



201412090083

Skagit County Auditor  
12/9/2014 Page

1 of 14 3:32PM  
\$85.00

This Space Provided for Recorder's Use

WHEN RECORDED MAIL TO:

GUARDIAN NORTHWEST TITLE CO.

108166-2

Owens Realty Mortgage, Inc  
Loan #51336  
P.O. Box 2400  
Walnut Creek, CA 94595

**ABSOLUTE ASSIGNMENT OF RENTS AND LEASES**

Assignor: **CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company; and CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington corporation**  
Assignee: **OWENS REALTY MORTGAGE, INC., a Maryland corporation**

Legal Description: **Portions of Section 10, 11, 14 and 15 of Township 34 North, Range 4 East, W.M.**

Assessor's Property Tax Parcel or Account No.: **APN's: P24443, 340410-1-007-0005, P24490, 340410-4-001-0005, P24494, 340410-4-006-0000, P24532, 340411-3-002-0005, P24533, 340411-3--003-0004, P24692, 340414-0-001-0009, P24801, 340415-1-001-0006, P24805, 340415-1-005-0002, P24806, 340415-1-006-0001, P24890, 340415-4-000-0001, P128590, 340411-2-004-0100, P24535, 340411-3-005-0002, P24695, 340414-0-003-0007, P24696, 340414-0-004-0006, P24697, 340414-0-005-0005, P24731, 340414-2-004-0002, P24743, 340414-3-007-0007, P109225, 340411-3-006-0001**

THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES ("Assignment") is dated **November 3, 2014**, among **CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company; and CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington corporation**, whose address is **1028 Wilmington Way, Redwood City, CA 94062** (referred to together below as "Assignor"); **OWENS REALTY MORTGAGE, INC., a Maryland corporation**, whose address is **P.O. Box 2400, Walnut Creek, CA 94595**, (referred to below as "Assignee").

This Assignment is made for the purpose of securing:

The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of even date herewith in the principal sum of: **\$1,860,067.74** and secured by that certain Deed of Trust, of even date herewith, (hereinafter referred to as the "Deed of Trust") upon all that real property located in the **County of Skagit, State of Washington** and described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND HEREIN INCORPORATED BY THIS REFERENCE FOR LEGAL DESCRIPTION HEREIN INCORPORATED BY THIS REFERENCE** (the "premises").

The payment of any other indebtedness or liability of Assignor to Assignee, now or hereafter arising, and secured by the Deed of Trust; and

The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Deed of Trust, or any other instrument constituting security for the Note.

**WITNESSETH**

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under the lease and rental agreements affecting the premises described herein, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said lease and rental agreements, and any of them, (all of which are hereinafter collectively referred to as the "Leases"), and all rents, royalties, issue, revenues, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or which may be derived from or exist on account of the use of the premises. The foregoing Assignment is recorded in accordance with RCW 65.08.070 and the lien created by this Assignment is intended to be specific, perfected, and choate upon the recording of this Assignment.

**ASSIGNOR WARRANTS, COVENANTS AND AGREES TO AND FOR THE BENEFIT OF ASSIGNEE AS FOLLOWS:**

1. That it is the sole owner of the entire Lessor's interest in the Leases and that, it has not and shall not execute any other assignment of any of the Leases or the rents, income and profits accruing from the premises, and that it has not and shall not intentionally and voluntarily perform any acts or execute any other instrument which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. **If there are any exceptions, they shall be set out and identified in an Exhibit and attached hereto.**

INITIAL ( ) ( ) ( ) ( )

2. That the Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, renewed, nor have any of the terms and conditions thereof been waived, in any manner whatsoever, except as approved in writing by Assignee, and shall not be altered, modified, amended, terminated, renewed, or any term or condition thereof be waived, without the prior written approval of Assignee, which approval shall not be unreasonably withheld.

3. That there are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time, or both, would constitute a default under any of the Leases; and that Assignor will fulfill or perform each and every condition and covenant of each of the Leases by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by Assignor under any of the Leases received by Assignor, together with complete copy of any such notice. Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by any lessee (the "Lessee(s)") to be performed observed.



