

When recorded, return to:

Winstead PC
600 Travis, Suite 5200
Houston, Texas 77002
Attn: Elena Cortez
Paralegal

CTI MISC
620056164

THIS SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

NAME OF LANDLORD: ALM BURLINGTON, LLC, a Delaware limited liability company

NAME OF LENDER: VERITEX COMMUNITY BANK, a Texas state bank

NAME OF LANDLORD: AMAZON.COM SERVICES LLC, a Delaware limited liability company

ABBREVIATED LEGAL DESCRIPTION: Lots 2F, 2G & 2H, Bay Ridge Business Park
BSP No. PL-03-0706, Rec No. 200407090108

Skagit County, Washington

Complete legal description is on attached Exhibit A

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S):

P122075 / 8054-000-006-0000

Reference Lease AFN: 202111240019

Reference DT AFN: 202406110099

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") executed on the date(s) indicated on each acknowledgment, but effective as of the Effective Date (as defined below), among VERITEX COMMUNITY BANK, a Texas state bank ("Lender"), AMAZON.COM SERVICES LLC, a Delaware limited liability company ("Tenant"), and ALM BURLINGTON, LLC, a Delaware limited liability company ("Landlord").

STATEMENT OF BACKGROUND

Landlord and Tenant entered into (1) that certain Lease Agreement, dated to be effective as of June 1, 2021; as amended by that certain Memorandum of Lease Agreement and Skagit County Right-to-Manage Natural Resource Lands Disclosure, dated May 28, 2021 and recorded in the official records of Skagit County, Washington as instrument number 202111240019; as amended by that certain First Amendment to Lease Agreement, dated September 1, 2022; as amended by that certain Second Amendment to Lease Agreement, dated March 6, 2023; as amended by that certain Third Amendment to Lease Agreement, dated April 17, 2024 (as amended, collectively, the "Lease Agreement"); and (2) that certain Development Agreement, dated June 1, 2021; as amended by that certain Escrow Agreement, dated June 1, 2021; as amended by that certain Term Sheet, dated June 1, 2021 (as amended, collectively, the "Development Agreement" together with the Lease Agreement, the "Lease"), relating to the premises described in Exhibit A attached hereto (the "Property"). Lender has made or has committed to make a loan (the "Loan") to Landlord (or Landlord's successor in interest) secured by a deed of trust, mortgage or security deed (the "Mortgage") and an assignment of leases and rents (the "Assignment of Leases") from Landlord to Lender covering the Property. Tenant has agreed that the Lease shall be subject and subordinate to the lien of the Mortgage, provided that, subject to the terms of this Agreement, Tenant is assured of continued occupancy of the Property under the terms of the Lease.

STATEMENT OF AGREEMENT

For and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lease Subordinate to Mortgage.

(a) Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, liens and charges created thereby, and all of Tenant's right, title and interest in and to the Property shall be subordinate in all respects to the lien of the Mortgage and the security interests securing payment of the Loan and all other security instruments securing payment of any indebtedness of Landlord to Lender now or hereafter created which cover or affect any part of the Property and the lien of any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder in the same manner and to the same extent as if the Lease

had been executed subsequent to the execution, delivery and recordation of such Mortgage. Landlord and Tenant hereby expressly subordinate to the lien of the Mortgage any and all options to purchase the Property contained in the Lease or in any modification or amendment to the Lease, and further acknowledge that any such option or right of first refusal pursuant to the Lease to acquire all or any portion of the Property shall not be applicable to Lender's acquisition of the Property by foreclosure or otherwise or to Lender's subsequent conveyance or sale of the Property after foreclosure; provided, however, that any such option or right of first refusal shall apply to subsequent conveyance of the Property after such foreclosure, conveyance or sale by Lender.

