

RETURN ADDRESS:

Summit Bank
Burlington
723 Haggan Drive
PO Box 805
Burlington, WA 98233



200809190150

Skagit County Auditor

9/19/2008 Page 1 of 8 3:48PM

LAND TITLE OF SKAGIT COUNTY

130988-08

HAZARDOUS SUBSTANCES AGREEMENT

Reference # (if applicable): ICR37019-SM

Additional on page _____

Grantor(s):

1. CHASE AND COLE MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

Grantee(s)

1. Summit Bank

Legal Description: PTN GL 8, 33-36-3 AND VACATED LADYSMITH

Additional on page _____

Assessor's Tax Parcel ID#: 360333-0-047-001, 36033-0-048-0000, 36033-0-038-0002, 36033-0-045-0003

THIS HAZARDOUS SUBSTANCES AGREEMENT dated September 8, 2008, is made and executed among **CALENDAR CONSTRUCTION INC**, whose address is 5432 CHUCKANUT DR, BOW, WA 98232 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and Summit Bank, Burlington, 723 Haggan Drive, PO Box 805, Burlington, WA 98233 (referred to below as "Lender").

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Loan No: LTR-08-127

Page 2

For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in SKAGIT County, State of Washington:

See EXHIBIT "A", which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 5502 ET AL CHUCKANUT DRIVE, BOW, WA 98232. The Real Property tax identification number is 360333-0-047-001, 36033-0-048-0000, 36033-0-038-0002, 36033-0-045-0003.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, and except for any use that may have resulted in the existing Hazardous Substances disclosed below in this section, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. Hazardous Substances are present or have been released on, in, or about the Property, as more specifically described in the disclosures made to and accepted by Lender in writing. After due inquiry and investigation, and except as disclosed in this paragraph and accepted by Lender in writing, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources. Indemnitor has received no notices, oral or written, from any party or person, including without limitation any federal, state or local government agency or governing body, relating to any Hazardous Substances on, in, under or about the Property or any liability or responsibility therefore.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Existing Hazards. Indemnitor shall comply with any and all laws, regulations, orders, permits, covenants, approvals, restrictions or other requirements with respect to existing Hazardous Substances, including without limitation any restrictions on use of the Property, requirements to maintain remedial or monitoring systems, or requirements to provide notice to third parties of certain actions.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in



200809190150
Skagit County Auditor

HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: LTR-08-127

Page 3

Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement, or (e) arising out of or relating to the presence, release or threatened release of existing Hazardous Substances on, in, under or about the Property, including without limitation the migration of existing Hazardous Substances through the Property, irrespective of whether Indemnitor takes, or does not take, any action with regard to their migration through the Property. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement 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.

Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable. 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 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 and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

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

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Washington.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement 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 Agreement 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 Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, 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.



200809190150

Skagit County Auditor

9/19/2008 Page

3 of

8 3:48PM

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Loan No: LTR-08-127

Page 4

Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

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 Agreement 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 Agreement. Any party may change its address for notices under this Agreement 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, Indemnitor agrees to keep Lender informed at all times of Indemnitor'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 Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement 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 Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement 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 Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. 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 Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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 Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means Summit Bank, its successors and assigns.

Note. The word "Note" means the Note executed by CALENDAR CONSTRUCTION INC in the principal amount of \$96,830.30 dated September 8, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

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

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental 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.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED SEPTEMBER 8, 2008.



200809190150
Skagit County Auditor

9/19/2008 Page

4 of

8 3:48PM

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Loan No: LTR-08-127

Page 5

BORROWER:

CALENDAR CONSTRUCTION INC

By: RYAN J COSTANTI, President of CALENDAR CONSTRUCTION INC

CHASE AND COLE MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, Officer of CALENDAR CONSTRUCTION INC

By: RYAN J COSTANTI, Manager of CHASE AND COLE MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

LENDER:

SUMMIT BANK

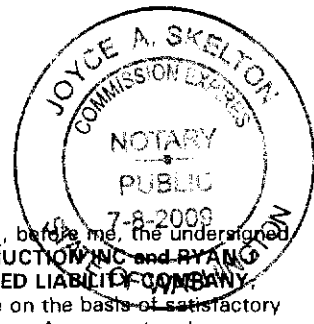
X Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF SKAGIT)

On this 10TH day of SEPT, 20 08, before me, the undersigned Notary Public, personally appeared RYAN J COSTANTI, President of CALENDAR CONSTRUCTION INC and RYAN J COSTANTI, Manager of CHASE AND COLE MANAGEMENT, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, Officer of CALENDAR CONSTRUCTION INC, and personally known to me or proved to me on the basis of satisfactory evidence to be authorized agents of the corporation that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Joyce A Skelton Residing at 1717 Vernon
Notary Public in and for the State of WA My commission expires 7/8/09

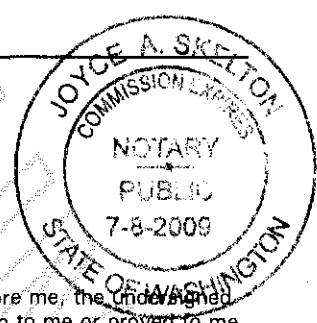


LENDER ACKNOWLEDGMENT

STATE OF WA)
) SS
COUNTY OF SKAGIT)

On this 10TH day of SEPT, 20 08, before me, the undersigned Notary Public, personally appeared James E Bishop Jr and personally known to me or proved to me on the basis of satisfactory evidence to be the CCC, authorized agent for Summit Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Summit Bank, duly authorized by Summit Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Summit Bank.

