

AFTER RECORDING RETURN TO:
Columbia State Bank
1102 Broadway Plaza, MS 6100
Tacoma, WA 98402



201207160168

Skagit County Auditor

7/16/2012 Page 1 of 10 3:37PM

LAND TITLE OF SKAGIT COUNTY

P20317, P119696, P22109, P22110, P22111, P22122, P22124

(Space Above This Line For Recording Data)

LOAN NUMBER: 1205002711

COMMERCIAL REAL ESTATE MORTGAGE

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on July 11, 2012 between the mortgagor(s) Robert Hayton and Susan Hughes-Hayton, husband and wife, whose address is P O Box 399, Burlington, Washington 98233-0399 ("Mortgagor"), and Columbia State Bank - Mount Vernon Office whose address is 1725 E College Way, Mount Vernon, Washington 98273 ("Lender"), which is organized and existing under the laws of the State of Washington. Mortgagor in consideration of loans extended by Lender up to a maximum principal amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) ("Maximum Principal Indebtedness"), and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants and conveys to Lender, its successors and assigns, forever, the following described property located in the County of Skagit, State of Washington:

Address: NHN Channel Rd., La Conner, Washington 98257

Legal Description: Ptn Lot 4 SP #PL00-0408; Ptn Sec 13&24-34-2 & 19-34-2; PntLt4SP#PL02-0485; Ptn 13-34-2 & 18-34-2 E.W.M. See Exhibit A attached hereto and by this reference made a part thereof for the full legal description

Parcel ID/Sidwell Number: 340213-0-005-0500 Property I.D. No.: P119905, 340213-0-0052-0600, Property I.D. No.: P119903, 340213-0-006-0007 Property I.D. No.: P20309, 340213-0-004-0009 Property I.D. No.: P20307, 340213-4-001-0004 P20316

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

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

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INDEBTEDNESS. This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor and **Hayton Farms, Inc.** to Lender, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").

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

CROSS COLLATERALIZATION. It is the expressed intent of Mortgagor to cross collateralize all of its Indebtedness and obligations to Lender, howsoever arising and whensoever incurred.

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

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

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

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

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

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

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

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get

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a minimum of 10 days notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor.

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

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from any liability or expense of whatsoever nature incurred directly or indirectly as a result of Mortgagor's violation of applicable local, state and federal environmental laws and regulations or Mortgagor's involvement with hazardous or toxic materials.

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

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

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender all rents, income and profits ("Rents") under any present or future leases, subleases or licenses of the Property, including any guaranties, extensions, amendments or renewals thereof, from the use of the Property. So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or

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appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

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

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

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

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

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

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof. Lender shall give such notices as the laws of Washington prescribe, and after the lapse of such time as may be required by applicable law, Lender may sell the Property according to the laws of Washington. Lender may sell the Property at the time and place and under the terms designated by Washington law and in any notices of sale that



may be issued in conjunction with the sale. Lender may sell the Property in one or more parcels and in such order as Lender may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

JOINT AND SEVERAL LIABILITY. If this Security Instrument should be signed by more than one person, all persons executing this Security Instrument agree that they shall be jointly and severally bound, where permitted by law.

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

NOTICES AND WAIVER OF NOTICE. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Security Instrument unless an alternative address has been provided to Lender in writing. To the extent permitted by law, Mortgagor waives notice of Lender's acceptance of this Security Instrument, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

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

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

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

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

GOVERNING LAW. This Security Instrument will be governed by the laws of the State of Washington including all proceedings arising from this Security Instrument.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest

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of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the related transactions.

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

ADDITIONAL PROVISIONS. FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood. Signed and sealed by Mortgagor(s):

Robert Hayton *7-16-12*

Robert Hayton Date
Individually

Susan Hughes-Hayton *7.16.12*

Susan Hughes-Hayton Date
Individually

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF Skagit)

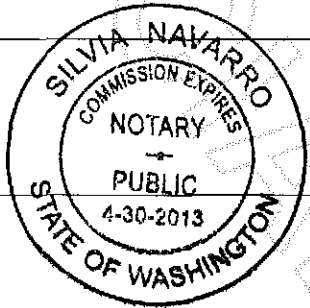
On this day personally appeared before me Robert Hayton, Robert Hayton, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this July 10, 2012.

My commission expires: 4/30/2013

_____, in and for the state of Washington, residing at

Skagit Identification Number _____

(Official Seal)



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INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF Skagit)

On this day personally appeared before me **Susan Hughes-Hayton**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed the same as his/her free voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this

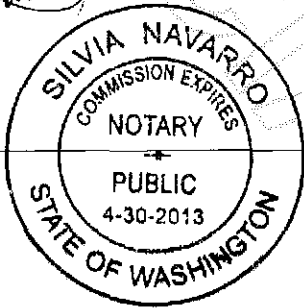
July 14, 2012

My commission expires: 4/30/2013

_____, in and for the state of Washington, residing at _____

Skagit
Identification Number _____

(Official Seal)



THIS INSTRUMENT PREPARED BY:
Columbia State Bank
1102 Broadway Plaza, MS 6100
Tacoma, WA 98402

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Exhibit A

A portion of Lot 4 of Short Plat No. PL00-0408, as approved July 31, 2002 and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, being in Sections 13 and 24, Township 34 North, Range 2 East, W.M., and also in Section 19, Township 34 North, Range 3 East, W.M.

