Borrower shall not, without the prior written consent of Lender, (a) enter into any timber, stumpage, coal, oil, gas or mineral agreements whereby a third party may cut timber or extract or process coal, oil, gas or other minerals on or from the Mortgaged Property except as permitted by the Loan Agreement, (b) lease all or any part of the Mortgaged Property, (c) alter or change the terms of any Agreement or cancel or terminate, waive or release, abridge or otherwise modify the terms of any Agreement except in the ordinary course of business, (d) consent to any assignment of or subletting under any Agreement not in accordance with its terms, (e) cancel, terminate, abridge or otherwise modify any guaranty of any Agreement or the terms thereof, (f) collect or accept prepayments of installments of Rents for a period of more than one (1) month in advance except in the ordinary course of business or (g) further assign, pledge, encumber or hypothecate the whole or any part of the Agreements or the Rents.

C. BORROWER FURTHER COVENANTS with Lender that, with respect to each Agreement, Borrower shall (a) observe and perform each and every provision thereof on the lessor's or owner's part to be fulfilled or performed under each Agreement and not do or permit to be done anything to impair the value of the Agreement as security for the Loan, (b) promptly send to Lender copies of all notices of default which Borrower shall send or receive thereunder, (c) enforce all of the terms, covenants and conditions contained in such Agreement upon the lessee's part to be performed, short of termination thereof, (d) appear in and defend any action growing out of or in any manner connected with the Agreements or Rents or the obligations or liabilities of Borrower with respect thereto, (e) execute and deliver, at the request of Lender, all such further assurances, confirmations and assignments in connection with any existing or future Agreements or the Mortgaged Property as Lender shall, from time to time, reasonably require and (f) from time to time upon request, furnish Lender with executed copies of all Agreements.

D. BORROWER FURTHER COVENANTS with Lender that Borrower shall from time to time forthwith upon reasonable request furnish to Lender in writing all information requested relating to the Rents and Agreements and Lender shall be entitled from time to time on reasonable advance notice during normal business hours to inspect such documentation and records, including all securities, bills, notes, books, papers, files, correspondence and other documents constituting or connected with the Rents and Agreements and, for such purposes, Lender shall have access to all of the Premises.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:



1. **Assignment.** IT IS AGREED that Borrower is hereby granted a license by Lender, to retain possession of the Agreements and to collect and retain the Rents unless and until there shall be an "Event of Default" (as defined herein) under the terms of this Assignment or any of the other Loan Documents. Upon an Event of Default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Lender may thereafter, without taking possession of the Project, take possession of the Agreements and collect the Rents. Further, from and after such termination, Borrower shall be the agent of Lender in collection of the Rents, and any Rents so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Lender and Borrower shall, within one (1) business day after receipt of any Rents, pay the same to Lender to be applied by Lender as hereinafter set forth.

Borrower does hereby absolutely and unconditionally assign to Lender Borrower's right, title and interest in all current and future Agreements and Rents, it being intended by Borrower that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any such Agreement or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance reasonably satisfactory to Lender, as may hereinafter be reasonably requested by Lender to further evidence and confirm said assignment. Nevertheless, subject to the terms of this Paragraph 1, Lender grants to Borrower an exclusive revocable license to operate and manage the Mortgaged Property and to collect the Rents. Upon an Event of Default (as defined in the Deed of Trust), the license granted to Borrower herein shall be automatically revoked by Lender and upon any such revocation Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Mortgaged Property. Upon the cure of the Event of Default which gave rise to the revocation and provided that no Default or Event of Default is then in existence, the license shall be reinstated unless Lender has sooner exercised its remedies hereunder. Lender is hereby granted and assigned by Borrower the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted shall be applied toward payment of the Loan in such priority and proportion as Lender, in its discretion, shall deem proper.

