

RETURN ADDRESS:

Peoples Bank
Loan Services Department
P.O. Box 233
Lynden, WA 98264



Skagit County Auditor
6/25/2013 Page

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LAND TITLE OF SKAGIT COUNTY

147007-0

HAZARDOUS SUBSTANCES AGREEMENT

Reference # (if applicable): _____

Additional on page _____

Grantor(s):

1. MORELAND, DAVID C
2. SMITH-MORELAND, EILEEN K

Grantee(s)

1. PEOPLES BANK

Legal Description: PTN 1/2 GOV LOT 2, 26-36-2 E W.M.

Additional on page 2

Assessor's Tax Parcel ID#: 306226-0-005-0001 P 47098

THIS HAZARDOUS SUBSTANCES AGREEMENT dated June 24, 2013, is made and executed among **DAVID C MORELAND**, whose address is 4902 SEACLIFF LN, BOW, WA 98232-9403 and **EILEEN K SMITH-MORELAND**, whose address is 4902 SEACLIFF LN, BOW, WA 98232-9403 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and **PEOPLES BANK, MOUNT VERNON REAL ESTATE LOAN CENTER, 1801 RIVERSIDE DRIVE, MOUNT VERNON, WA 98273** (referred to below as "Lender").

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Loan No: 5721695-1

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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 4902 SEACLIFF LN, BOW, WA 98232-9403. The Real Property tax identification number is 306226-0-005-0001 P 47098.

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 Credit Agreement default rate, or in the absence of a default rate, at the Credit Agreement 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 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



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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 Credit Agreement default rate, or in the absence of a default rate, at the Credit Agreement 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. What is written in this Agreement is Indemnitor's entire agreement with Lender concerning the matters covered by this Agreement. To be effective, any change or amendment to this Agreement must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; 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 as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees 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.

Choice of Venue. If there is a lawsuit, Indemnitor agrees upon Lender's request to submit to the jurisdiction of the courts of SKAGIT County, 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. Indemnitor understands Lender will not give up any of Lender's rights under this Agreement unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Indemnitor will not have to comply with the other provisions of this Agreement. Indemnitor also understands that if Lender does consent to a request, that does not mean that Indemnitor will not have to get Lender's consent again if the situation happens again. Indemnitor further understands that just because Lender consents to one or more of Indemnitor's requests, that does not mean Lender will be required to consent to any of Indemnitor's future requests. Indemnitor waives presentment, demand for payment, protest, and notice of dishonor. Indemnitor



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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 person may change his or her address for notices under this Agreement by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person'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. It will be Indemnitor's responsibility to tell the others of the notice from Lender.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

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.

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

DEFINITIONS. The following words shall have the following meanings when used in this Agreement:

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.

Credit Agreement. The words "Credit Agreement" mean the note or credit agreement dated June 24, 2013, in the principal amount of \$250,000.00 from DAVID C. MORELAND and EILEEN K. SMITH-MORELAND to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the note or credit agreement.

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 Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement 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 PEOPLES BANK, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the 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 JUNE 24, 2013.



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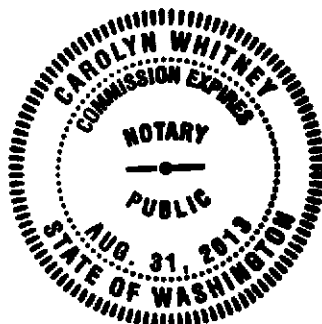
BORROWER:

X *David C Moreland*
DAVID C MORELAND
X *Eileen K Smith-Moreland*
EILEEN K SMITH-MORELAND

LENDER:

PEOPLES BANK

X *Carolyn Whitney*
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington)
) SS
COUNTY OF Skagit)

On this day before me, the undersigned Notary Public, personally appeared DAVID C MORELAND and EILEEN K SMITH-MORELAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals described in and who executed the Hazardous Substances Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of June, 2013

By *Carolyn Whitney*
Notary Public in and for the State of _____

Residing at Bow, WA
My commission expires 8-31-2013

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ and personally known to me or proved to me on the basis of satisfactory evidence to be the _____, authorized agent for PEOPLES BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of PEOPLES BANK, duly authorized by PEOPLES 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 PEOPLES BANK.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____



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Schedule "A-1"

147007-O

DESCRIPTION:

PARCEL "A":

That portion of the West ½ of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the South ¼ corner of said Section 26;
thence South 89°44'30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the blacktop marking 1/64th corner;
thence North 1°03'26" East, along the East line of the West ½ of Government Lot 2, a distance of 571.61 feet to a point 120 feet Southerly of the Southerly line of the H.R. Roney Road, and the true point of beginning;
thence continue North 1°03'26" East, a distance of 120 feet to the Southerly line of the H.R. Roney Road;
thence North 82°34'04" West along said Southerly line to a point 85 feet West, as measured at right angles, to the East line of the West ½ of said Government Lot 2;
thence South 0°47'39" West to a point which lies South 85°30'56" West of the true point of beginning;
thence North 85°30'56" East to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the West ½ of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the South ¼ corner of said Section 26;
thence South 89°44'30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the blacktop marking 1/64th corner;
thence North 1°03'26" East, along the East line of the West ½ of Government Lot 2, a distance of 691.61 feet to the Southerly line of the H.R. Roney Road;
thence North 82°34'04" West along said Southerly line to a point 85 feet (as measured at right angles) West of the Northerly projection of the East line of the West ½ of said Government Lot 2 and the true point of beginning;
thence continue North 82°34'04" West, a distance of 15.00 feet;
thence South 0°47'39" West 120.00 feet;
thence North 85°30'56" East 15.00 feet;
thence North 0°47'39" East 120.00 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.



Schedule "A-1"

147007-O

DESCRIPTION CONTINUED:

PARCEL "C":

That portion of the West ½ of Government Lot 2, Section 26, Township 36 North, Range 2 East, W.M., described as follows:

Beginning at the South ¼ corner of said Section 26;
thence South 89°44'30" East, along the South line of Section 26, a distance of 667.05 feet to a nail in the blacktop marking 1/64th corner;
thence North 1°03'26" East, along the East line of the West ½ of Government Lot 2, a distance of 541.61 feet to a point 150 feet Southerly of the Southerly line of the H.R. Roney Road, and 30 feet Southerly of the Southeast corner of that tract conveyed to Roland Richmond Rueb, Jr., by deed recorded May 14, 1980, under Auditor's File No. 8005140004, records of Skagit County, Washington, and the true point of beginning;
thence continue North along the East line of the West ½ of Government Lot 2, a distance of 30 feet to the Southeast corner of said Rueb Tract;
thence continue South 85°30'56" West along the Southerly border of said tract, a distance of 84.76 feet to the Southwest corner thereof;
thence North 0°47'39" East, along the Westerly border of said tract, a distance of 20.98 feet, to the Southeast corner of that tract conveyed to David C. Moreland and Eileen K. Smith Moreland, husband and wife, by deed recorded October 22, 1980, under Auditor's File No. 9010220080, records of Skagit County, Washington;
thence South 85°30'56" West, along the Southerly border of said Moreland tract, a distance of 15 feet to the Southwest corner thereof;
thence South 0°47'39" West to a point which lies South 85°30'56" West of the true point of beginning;
thence North 85°30'56" East to the true point of beginning

Situate in the County of Skagit, State of Washington.

The above described Parcels "A" and "B" above described being together with the South 15 feet of Roney Road as vacated by Order filed October 2, 1991, under Auditor's File No. 9110020006.



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