By Joyce A Skelton Residing at 1717 Vernon
Notary Public in and for the State of WA My commission expires 7/8/09



Schedule "A-1"

130998-OS

DESCRIPTION:

PARCEL "A":

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point 248.8 feet West and 83 feet South of the Northeast corner of Government Lot 8; thence South 83 feet, more or less, to the North line of that certain tract conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959, under Auditor's File No. 576908; thence East along said North line to a point which lies 175 feet West and 162.2 feet South of the Northeast corner of said Government Lot 8; thence North 83 feet, more or less, to the South line of that certain tract conveyed to John P. Potter, et ux, by Deed recorded December 27, 1960, under Auditor's File No. 602456; thence West along said South line to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The East 10 feet less the South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point 175 feet West and 162.2 feet South of the Northeast corner of said Lot 8; thence West 146.5 feet; thence South 160.2 feet, more or less, to the North line of the County road, now State Highway 1-C; thence Northeast along the Northerly line of said road to a point South of the point of beginning; thence North 136.5 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

That tract of land shown on the "PLAT OF LADYSMITH," according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930 and recorded June 27, 1930, under Auditor's File No. 234986; on the South by Main Street mentioned in said plat and on the West by Commercial Avenue, mentioned in said plat.



200809190150

Skagit County Auditor

Schedule "A-1"

130998-OS

DESCRIPTION CONTINUED:

PARCEL "C" continued:

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South,

EXCEPT the North 83 feet thereof,

ALSO EXCEPT the South 85 feet thereof,

AND ALSO EXCEPT the West 16.2 feet thereof.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

The South 85 feet of that portion of Government Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

That tract of land shown on the that tract of land shown on the "PLAT OF LADYSMITH," according to the plat thereof recorded April 24, 1912, records of Skagit County, Washington; and marked reservation and said reservation or tract hereby conveyed is a strip of land 239 feet long and 62 and one half feet wide and is bound on the North by Ampere Street mentioned in said plat, on the East by that certain tract conveyed to Northcoast Transportation Company by Deed dated June 26, 1930 and recorded June 27, 1930, under Auditor's File No. 234986; on the South by Main Street mentioned in said plat and on the West by Commercial Avenue, mentioned in said plat.

TOGETHER WITH vacated portions of streets adjoining said tract on the North, West and South,

Situate in the County of Skagit, State of Washington.

PARCEL "E":

That portion of Government Lot 8, Section 33, Township 36 North, Range 3 East, W.M., described as follows:

Beginning at a point which is 83 feet South and 82.5 feet West of the Northeast corner of said Government Lot 8, said point being on the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by deed recorded September 6, 1945, under Auditor's File No. 382994 and also being the Southeast corner of that certain tract of land as conveyed to Merlin Dutch Wilson, et ux, by deed recorded January 2, 1946, under Auditor's File No. 286701; thence West along the South line of the said Wilson tract and along the South line of that certain tract of land as conveyed to Merlin E. Wilson, et ux, by deed recorded November 22, 1944, under Auditor's File No. 376151, 214.3 feet, more or less, to a point which is 296.8 feet West of the East line of said Government Lot 8;



200809190150
Skagit County Auditor

DESCRIPTION CONTINUED:

PARCEL "E" continued:

thence North 83 feet to a point on the North line of said Government Lot 8 which is 296.8 feet West of the East line of said Government Lot 8;
thence West along the North line of said Government Lot 8, 135.5 feet to a point which is 432.3 West of the East line of said Government Lot 8;
thence South 166 feet;
thence East 110.8 feet, more or less, to a point that is 166 feet South of the North line of said Government Lot 8 and 321.5 feet West of the East line of said Government Lot 8, said point also being on the West line of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded February 24, 1959, under Auditor's File No. 576908;
thence South 156.4 feet, more or less, to the North line of the County road, now State Highway 1C;
thence Northeasterly along the Northerly line of said road to a point that is 175 feet West of the East line of said Government Lot 8;
thence North 85 feet, more or less, to the Northwest corner of that certain tract of land as conveyed to James C. Henry, et ux, by Deed recorded March 9, 1959, under Auditor's File No. 577485;
thence East along the North line of the said James C. Henry tract, 92.5 feet, more or less, to the West line of that certain strip of land as conveyed to Puget Sound Power and Light Company by Deed recorded under Auditor's File No. 282994;
thence North along the West line of the said Puget Sound Power and Light Company tract to the point of beginning,

EXCEPTING from the above described tract that portion thereof lying within the boundaries of that certain parcel of land acquired by J. C. Henry, et ux, from Julia Jewel Haaland, by Deed recorded April 29, 1976, under Auditor's File No. 834084.

Situate in the County of Skagit, State of Washington.



200809190150

Skagit County Auditor