2. **Remedies of Lender.** Whenever an Event of Default shall exist, Lender may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Loan, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court of competent jurisdiction, enforce its interest in the Agreements and Rents and take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Mortgaged Property, in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to take from time to time all actions with respect to the performance and preservation of the Agreements as may seem proper to Lender and shall apply the Rents to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all



reasonable expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all reasonable expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Loan and any amounts due under the Deed of Trust, the Loan Agreement or any of the other Loan Documents, together with all costs and attorneys' fees. For purposes of Paragraphs 1 and 2, Borrower grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Lender for the proper management and preservation of the Mortgaged Property during the period of any uncured Event of Default. The exercise by Lender of the option granted it in this Paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Notes, the Deed of Trust, the Agreements, this Assignment or the Loan Documents.

3. No Liability of Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to perform the Agreements after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Agreements or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Agreements or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Agreements, except that this indemnity shall not be applicable to the extent that any of the foregoing matters are attributable to actions or omissions by any indemnified person constituting gross negligence, fraud or willful misconduct. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Deed of Trust and the Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured hereby, the Notes, and the Deed of Trust and the Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability upon Lender for the control, care, management or operation of the Mortgaged Property, nor for the performance of any of the terms and conditions of the Agreements, and no party to any Agreement shall have any claim against Lender for the failure of Lender to perform such terms and conditions; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Substances (as defined in the Loan Agreement), or for any negligence in the management, upkeep, repair or control of



the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. **Notice to Parties.** Borrower hereby irrevocably and unconditionally authorizes and directs the parties named in the Agreements upon receipt from Lender of written notice to the effect that Lender is then the holder of the Deed of Trust and that an Event of Default exists thereunder or under this Assignment, the Notes or the other Loan Documents to pay over to Lender all Rents and to continue so to do until otherwise notified by Lender, and Borrower hereby agrees to indemnify, defend and hold such parties harmless from all loss, cost or damage (including reasonable attorneys' fees) with respect to any such payments made by such parties to Lender.

5. **Other Security.** Lender may take or release other security for the payment of the Loan, release any party primarily or secondarily liable therefor and apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.

6. **Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Notes, the Deed of Trust or the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Loan and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. **No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower, for itself and all those claiming an interest by, through or under Borrower.

8. **No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9. **Certain Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Notes and any other evidence of indebtedness secured by the Deed of Trust," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the



words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein, and the word "Loan" shall mean the principal balance of the Notes with interest thereon as provided in the Notes and the Deed of Trust and all other sums due pursuant to the Notes, the Deed of Trust, this Assignment and the other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

10. **Non-Waiver.** The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Deed of Trust, the Notes or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Notes, the Deed of Trust or the other Loan Documents. Lender may resort for the payment of the Loan to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action to recover the Loan, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

11. **Invalid Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

12. **Additional Security Documents.** Borrower has heretofore executed and delivered, and will hereafter execute and deliver, to or for the benefit of Lender certain other assignments, and other documents and instruments assigning or encumbering certain other property of Borrower located in various states of The United States of America (collectively, sometimes, the "Additional Assignments"). The Lender, whether acting as a fiduciary or otherwise, may enforce its rights, powers and remedies with respect to, and realize upon, such Additional Assignments, either before or concurrently with or after enforcement of this Assignment, any other such security or any of the other Loan Documents (whether or not every aspect of any such enforcement may be commercially reasonable), all without impairing or being deemed to have waived any rights, benefits, liens or security evidenced by or arising under or in connection with this Assignment, any of the other Loan Documents, and without being deemed to have made an election thereby or to have accepted the benefits thereof (or the proceeds thereof) in full settlement of the Obligations and of its rights with respect thereto. No judgment, order or decree rendered against Borrower with respect to any such Additional Assignments or any of the other Loan Documents, whether rendered in the State in which the Mortgaged Property is situated or elsewhere, shall in any manner affect the enforceability of this Assignment, and any deficiency or other debt represented by any such judgment, order or decree shall, to the extent permitted by law, be treated as part of the Obligations for the purpose



of this Assignment to the same extent as prior to the rendering of such judgment, order or decree. Borrower for itself and for any and all persons who may at any time claim through or under Borrower or who hereafter may otherwise acquire any interest in or title to all or any part of the Collateral or any other security for the Obligations, hereby irrevocably waives and releases, to the extent permitted by law, all benefit of any and all laws that would limit or prohibit the effectiveness of anything set forth in this Section.