(b) Tenant acknowledges and agrees that, notwithstanding anything to the contrary in the Lease, any of the Loan Documents, or this Agreement, none of the following events ("Remedial Actions") shall be deemed to constitute an offer to purchase the Property or any portion thereof for purposes of Exhibit E of the Lease Agreement and Tenant shall have no preferential right to purchase or other rights under Exhibit E of the Lease as a result of any such events: (a) the judicial or nonjudicial foreclosure of the Mortgage; (b) the delivery of a deed in lieu of judicial or nonjudicial foreclosure of the Mortgage; or (c) any offer, notice, pleading, agreement, transaction or other event or condition of any kind arising out of or relating to any of the events referred to in foregoing clauses (a) or (b); or (d) the first subsequent transfer following any of the events referred to in foregoing clause (a) or (b). In addition, Tenant acknowledges and agrees that, notwithstanding anything to the contrary in the Lease, nothing contained therein shall be deemed to restrict Lender's pursuit of any of the Remedial Actions.

2. Non-Disturbance; Lender's Liability Limited. Lender does hereby covenant and agree with Tenant that, in the event Lender (or its designee) acquires title to the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, so long as Tenant is not in material monetary default under the Lease beyond any applicable notice and cure periods and, subject to all of Tenant's other rights under the Lease, (a) the Lease shall continue in full force and effect as a direct Lease between Lender (or its designee) and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease (including any extensions thereof), and (b) Lender will not disturb, terminate, interfere with or in any way limit Tenant's right of possession to or use of the Property, except in accordance with the terms of the Lease; provided, however, that Lender (or its designee) shall not be:

(a) subject to any claims, self-help, abatement, offsets or defenses which Tenant might have against any prior landlord (including Landlord), unless Tenant has an express right (to any such claim, self-help, abatement, offset or defense) under the terms of the Lease and unless further that the basis of such claim(s), self-help, abatement, offset(s) or defense(s) is a default under the Lease which is continuing after Lender (or its designee) acquires title to the Property and Lender had notice thereof and an opportunity to cure such default in accordance with Section 5 hereof;

(b) liable for any act or omission of any prior landlord (including Landlord), but shall be responsible for the cure of any such act or omission if same is a default under the Lease which is continuing after Lender (or its designee) acquires title to the Property and Lender had notice thereof and an opportunity to cure such default in accordance with

Section 5 hereof; provided, however, to the extent there is third party coverage required under the Lease and made available to Lender in connection with any casualty event or damage to the Property (e.g., third party warranties or insurance proceeds) and to the extent permitted by applicable law and under such third party coverage, Lender shall use commercially reasonable efforts to exercise its rights (if any under such third party coverage) to obtain the sums attributable to such third party coverage, and, subject to Section 8 below and so long as Tenant is not in material monetary default under the Lease, Lender (or its designee) shall be liable to the extent that such sums are actually received by Lender (or its designee) and not applied in accordance with the Lease;

(c) bound by any security deposit paid to any prior landlord (including Landlord), except to the extent such sums are actually received by Lender (or its designee); provided, however, to the extent Tenant has paid to or deposited with any prior landlord (including Landlord) all deposits and other sums required under the Lease, Lender (or its designee) shall have no right to require Tenant to deposit any additional rental security or other sums, even if Lender (or its designee) did not receive such funds upon its acquisition of the interests of Landlord; or

(d) bound by any payment of base rent or additional rent made by Tenant to any prior landlord (including Landlord) for more than one (1) month in advance, except for (i) any payments of estimated Operating Expenses and Taxes (each, as defined in the Lease Agreement), and (ii) any amounts paid by Tenant to Landlord relating to the Work (as defined in the Development Agreement); or

(e) bound by any amendment or modification of the Lease made without its written consent, except for amendments or modifications contemplated in the Lease or that reflect the exercise of Tenant's rights under the Lease, or any amendment that does not materially and adversely affect the right of Landlord under the Lease. For any amendment or modification of the Lease requiring consent of Lender, Lender agrees to respond within five (5) Business Days to a written request for consent and to not unreasonably withhold, condition, or delay its consent. If Lender fails to respond within such five (5) Business Day period, Tenant may deliver a second request with a conspicuous notice that failure to respond will result in a deemed approval, and if Lender does not respond to the second request within ten (10) Business Days, Lender shall be deemed to have approved Tenant's request. Such second request shall include the following language: "THIS REQUEST FOR APPROVAL OR DISAPPROVAL MUST BE RESPONDED TO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT BY LENDER OR LENDER'S APPROVAL SHALL BE DEEMED GIVEN IN ACCORDANCE WITH SECTION 2(d) OF THAT CERTAIN SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED AS OF June 4, 2024."