AND ALSO a portion of Lot 4 of Short Plat No. PL02-0485, as approved September 13, 2002 and recorded under Auditor's File No. 200209160059, records of Skagit County, Washington, being in Section 13, Township 34 North, Range 2 East, W.M., and also in Section 18, Township 34 North, Range 3 East, W.M., said portion of Lot 4 of Short Plat No. PL00-0408 and said Lot 4 of Short Plat No. PL02-0485, lying Northerly and Easterly of the following described line:

Beginning at the Southeast corner of said Lot 4, Short Plat No. PL02-0485;
thence Westerly along the South line of said Lot 4 to the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington;
thence North 89°21'46" West 2,070.66 feet along an existing ditch to a line that is 40 feet East of and parallel with the East line of said PLAT OF SKAGIT BEACH NO. 1";
thence North 45°28'30" East 142.20 feet along said parallel line;
thence North 24°38'30" East 239.26 feet along said parallel line;
thence North 04°26'30" West 298.01 feet along said parallel line;
thence North 14°57'00" East 213.60 feet along said parallel line to an existing ditch;
thence South 88°35'37" East 552.13 feet along said ditch;
thence North 75°40'36" East 31.97 feet along said ditch;
thence North 60°30'11" East 94.00 feet along said ditch;
thence North 00°00'00" West 1,375.31 feet to an existing ditch;
thence North 49°40'18" West 93.40 feet along said ditch;
thence North 62°34'07" West 48.57 feet along said ditch;
thence North 72°31'43" West 35.22 feet along said ditch;
thence North 62°29'38" West 32.82 feet along said ditch;
thence North 48°48'39" West 51.56 feet along said ditch;
thence North 54°12'12" West 79.38 feet along said ditch;
thence North 80°52'14" West 59.94 feet along said ditch;
thence South 75°58'30" West 110.80 feet along said ditch;
thence North 72°37'53" West 67.46 feet along said ditch;
thence North 63°44'03" West 102.39 feet along said ditch;
thence North 43°11'28" West 98.98 feet along said ditch;
thence North 31°52'08" West 107.10 feet along said ditch;
thence North 16°33'40" West 125.70 feet along said ditch;
thence North 04°10'20" East 153.90 feet along said ditch;
thence North 28°53'43" East 156.41 feet along said ditch;
thence North 16°42'45" East 105.13 feet along said ditch;
thence North 00°35'19" West 108.97 feet along said ditch;
thence North 07°31'33" West 141.06 feet along said ditch;
thence North 05°34'37" East 103.70 feet along said ditch;
thence North 18°28'35" East 114.83 feet along said ditch;



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Exhibit A

thence North 33°05'56" East 101.50 feet along said ditch;
thence North 45°42'52" East 98.54 feet along said ditch;
thence North 38°10'50" East 59.78 feet along said ditch;
thence North 21°25'46" East 30.65 feet along said ditch;
thence North 17°35'36" East 40 feet, more or less, to the North line of said Lot 4, Short Plat No. PL02-0485,
and the terminus of said line.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only over, across, under and through the East 30 feet of that portion of Lot 4 of Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lots 1 and 2 of Section 19, Township 34 North, Range 3 East, W.M.

A non-exclusive easement for ingress, egress and utilities for agricultural and farming purposes only, over, across, under and through a strip of land 30 feet in width lying Easterly of and adjacent to the West line of that portion of Lot 4, Short Plat No. PL00-0408, as approved on July 31, 2002, and recorded under Auditor's File No. 200208010118, records of Skagit County, Washington, lying within Government Lot 1 of Section 24, Township 34 North, Range 2 East, W.M., and Government Lot 7, of Section 13, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

An easement 30 feet in width lying Easterly and Southerly of the following described line:

Beginning at a point which bears North 89°21'46" West, a distance of 2,070.66 feet from the Southeast corner of said Section 13, as shown on the "PLAT OF SKAGIT BEACH NO. 1," as per plat recorded in Volume 8 of Plats, page 71, records of Skagit County, Washington, and which point is the most Southwesterly corner of that fee tract of land conveyed hereinabove to Hayton Farms, Grantee from Triple J Enterprises, Grantor;
thence North 45°28'30" East along the Westerly line of the hereinabove described Triple J Enterprises to Hayton Farms conveyance, a distance of 42.31 feet to the true point of beginning of this Easement Line
Description;
thence North 89°21'46" West, a distance of 56.41 feet to a point on the Westerly line of said Lot 4 of Short Plat No. PL00-0408, and on the Easterly line of Tract "E" of said "PLAT OF SKAGIT BEACH NO. 1";
thence South 45°28'30" West along the East line of said Tract "E", a distance of 244.83 feet to the most Southeasterly corner of said Tract "E";
thence Southerly and Westerly along the Easterly line of Tract "A", of said PLAT OF SKAGIT BEACH NO. 1"; along the following courses and distances: South 9°44' West, a distance of 236.01 feet, South 86°00'30" West, a distance of 274.92 feet; South 22°40'30" West, a distance of 50.00 feet, more or less, to a point 15 feet Southerly of the centerline of an existing driveway access and which point is the terminus of this easement description.



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