Notwithstanding anything contained herein to the contrary, Lender shall be under no duty to Borrower or any other person or entity, including without limitation, any holder of a junior, senior or subordinate mortgage and/or deed of trust on the Collateral of any part thereof or on any other security held by Lender, to exercise, exhaust or first resort to all or any of the rights, powers and remedies available to Lender, whether under this Assignment, the other Loan Documents or the Additional Assignments prior to any enforcement of this Assignment. Furthermore, Borrower and such other persons and entities waive all rights relating to marshaling and agree that Lender shall not be compelled to release any part of the property assigned under this Assignment, the other Loan Documents or the Additional Assignments or be prevented from enforcing this Assignment, the other Loan Documents or the Additional Assignments upon all or any part of such property unless the Obligations shall have been paid in full and that Lender shall not be compelled to accept or allow any apportionment of the Obligations to or among any of the property assigned by this Assignment, the other Loan Documents or the Additional Assignments.

13. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the state where the Mortgaged Property is located and federal laws of the United States of America in force therein.

14. **Termination of Assignment.** Upon payment in full of the Loan and the delivery and recording of a satisfaction or discharge of the Deed of Trust duly executed by Lender, this Assignment shall become and be void and of no effect.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Lender and any subsequent holder of the Deed of Trust and shall be binding upon Borrower, its successors and assigns and any subsequent owner of the Mortgaged Property.

[Remainder of page intentionally left blank; signature page to follow]



IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the day and year first above written.

BORROWER:

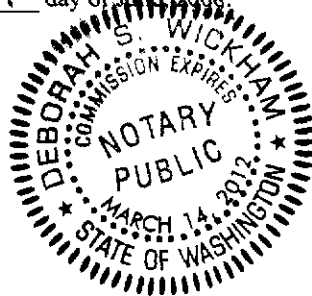
GREEN CROW CORPORATION,
a Washington corporation

By: *Randall S. Johnson*
Name: Randall S. Johnson
Title: President
Duly Authorized

STATE OF WASHINGTON)
) ss.
County of Clallam)

I certify that I know or have satisfactory evidence that Randall S. Johnson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Green Crow Corporation, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19th day of June, 2008.



Deborah S. Wickham
Notary Public in and for the State of Washington,
residing at Port Angeles
Deborah S. Wickham
Name (printed or typed)
My appointment expires: 03-14-2012

*[Signature and Acknowledgement Page to
Assignment of Leases, Contracts, Rents and Proceeds]*



200806250086
Skagit County Auditor

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

The Northwest Quarter and the Southwest Quarter of the Northeast Quarter in Section 28, Township 33 North, Range 6 East of the Willamette Meridian.

Situated in Skagit County, Washington

PARCEL B:

The North Half of Section 29, Township 33 North, Range 6 East of the Willamette Meridian.

Situated in Skagit County, Washington

PARCEL C:

Government Lots 1 and 2; The East Half of the Northwest Quarter; the North Half of the Northeast Quarter; and the North Half of the Southeast Quarter, Section 30, Township 33 North, Range 6 East of the Willamette Meridian.

Situated in Skagit County, Washington

PARCEL D:

Lots 29 to 35, inclusive, Block 3, LAKE CAVANAUGH SUBDIVISION, DIVISION NO.3, according to the plat thereof, recorded in Volume 6 of Plats, pages 25 to 31, inclusive, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL E:

Tract B, LAKE CAVANAUGH SUBDIVISION, DIVISION NO.3, according to the plat thereof recorded in Volume 6 of Plats, pages 25 to 31, inclusive, records of Skagit County, Washington;

TOGETHER WITH a perpetual non-exclusive easement as reserved by instrument recorded July 7, 1995, under Auditor's File No. 9507070096, records of Skagit County, Washington.