So long as no Event of Default (as defined in the Lease) has occurred and is continuing beyond any applicable grace or cure periods therein, Lender shall not name Tenant as a party to any action to foreclose the Mortgage, except to the extent required under applicable law, but

such joinder shall not otherwise operate to disturb, terminate, interfere with, or in any way limit Tenant's right of possession to or use of the Property.

3. Tenant to Attorn to Lender. Tenant does hereby covenant and agree with Lender that, in the event Lender (or its designee) acquires title to the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, then Tenant shall, within thirty (30) days of Tenant's receipt of written notice from Lender (provided that Tenant shall have no duty of inquiry into the validity of such notice, regardless of any contrary notice from Landlord), attorn to and recognize Lender (or its designee) as the landlord under the Lease for the remainder of the term thereof (including any extensions thereof), and Tenant shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease. Such attornment shall be effective and self-operative without the execution of any other instruments on the part of Lender or Tenant.

4. Assignment of Leases; Rent Payable to Lender upon Landlord Default. Tenant acknowledges that Landlord will execute and deliver to Lender the Assignment of Leases as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant has been advised that the Assignment of Leases gives Lender the right to collect rent and other sums payable under the Lease directly from Tenant upon the occurrence of a default thereunder, and Tenant agrees that upon the receipt from Lender of notice of any such default (provided that Tenant shall have no duty of inquiry into the validity of such notice, regardless of any contrary notice from Landlord), Tenant will thereafter pay all rent and other sums payable under the Lease directly to Lender (or as Lender shall direct) as they become due and payable. Notwithstanding anything to the contrary contained in the Mortgage or the Assignment of Leases, Landlord authorizes and directs Tenant to immediately and continuously make all such payments to or at the direction of Lender, irrevocably and unconditionally releases and discharges Tenant of any and all liability to Landlord for any and all payments so made, and defends, indemnifies and holds Tenant harmless from and against any and all claims, demands, losses or liabilities asserted by, through or under Landlord for any and all payments so made and that any such payment shall fully satisfy Tenant's obligation to make such payment under the Lease. Subject to any and all rights of Tenant under the Lease or at law or in equity, Tenant hereafter agrees to pay all monies due and becoming due from Tenant under the Lease to or at the direction of Lender and Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power of immunity granted by the Mortgage or the Assignment of Leases, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing or acquires the Property through foreclosure of the Mortgage or by deed from Landlord in lieu of foreclosure. Such payments shall continue until Lender directs Tenant otherwise in writing.

5. Notice of Default or Termination Event. Tenant hereby agrees to give prompt written notice to Lender of any default of Landlord under the Lease, and Lender shall have the same right to cure such default(s) as is provided to Landlord under the Lease. The failure by Tenant to provide such notice to Lender shall not be a default by Tenant under the Lease nor invalidate the underlying default by Landlord. It is further agreed that such notice will be given to any successor in interest of Lender under the Mortgage, provided that prior to any such default of Landlord such successor in interest shall have given written notice to Tenant of its acquisition

of Lender's interest therein, and shall have designated the address to which such notice is to be directed. Tenant may not terminate the Lease without affording to Lender or its successors a period of time to remedy any such default by Landlord equal to forty-five (45) days (ten (10) Business Days for a monetary default), upon the receipt by Lender or its successors of written notice of such default. In connection with any cure right that requires Lender (and its agents, representatives, and contractors) to enter the Property, Landlord and Tenant agree that (i) Landlord (and its agents, representatives, and contractors) may enter the Property only in accordance with the provisions set forth in Section 18 of the Lease.