This Assignment is made for the purpose of securing:

The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of even date herewith in the principal sum of: **\$1,860,067.74** and secured by that certain Deed of Trust, of even date herewith, (hereinafter referred to as the "Deed of Trust") upon all that real property located in the **County of Skagit, State of Washington** and described as follows: **SEE EXHIBIT "A" ATTACHED HERETO AND HEREIN INCORPORATED BY THIS REFERENCE FOR LEGAL DESCRIPTION HEREIN INCORPORATED BY THIS REFERENCE** (the "premises").

The payment of any other indebtedness or liability of Assignor to Assignee, now or hereafter arising, and secured by the Deed of Trust; and

The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Deed of Trust, or any other instrument constituting security for the Note.

**WITNESSETH**

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under the lease and rental agreements affecting the premises described herein, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said lease and rental agreements, and any of them, (all of which are hereinafter collectively referred to as the "Leases"), and all rents, royalties, issue, revenues, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or which may be derived from or exist on account of the use of the premises. The foregoing Assignment is recorded in accordance with RCW 65.08.070 and the lien created by this Assignment is intended to be specific, perfected, and choate upon the recording of this Assignment.

**ASSIGNOR WARRANTS, COVENANTS AND AGREES TO AND FOR THE BENEFIT OF ASSIGNEE AS FOLLOWS:**

1. That it is the sole owner of the entire Lessor's interest in the Leases and that, it has not and shall not execute any other assignment of any of the Leases or the rents, income and profits accruing from the premises, and that it has not and shall not intentionally and voluntarily perform any acts or execute any other instrument which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment. **If there are any exceptions, they shall be set out and identified in an Exhibit and attached hereto.**

INITIAL ( ) ( ) ( )

2. That the Leases are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, renewed, nor have any of the terms and conditions thereof been waived, in any manner whatsoever, except as approved in writing by Assignee, and shall not be altered, modified, amended, terminated, renewed, or any term or condition thereof be waived, without the prior written approval of Assignee, which approval shall not be unreasonably withheld.

3. That there are no defaults now existing under any of the Leases, and there exists no state of facts which, with the giving of notice or lapse of time, or both, would constitute a default under any of the Leases; and that Assignor will fulfill or perform each and every condition and covenant of each of the Leases by Lessor to be fulfilled or performed, give prompt notice to Assignee of any notice of default by Assignor under any of the Leases received by Assignor, together with complete copy of any such notice. Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any Lease, the performance or observance of each and every covenant and condition of all such Leases by any lessee (the "Lessee(s)") to be performed observed.



4. That it has not and shall not collect, or accept payment of, rent under any of the Leases more than one (1) month in advance, other than as provided under the Leases.

5. Assignor shall, upon receipt of demand by Assignee, deliver to Assignee copies of all Leases covered by this Assignment.

6. That it shall and does hereby assign and transfer to the Assignee any and all subsequent Leases upon all, or any part, of the premises, and shall execute and deliver, at the request of Assignee, all such further assurances and assignments as Assignee shall, from time to time, require or deem necessary.

7. That each of the Leases shall remain in full force and effect, irrespective of any merger of the interests of the Lessor and Lessee under any of the Leases, without Assignee's approval.

8. That Assignor will not permit the Lessor's interest in any Lease to become subordinate to any lien, other than the lien of the Deed of Trust.

**ASSIGNOR FURTHER AGREES AS FOLLOWS:**

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notified by Assignee in writing that a default has occurred under the terms and conditions of the Note or Deed of Trust, or any other instrument constituting additional security for the Note, Assignor shall have a license to receive, collect and enjoy the rents, income and profits accruing from the premises.

In the event of any default in the Note or Deed of Trust, or any other instrument or document constituting additional security for the Note, Assignee may, at its option, receive and collect all such rents, income and profits as they become due, from such premises and under any and all Leases for all, or any part, of the premises. Assignee shall, thereafter, continue to receive and collect all such rents, income and profits, until such default has been cured.