Situated in Skagit County, Washington



PARCEL F:

The Southeast Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 6 East of the Willamette Meridian;

EXCEPT the Warfield County Road No. 518 established by Resolution No. 1612.

Situated in Skagit County, Washington

PARCEL G:

Those certain tracts of land in Sections 20 and 21, of Township 35 North, Range 7 East of the Willamette Meridian, embraced in that certain mining claim duly patented according to law, known as the O'Toole Mining Claim, consisting of the Lloyd No.1; O'Toole No.2; Lloyd No.2; Torrey No.2; Savage No.2; Savage No.3; and Chandler No.3 lode claims designated by the surveyor general as Lot No. 300 as described in that certain patent recorded October 21, 1910, in the office of the Auditor of Skagit County, Washington, under Auditor's File No. 81584, records of Skagit County, Washington, in Volume 2 of mining claims, page 617.

Situated in Skagit County, Washington

PARCEL H:

That portion of the North Half of the Southeast Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 7 East of the Willamette Meridian, lying South of the County Road as conveyed to Skagit County by deed recorded under Auditor's File No. 496313, records of Skagit County, Washington;

TOGETHER WITH a non-exclusive easement for purpose of ingress and egress to and from the above describe real estate, and the South Half of the Southeast Quarter of the Northeast Quarter of Section 20, and the South Half of the Southwest Quarter of the Northwest Quarter, and the North Half of the Northwest Quarter of the Southwest Quarter of Section 21, all in Township 35 North, Range 7 East of the Willamette Meridian, over a strip of land thirty feet in width through the Northwest Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 7 East of the Willamette Meridian, lying 15 feet on either side of the following centerline:

Beginning at a point on the South side of the South Skagit County Road which is 1,376.0 feet. North of and 1,885.2 feet West of the one quarter corner common to Sections 20 and 21, Township 35 North, Range 7 East of the Willamette Meridian;



and running thence South 06°00" West, 32.5 feet;
thence South 62°15' East, 99.0 feet;
thence South 58°15' East 191.0 feet;
thence South 70°45' East, 195.7 feet;
thence South 24°45' East, 118.0 feet;
thence South 60°00' East, 95.3 feet, more or less, to the West line of the North Half
of the Southeast Quarter of the Northeast Quarter of the said Section 20.

Situated in Skagit County, Washington

PARCEL I:

The Northeast Quarter of the Northeast Quarter of Section 33, Township 35 North,
Range 9 East of the Willamette Meridian.

Situated in Skagit County, Washington

PARCEL J:

That portion of Government Lot 5 in Section 33, Township 35 North, Range 9 East
of the Willamette Meridian, lying Northerly of the Seattle and Northern Railroad
Company right of way, as conveyed by instrument recorded May 10, 1911, in
Volume 42 of Deeds, page 353, records of Skagit County, Washington;

EXCEPT any portion thereof lying within the Skagit County road right of way, as
conveyed to Skagit County by instrument recorded August 4, 1894, in Volume 30 of
Deeds, page 48, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL K:

The Northwest Quarter of the Northwest Quarter and that portion of Government
Lot 4 in Section 34, Township 35 North, Range 9 East of the Willamette Meridian,
lying Northerly of the right of way of the Great Northern Railway Company,

Situated in Skagit County, Washington

PARCEL L:

A non-exclusive easement for ingress and egress, upon, over, under, through, across
and along the Northerly 40 feet of Tract 17, of Parcel Map and Survey No. 2-75,
approved March 28, 1975 and recorded March 31, 1975, under Auditor's File No.



815269, records of Skagit County, Washington, in Volume 1 of Short Plats, pages 28 and 29, records of Skagit County, Washington; being a portion of the South Half of the Southwest Quarter of Section 27, Township 35 North, Range 9 East of the Willamette Meridian, and of Government Lot 3, Section 34, Township 35 North, Range 9 East of the Willamette Meridian.

Situated in Skagit County, Washington