6. Reserved.

7. Tenant's Remedies. Tenant shall maintain all of its remedies as set forth in the Lease and the right to enforce any guaranties, including pursuing payment of damages/credits pursuant to any guaranties given to Tenant in connection with the Lease.

8. Casualty and Condemnation Proceeds. Lender acknowledges that Tenant is entitled to use certain insurance proceeds as set forth in Sections 14 (Restoration) and 15 (Condemnation) of the Lease Agreement. Lender waives any right to such funds, and Landlord agrees not to grant any security interest in favor of Lender in connection with such proceeds. So long as no Event of Default has occurred and is continuing beyond any applicable cure or grace periods and provided that Tenant has not terminated the Lease pursuant to Sections 14 and 15 thereof in connection with the applicable taking or casualty, if and to the extent Landlord is required under the terms of the Lease to repair or restore the Property (or any portion thereof) upon the occurrence of a taking or a casualty, Lender shall permit Landlord to apply any condemnation awards or insurance proceeds payable with respect thereto (net of all settlement and adjustment costs, including attorney's and adjuster's fees, but excluding any insurance proceeds for loss of rents) to the repair and restoration of the Property in accordance with the terms and conditions of the Lease, provided that (a) Lender shall have the right to hold and disburse the proceeds consistent with its customary construction loan disbursement processes, (b) Landlord has provided Lender with reasonable documentation showing that Landlord has sufficient funds in excess of such awards or proceeds to cover the full repair or restoration costs, and (c) the full repair and restoration of the Property can be completed, as estimated by Lender in its reasonable discretion, at least one (1) year before the scheduled maturity of the Loan.

9. Reserved.

10. Business Day. The term "Business Day(s)" means any day that is not a Saturday, Sunday, or state or federal holiday. If the last day of any time period hereunder, or the last day of performance of any obligation, or for the giving of notice, or for taking any other action falls on a day that is not a Business Day, then such last day shall be extended to the first day thereafter that is a Business Day.

11. Invalid or Inoperative Provisions. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

12. Governing Law. This Agreement shall be governed by and construed by the laws of the state in which the Property is located, excluding any principles of conflicts of laws. Any dispute arising under, in connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Property is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction.

13. No Mortgagee in Possession. Lender shall not, either by virtue of the Mortgage, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease or otherwise until Lender acquires title to the Property by foreclosure, conveyance in lieu of foreclosure or otherwise, and then such liability or obligation of Lender under the Lease shall extend only to those liabilities or obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Property except as otherwise set forth in this Agreement.

14. Notices. Any and all notices, elections, approvals, consents, demands, requests and responses thereto ("Communications") permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) by delivering same in person to the intended addressee; or (iii) by delivery to a reputable independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Communications (i) mailed shall be effective upon two (2) Business Days' following its deposit (properly addressed) with the United States Postal Service or any successor thereto; (ii) given by personal delivery shall be effective only if and when received or refused by the addressee; (iii) sent by a reputable commercial delivery service shall be effective upon the transmitting parties' receipt of written verification of delivery from such reputable commercial delivery service at the property address indicated hereinbelow; and (iv) given by other means shall be effective only if and when received at the designated address of the intended addressee. For purposes of Communications, the addresses of the parties shall be as set forth below:

Lender:	Veritex Community Bank 9655 Katy Freeway, Suite 450 Houston, Texas 77024 Attention: Ruben Alvarez
with a copy to:	Winstead PC 600 Travis Street, Suite 5200 Houston, Texas 77002 Attn: James Doyle
Landlord:	ALM Burlington, LLC 9830 Colonnade Blvd., Ste. 600 San Antonio, TX 78230 Attention: Emily Bethel

with a copy to: Affinius Capital, LLC
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230-2239
Attn: General Counsel

Tenant: c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: DSW3)
Attention: General Counsel (Real Estate (NA Ops):
DSW3)
Attention: NA Ops Asset Management (DSW3)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

With copies to:
naops-propmgmt@amazon.com
OpsRELegalnotice@amazon.com
na-realestate@amazon.com
naops-rent@amazon.com

using the subject line—RE: DSW3 and reason for the
notice

Any of the foregoing parties shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title and assigns. When used herein, the term "landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease.