Assignor hereby appoints Assignee as its true and lawful attorney, with full power of substitution, and with power for Assignee in its own name and capacity, or in the name and capacity of Assignor, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the premises after default, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name, or in the name of Assignor, or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the premises are hereby expressly authorized and directed by Assignor to pay any and all amounts due Assignor pursuant to the Leases to Assignee, or such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability or obligation to Assignor, in respect of all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee, or its designee, to enter upon the premises pursuant to an Order of the Court. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the premises; and of any indebtedness or liability secured by or created under the Note, and any instrument securing it, including, but not limited to, the payment of receiver's fees, receiver's attorneys' fees, receiver's certificate, taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the premises, or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of the principal and interest payments due from Assignor to Assignee on the Note and the Deed of Trust, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder, or to perform or carry out any of



the obligations of the Lessor under any of the Leases, and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. Assignor hereby agrees that the following shall be added to the indebtedness secured hereby: any liability, loss or damage incurred by Assignee hereunder or by reason of this Assignment, including, without limitation, reasonable attorneys' fees which may or might be incurred by it under the Leases, or any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Assignor hereby agrees to indemnify Assignee and to hold it harmless from any and all liability, loss or damage, including, without limitation, reasonable attorneys' fees and costs, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in place of the Leases. It is further understood that this Assignment shall not operate to place any responsibility for the control, care, management or repair of the premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the premises by the Lessee under any of the Leases, or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury or death of any lessee, licensee, employee or stranger.

Assignee may take or release other security, may release any party, primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

Upon payment in full of all indebtedness secured hereby, as evidenced by the recording of a full reconveyance, without the recording of another deed of trust in favor of the Assignee affecting the premises, this assignment shall be void and of no effect.

Assignee may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and any monies expended in so doing shall be chargeable, with interest, to the Assignor and added to the indebtedness secured hereby.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any warranties or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Deeds of Trust, or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices to be given pursuant to this Assignment shall be sufficient if mailed, postage prepaid to the above-described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only, and shall apply with the same effect, whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall, likewise, include the plural.



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\$85.00

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This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

**Governing Law:** WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT LAW, THIS INSTRUMENT AND ALL OF THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA EXCEPT THAT THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED RELATING TO THE CREATION, PERFECTION OR PRIORITY OF LIENS AND SECURITY INTERESTS AND TO FORECLOSURE OR OTHER REMEDY WITH RESPECT TO THE PROPERTY SHALL NECESSARILY GOVERN. IN NO EVENT WILL CALIFORNIA'S "ONE FORM OF ACTION RULE" (California Civil Code of Procedure section 726) BE AVAILABLE TO BORROWER, IT'S SUCCESSORS AND/OR ASSIGNS. THE VENUE FOR ANY DISPUTE, WHETHER IN FEDERAL OR STATE COURT, SHALL, AT ASSIGNEE'S OPTION, BE IN CONTRA COSTA COUNTY, CALIFORNIA.

Execution in Counterparts. This ABSOLUTE ASSIGNMENT OF RENTS & LEASES may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be executed as of the date and year first above written, at Walnut Creek, California.

**ASSIGNOR:**

CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company

BY: SE SKAGIT LAND, LLC, a Washington limited liability company  
ITS: Managing Member

BY: JCPOETSCH ADVISORS, INC., a California corporation  
ITS: Managing Member

BY: [Signature]  
Jeffrey Poetsch, President

BY: [Signature]  
Alison Poetsch, Secretary

BY: \_\_\_\_\_  
John Patrick May, Managing Member

CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington corporation

BY: [Signature]  
Jeffrey Poetsch, President

BY: [Signature]  
Alison Poetsch, Secretary



This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

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**ASSIGNOR:**

CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington limited liability company

BY: SE SKAGIT LAND, LLC, a Washington limited liability company  
ITS: Managing Member

BY: JCPOETSCH ADVISORS, INC., a California corporation  
ITS: Managing Member

BY: \_\_\_\_\_  
Jeffrey Poetsch, President

BY: \_\_\_\_\_  
Alison Poetsch, Secretary

BY: \_\_\_\_\_  
John Patrick May, Managing Member

CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington corporation

BY: \_\_\_\_\_  
Jeffrey Poetsch, President

BY: \_\_\_\_\_  
Alison Poetsch, Secretary



STATE OF California

COUNTY OF San Mateo

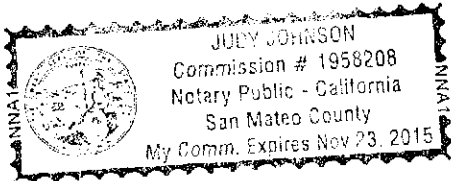
On 12/05/2014, before me, Judy Johnson  
a Notary Public, personally appeared Jeffrey Poetsch and Alison Poetsch

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

Witness my hand and official seal.