16. **Multiple Counterparts; Modification or Termination.** This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing specifically referring to this Agreement and signed by the party or parties to be charged thereby. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. This Agreement may be transmitted and/or signed by facsimile or e-mail transmission (e.g., "pdf" or "tif").

17. Estoppel Certificates. Landlord and Tenant agree, from time to time, within twenty (20) days after request from Lender, to execute and deliver to Lender an estoppel certificate as provided under Section 29 of the Lease Agreement and in the form provided in Exhibit B to the Lease Agreement.

18. Confidentiality. Lender will not make public announcements regarding this Agreement or Tenant's proposed or actual occupancy of the Property without Tenant's prior consent, which Tenant may withhold in its sole and absolute discretion. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Agreement, the Lease, and all non-public information relating to Tenant's technology, operations, customers, business plans, promotional and marketing activities, finances and other business affairs (collectively, "Confidential Information"), that is learned by or disclosed to Lender with respect to Tenant's business in connection with the Lease will be kept strictly confidential by Lender and will not be used (except for Lender's confidential internal purposes, or as otherwise required by Legal Requirements (defined below), or for disclosing to Lender's agents, directors, officers, or employees, provided any such party understands and agrees to be bound by the terms of this confidentiality provision) or disclosed to others by Lender, without the express prior consent of Tenant, which Tenant may withhold in its sole and absolute discretion. As used above, the term "Legal Requirements" means all applicable federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, and requirements. The provisions of this Section will survive the expiration or termination of this Agreement.

19. Lien Waiver. Lender waives and releases any and all contractual liens and security interests or common law, constitutional, and/or statutory liens and security interests arising by operation of law to which Lender might now or in the future be entitled to on (a) any of Tenant's personal property (except to the extent of Landlord's interest therein (if any)), including without limitation computers, networking and communications equipment, generators, transmission facilities, and data center equipment, and (b) any economic development incentives including the creation of an enterprise zone, tax abatements, tax increment financing, or industrial revenue bonds to which Tenant is entitled pursuant to the Lease (except to the extent of Landlord's interest therein (if any)), and Landlord agrees not to grant any security interest in favor of Lender (or any designee) in connection with such personal property or economic development incentives.

20. WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

21. Effectiveness. This Agreement shall not be effective unless executed by all of the parties hereto and shall not be binding on Tenant unless Tenant has received a fully-executed pdf copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

EXECUTED on the dates set forth below, to be effective as of the later of the dates shown below (the "Effective Date").

LENDER:

VERITEX COMMUNITY BANK,
a Texas state bank

By: 
Ruben Alvarez
Director Commercial Real Estate Lending

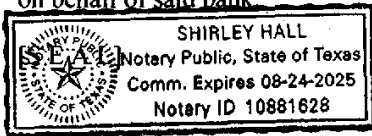
Date: 6-3-24

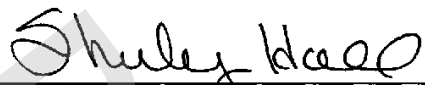
STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was ACKNOWLEDGED before me, on the 3rd day of June, 2024, by Ruben Alvarez, Director Commercial Real Estate Lending of VERITEX COMMUNITY BANK, on behalf of said bank.