Judy Johnson  
SIGNATURE OF NOTARY



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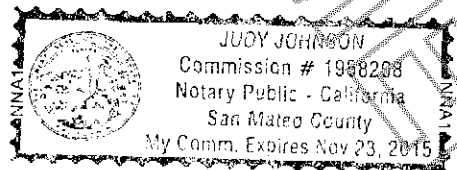
STATE OF California

COUNTY OF San Mateo

I certify that I know or have satisfactory evidence that Jeffrey Poetsch ~~are~~  
Alison Poetsch is the person  
who appeared before me, and said person acknowledged that he/~~she~~/they signed this instrument, on oath  
stated that he/~~she~~/they was authorized to execute the instrument and acknowledged it as the  
of \_\_\_\_\_  
party for the uses and purposes mentioned in the instrument.

Dated: 12/05/2014

Judy Johnson  
Notary Public for California  
My commission expires 11/23/2015





STATE OF California

COUNTY OF Sonoma

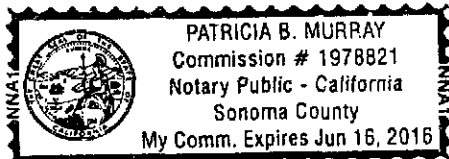
On November 26, 2014, before me, Patricia B. Murray -  
a Notary Public, personally appeared John Patrick May

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.**

Witness my hand and official seal.

Patricia B. Murray  
SIGNATURE OF NOTARY



\*\*\*\*\*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person  
who appeared before me, and said person acknowledged that he/she signed this instrument, on oath  
stated that he/she was authorized to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of \_\_\_\_\_, to be the free and voluntary act of such  
party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

Notary Public for \_\_\_\_\_  
My commission expires \_\_\_\_\_



EXHIBIT "A"

**Legal Description**

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

**Tract "A":**

That portion of Sections 10, 11, 14 and 15 Township 34 North, Range 4 East, WM, described as follows:

Commencing at the Southwest corner of said Section 11, Thence South 88° 32' 07" East, along the South line of said Section 11 a distance of 1168.41 feet; Thence North 1° 06' 44" East 1024.71 feet to the TRUE POINT OF BEGINNING, said true point of beginning is the same true point of beginning as described in that certain document recorded under Auditors File No. 200710110106, records of Skagit County Washington titled parcel "B" after adjustment; Thence the following courses along said Parcel "B" boundary, North 65° 38' 15" West 89.27 feet; Thence North 60° 12' 24" West 578.82 feet; Thence North 58° 52' 21" West 337.35 feet; Thence North 43° 09' 09" West 68.08 feet; Thence North 0° 43' 05" West 371.65 feet; Thence North 3° 01' 13" East 349.79 feet; Thence North 28° 03' 28" East 282.53 feet; Thence North 39° 46' 02" East 128.04 feet; Thence North 73° 15' 44" East 458.76 feet; Thence North 49° 28' 04" East 210.47 feet; Thence along a curve to the left having a radius of 148.75 feet through a central angle of 87° 56' 43" an arc distance of 228.33 feet; Thence North 38° 28' 39" West 106.10 feet; Thence North 29° 08' 06" West 48.98 feet; Thence North 5° 45' 31" West 28.47 feet; Thence North 27° 57' 37" East 255.36 feet; Thence North 38° 57' 10" East 102.81 feet; Thence North 76° 29' 57" East 62.91 feet; Thence North 60° 00' 00" East 58.53 feet; Thence South 44° 26' 23" East 49.42 feet, more or less to the Westerly margin of Babcock Road; Thence leaving said boundary of Parcel "B" Northerly along the West margin of Babcock Road, North 3° 26' 55" East 4.07 feet; Thence continuing along said West margin the following courses, North 11° 45' 40" East 40.64 feet; Thence North 27° 27' 02" East 32.32 feet; Thence North 32° 48' 39" East 35.96 feet, more or less to the East line of the Southwest Quarter of the Northwest Quarter of said Section 11; Thence North 1° 36' 43" East, along said East line, 139.16 feet to the Southerly margin of Swan Road; Thence the following courses along said Southerly margin, Northwesterly along a non-tangent curve concave to the Southwest whose radius point bears South 10° 04' 23" West a distance of 2834.79 feet through a central angle of 6° 32' 59" an arc distance of 324.06 feet; Thence North 86° 28' 36" West 1027.43 feet, more or less to the West line of said Section 11; Thence North 1° 29' 48" East, along said West line, 15.22 feet; Thence continuing along said right of way North 86° 40' 21" West 59.18 feet; Thence North 86° 44' 13" West 105.52 feet; Thence North 85° 17' 44" West 96.36 feet; Thence North 82° 50' 22" West 76.89 feet; Thence North 81° 18' 27" West 146.29 feet to the centerline of Nookachamps creek; Thence the following meandered courses along the centerline of said Nookachamps creek, South 14° 59' 44" West 44.48 feet; Thence South 1° 39' 17" East 70.61 feet; Thence South 28° 20' 12" East 86.67 feet; Thence South 63° 39' 24" East 100.51 feet;

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Thence South 75° 45' 56" East 110.95 feet; Thence South 66° 37' 29" East 133.10 feet; Thence South 50° 39' 38" East 53.86 feet; Thence South 36° 57' 59" East 46.09 feet; Thence South 31° 38' 29" East 105.02 feet; Thence South 19° 37' 45" East 78.67 feet; Thence South 6° 28' 20" East 36.00 feet; Thence South 1° 15' 55" East 48.25 feet; Thence South 21° 57' 10" West 65.40 feet; Thence South 52° 42' 41" West 71.75 feet; Thence South 87° 55' 04" West 50.91 feet; Thence South 70° 43' 30" West 73.77 feet; Thence North 83° 33' 13" West 37.27 feet; Thence North 67° 12' 20" West 51.36 feet; Thence North 46° 14' 06" West 152.66 feet; Thence North 55° 38' 38" West 50.63 feet; Thence North 41° 51' 17" West 255.39 feet; Thence North 62° 11' 43" West 53.08 feet; Thence North 79° 35' 00" West 58.48 feet; Thence South 82° 24' 56" West 86.84 feet; Thence South 54° 57' 47" West 88.04 feet; Thence South 36° 22' 07" West 58.88 feet; Thence South 33° 34' 34" West 198.18 feet; Thence South 55° 01' 33" West 58.93 feet; Thence North 89° 28' 26" West 79.74 feet; Thence North 80° 41' 38" West 63.98 feet; Thence North 65° 20' 23" West 91.10 feet; Thence North 56° 36' 34" West 115.20 feet; Thence North 70° 29' 45" West 114.29 feet; Thence South 89° 35' 10" West 129.32 feet; Thence South 64° 49' 30" West 116.57 feet; Thence South 42° 00' 02" West 51.82 feet; Thence South 31° 47' 58" West 50.90 feet; Thence South 36° 03' 58" West 97.32 feet; Thence South 40° 28' 29" West 111.76 feet; Thence South 27° 08' 00" West 48.46 feet; Thence South 13° 48' 27" West 146.66 feet; Thence South 20° 24' 58" West 163.42 feet; Thence South 50° 47' 36" West 107.26 feet; Thence South 57° 39' 24" West 85.66 feet, more or less to the North line of the Northwest Quarter of the Southeast Quarter of said Section 10; Thence leaving said creek centerline North 88° 44' 43" West, along said North line, 196.82 feet; Thence leaving said North line South 31° 56' 05" West 31.48 feet; Thence South 22° 29' 52" West 15.99 feet; Thence South 34° 40' 55" West 51.25 feet; Thence South 5° 54' 54" East 100.00 feet; Thence South 7° 21' 13" West 80.73 feet; Thence South 49° 27' 34" East 158.12 feet; Thence South 33° 46' 25" East 6.19 feet; Thence South 23° 32' 55" East 28.75 feet; Thence South 14° 56' 18" East 62.19 feet; Thence South 31° 17' 40" East 62.18 feet; Thence South 21° 43' 52" East 44.19 feet; Thence South 26° 20' 27" East 50.67 feet; Thence South 21° 18' 30" East 50.11 feet; Thence South 26° 08' 06" East 87.41 feet; Thence South 49° 19' 42" East 101.36 feet; Thence South 74° 28' 53" East 68.57 feet; Thence South 61° 47' 09" East 24.61 feet; Thence South 60° 00' 49" East 21.17 feet; Thence South 35° 59' 34" West 60.63 feet; Thence South 16° 40' 14" West 121.02 feet; Thence South 19° 08' 12" East 132.43 feet; Thence South 12° 29' 58" East 52.68 feet; Thence South 46° 52' 30" East 48.87 feet; Thence South 60° 03' 05" East 103.02 feet; Thence South 69° 30' 09" East 48.21 feet; Thence South 85° 54' 15" East 100.84 feet; Thence South 13° 32' 45" West 57.27 feet; Thence South 2° 03' 06" East 172.92 feet; Thence South 2° 06' 02" West 912.30 feet; Thence South 27° 26' 09" West 80.39 feet; Thence South 25° 10' 53" East 33.79 feet; Thence South 22° 11' 09" East 134.93 feet; Thence South 22° 14' 46" East 135.27 feet; Thence South 19° 27' 00" East 152.21 feet; Thence South 19° 27' 02" East 154.76 feet; Thence South 30° 22' 07" East 160.09 feet; Thence South 31° 44' 17" East 165.70 feet; Thence South 8° 25' 19" East 88.89 feet; Thence South 9° 23' 50" East 153.52 feet; Thence South 13° 53' 40" East 127.17 feet; Thence South 5° 13' 09" West 703.31 feet; Thence South 16° 31' 19" West 90.60 feet; Thence South 13° 16' 59" East 93.08 feet; Thence South 15° 26' 09" East 27.73 feet; Thence South 26° 42' 33" East 216.31 feet; Thence South 53° 03' 24" East 45.81 feet; Thence South 21° 00' 54" West 115.42 feet; Thence South 7° 01' 24" West 143.10 feet; Thence South 29° 48' 00" East 59.82 feet; Thence South 1° 34' 02" East 49.36 feet; Thence South 13° 38' 32" East 64.62 feet; Thence South 23° 58' 35" East 65.67 feet; Thence South 40° 38' 15" East 90.57 feet; Thence South 50° 23' 19" East 102.63 feet; Thence South 79° 51' 55" East 166.09 feet; Thence North 70° 45' 13" East 43.22 feet; Thence South 79° 25' 18" East 20.49 feet; Thence South 81° 40' 02" East 29.44 feet;

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Thence South 11° 49' 18" West 92.65 feet; Thence South 12° 29' 54" East 123.98 feet;  
Thence South 28° 39' 56" West 29.14 feet; Thence South 14° 37' 34" West 75.63 feet;  
Thence South 0° 20' 45" East 111.73 feet; Thence South 48° 25' 28" East 11.36 feet;  
Thence South 5° 04' 40" East 65.41 feet; Thence South 19° 53' 20" East 63.44 feet;  
Thence South 28° 19' 19" East 94.72 feet; Thence South 70° 31' 51" East 89.84 feet;  
Thence South 43° 33' 29" East 155.07 feet; Thence North 70° 24' 51" East 83.00 feet;  
Thence South 54° 50' 52" East 21.37 feet; Thence North 79° 28' 23" East 71.92 feet;  
Thence South 62° 24' 17" East 18.77 feet; Thence South 72° 29' 08" East 30.68 feet;  
Thence North 78° 29' 56" East 189.47 feet; Thence North 76° 52' 30" East 48.87 feet;  
Thence North 60° 00' 00" East 39.16 feet; Thence North 45° 00' 00" East 39.16 feet;  
Thence North 30° 00' 00" East 39.16 feet; Thence North 15° 00' 00" East 39.16 feet;  
Thence North 2° 40' 41" East 25.22 feet; Thence North 2° 26' 49" West 123.92 feet;  
Thence North 11° 11' 06" West 151.99 feet; Thence North 4° 52' 22" East 217.56 feet;  
Thence North 3° 26' 51" East 166.51 feet; Thence North 3° 54' 05" West 38.37 feet;  
Thence North 16° 28' 47" West 55.73 feet; Thence North 2° 38' 24" East 488.36 feet;  
Thence North 33° 46' 25" East 91.41 feet; Thence North 15° 15' 23" East 159.46 feet;  
Thence North 23° 57' 12" East 230.05 feet; Thence North 42° 19' 28" East 83.47 feet;  
Thence North 76° 34' 08" East 85.59 feet; Thence North 81° 15' 14" East 140.92 feet;  
Thence North 89° 24' 51" East 314.01 feet; Thence North 79° 23' 17" East 227.38 feet;  
Thence North 70° 05' 05" East 99.42 feet; Thence North 79° 18' 54" East 95.41 feet;  
Thence North 73° 24' 27" East 30.88 feet; Thence North 62° 30' 16" East 39.83 feet;  
Thence North 39° 52' 39" East 258.14 feet more or less to the Southwesterly line of that certain parcel described as Parcel "A" after BLA, recorded under Auditors File No. 200708090007, records of Skagit County Washington; Thence North 60° 07' 16" West along said Southwesterly line of said Parcel "A" a distance of 218.28 feet; Thence North 29° 52' 18" East 422.07 feet to a point on the Northeasterly line of said Parcel "A"; Thence the following courses along the boundary of said Parcel "A" South 56° 41' 17" East 148.65 feet; Thence North 46° 15' 53" East 126.54 feet; Thence South 53° 55' 39" East 185.22 feet to the Northeasterly corner of said Parcel "A", being on the centerline of that certain 100 foot wide right of way to Seattle Lake Shore and Eastern Railway Company right of way as conveyed by Deed dated April 13, 1890 and recorded July 13, 1890 in Volume 10 of Deeds, page 651, records of Skagit County Washington;  
Thence along the centerline of said right of way, North 36° 04' 21" East 104.06 feet; Thence along a curve to the right having a radius of 5613.62 feet through a central angle of 4° 10' 36" and arc distance of 409.21 feet; Thence North 40° 14' 58" East 804.87 feet to a point on the East line of the Southwest Quarter of Section 11; Thence North 1° 43' 48" East along said line, 140.29 feet to the Northeast corner of that certain parcel described as Parcel "D" described in that certain document recorded under Auditors File No. 200805080061, records of Skagit County Washington; Thence North 45° 00' 00" West along the Easterly line of said Parcel "D" a distance of 58.96 feet to the Southerly bank of the East Fork of Nookachamps Creek; Thence along the Southerly bank of the East Fork of Nookachamps Creek the following courses South 33° 37' 57" West 6.52 feet; Thence South 51° 31' 50" West 116.03 feet; Thence South 85° 47' 33" West 62.12 feet; Thence North 64° 43' 28" West 53.38 feet; Thence North 71° 22' 26" West 66.45 feet; Thence South 77° 07' 20" West 47.84 feet; Thence South 60° 57' 09" West 28.25 feet; Thence South 47° 36' 06" West 26.30 feet; Thence South 37° 13' 16" West 30.25 feet; Thence South 50° 03' 57" West 29.00 feet; Thence South 71° 14' 40" West 40.28 feet; Thence North 83° 04' 06" West 51.29 feet;

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Thence North 69° 25' 17" West 94.54 feet; Thence North 58° 31' 50" West 104.07 feet; Thence North 50° 26' 04" West 48.54 feet; Thence North 59° 32' 38" West 24.74 feet; Thence South 89° 03' 02" West 213.66 feet; Thence North 74° 35' 08" West 54.54 feet; Thence North 68° 35' 12" West 132.92 feet; Thence South 37° 17' 52" West 92.81 feet; Thence South 52° 15' 52" West 29.33 feet; Thence South 72° 35' 27" West 56.67 feet; Thence North 85° 25' 43" West 33.79 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 11; Thence North 1° 06' 44" East along the East line thereof, 614.85 feet more or less to a point which lies South 65° 38' 15" East from the true point of beginning; Thence North 65° 38' 15" West 163.26 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH those two portions of the Southwest ¼ of the Northwest ¼ of Section 11, Township 34 North, Range 4 East W.M., delineated as "Detail I" and "Detail II" on Page 2 of Boundary Line Adjustment Survey approved May 28, 2014 and recorded June 9, 2014, as Skagit County Auditor's File No. 201406090095; and

ALSO TOGETHER WITH that portion of the Southwest ¼ of the Southwest ¼ in Section 11, Township 34 North, Range 4 East W.M., delineated as "ADJUSTED AREA CONTAINS 2.25 ACRES" on Page 2 of Boundary Line Adjustment Survey approved May 28, 2014, and recorded June 9, 2014 as Skagit County Auditor's File No. 201406090095; EXCEPT that portion of said "ADJUSTED AREA CONTAINS 2.25 ACRES" already included in the main body of Tract "A" described above.

EXCEPT the fee ownership underlying those Easement rights AND EXCEPT those Easement rights reserved by Clear Valley Environmental Farm, LLC, a Washington limited liability company, et al, on that certain Statutory Warranty Deed recorded November 20, 2007 as Auditor's File No. 200711200139; being a portion of the North ½ of the Northwest ¼ of Section 14, Township 34 North, Range 4 East, W.M..

**Tract "B":**

Those Easement rights reserved by Clear Valley Environmental Farm, LLC, a Washington limited liability company, et al, on that certain Statutory Warranty Deed recorded November 20, 2007 as Auditor's File No. 200711200139; being a portion of the North ½ of the Northwest ¼ of Section 14, Township 34 North, Range 4 East, W.M., EXCEPT the following described property:

That portion of the below described Parcel "A" being a portion of the Northwest ¼ of Section 14, Township 34 North, Range 4 East, WM described as follows, being a portion of Parcel "A", after Boundary Line Adjustment, as recorded under Auditors File No. 200708090007. Beginning at the most Southerly corner of the below described Parcel "A": Thence North 60° 07' 16" West along the Southwesterly line thereof, 30.00 feet; Thence North 29° 52' 44" East 423.87 feet to a point on the Northeasterly line of the below Parcel A"; Thence South 56° 41' 17" East along said line, 30.00 feet; Thence South 29° 52' 18" West 422.07 feet to the point of beginning.

**Tract "C":**

That portion of the Northwesterly ½ of that certain 100 foot wide strip of land conveyed to the Seattle Lake Shore and Eastern Railway Company, by Deed recorded June 2, 1890, in Volume 10 of Deeds, page 574, records of Skagit County, Washington, which lies within the Southeast ¼ of said Section 11 and lies Southwesterly of the Southeasterly extension of the Northeasterly line of that certain tract conveyed to Robert G. Lindvall, et ux, by Deed recorded September 3, 1982, as Auditor's File No. 8209050067.

**Parcel "A":**

Commencing at the North Quarter corner of Section 14, Township 34 North, Range 4 East, W.M.; thence West, along the North line of said Section 14, a distance of 275.88 feet to an intersection with the Westerly right of way line of the Northern Pacific Railway Company; thence Southwesterly, along said right of way line, 1086.24 feet to a point hereinafter referred to as Point "A"; thence continue Southwesterly along said right of way, 408.00 feet; thence North 60° 07' 16" West in a straight line, 1691.33 feet, more or less, to a point 396.00 feet South of the Northwest corner of said Section 14 and on



the West line of said Section 14 to the TRUE POINT OF BEGINNING; thence North, along the West line thereof a distance of 396.00 feet; thence East, along the North line of said Section 14, a distance of 329.30 feet; thence South 56° 41' 17" East, along a line that would connect to the aforementioned Point "A", a distance of 1363.83 feet; thence South 29° 52' 18" West 422.07 feet, to a point which lies South 60° 07' 16" East from the true point of beginning; thence North 60° 07' 16" West 1460.34 feet to the TRUE POINT OF BEGINNING.



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