Notary Public, State of Texas

My Commission Expires:
8-24-2025

Shirley Hall
Printed Name of Notary Public

LANDLORD:

ALM BURLINGTON, LLC,
a Delaware limited liability company

By: LM Logistics REIT II,
a Texas real estate investment trust,
its sole member

By: *Jason Hans*
Name: JASON HANS
Title: Senior Managing Director
Date: 6-4-24

STATE OF TEXAS §
 §
 §
COUNTY OF BEXAR §

The foregoing instrument was ACKNOWLEDGED before me this 4th day of June, 2024, by *Jason Hans*, *Senior Managing Director* of LM LOGISTICS REIT II, a Texas real estate investment trust, sole member of ALM BURLINGTON, LLC, a Delaware limited liability company, on behalf of said entities.

[S E A L]

Melissa A. Williams
Notary Public, State of Texas

My Commission Expires:
1-16-2028

Melissa A Williams
Printed Name of Notary Public

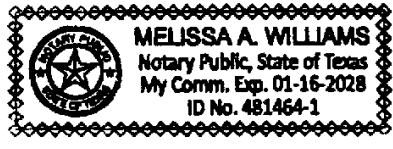


Exhibit A**Legal Description****PARCEL A:**

PARCEL A OF SKAGIT COUNTY BOUNDARY LINE ADJUSTMENT NO. PL20-0036, RECORDED UNDER AUDITOR'S FILE NO. 202104300167, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2F, 2G AND A PORTION OF 2H, BAY RIDGE BUSINESS PARK BINDING SITE PLAN, BSP NO. PL- 03-0706, APPROVED JUNE 8, 2004 AND RECORDED JULY 9, 2004, UNDER AUDITOR'S FILE NO. 200407090108, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING IN EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 3 AND BEING THE NORTHEAST CORNER OF SAID LOT 2F;
THENCE SOUTH 00°17'37" WEST, ALONG SAID EAST LINE A DISTANCE OF 557.87 FEET;
THENCE NORTH 89°42'23" WEST, A DISTANCE OF 20.00 FEET;
THENCE SOUTH 00°17'37" WEST, A DISTANCE OF 451.40 FEET;
THENCE SOUTH 61°13'46" WEST, A DISTANCE OF 75.31 FEET;
THENCE SOUTH 30°57'26" WEST, A DISTANCE OF 153.45 FEET;
THENCE SOUTH 34°50'31" WEST, A DISTANCE OF 30.14 FEET;
THENCE NORTH 60°54'36" WEST, A DISTANCE OF 579.99 FEET;
THENCE SOUTH 29°05'24" WEST, A DISTANCE OF 191.15 FEET;
THENCE SOUTH 51°59'17" WEST, A DISTANCE OF 27.68 FEET;
THENCE NORTH 60°54'35" WEST, A DISTANCE OF 588.47 FEET TO THE WEST LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 3;
THENCE NORTH 00°12'19" EAST, ALONG SAID WEST LINE A DISTANCE OF 498.98 FEET;
THENCE SOUTH 89°49'08" EAST, A DISTANCE OF 646.19 FEET TO THE WESTERLY MARGIN OF BAY RIDGE DRIVE;
THENCE SOUTH 00°10'52" WEST, ALONG SAID WESTERLY MARGIN A DISTANCE OF 322.29 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 61°05'28";
THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 138.61 FEET;
THENCE SOUTH 60°54'36" EAST, A DISTANCE OF 536.00 FEET TO AN ANGLE POINT IN SAID BAY RIDGE DRIVE MARGIN;
THENCE NORTH 29°05'24" EAST, ALONG SAID MARGIN A DISTANCE OF 60.00 FEET TO THE NORTHERLY MARGIN OF BAY RIDGE DRIVE;
THENCE NORTH 60°54'36" WEST, ALONG SAID MARGIN A DISTANCE OF 536.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 61°05'28";
THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 74.64 FEET;
THENCE NORTH 00°10'52" EAST, A DISTANCE OF 645.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2F;
THENCE SOUTH 89°49'08" EAST, ALONG THE NORTH LINE OF SAID LOT 2F A DISTANCE OF 614.15 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON