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Skagit County Auditor

5/7/2007 Page

1 of

12 11:40AM

**Recorded at the Request of
and after Recording Return to:**
Michael A. Winslow, Attorney at Law
411 Main Street
Mount Vernon, WA. 98273

Grantor: Skagit Valley Real Estate Partnership, LLP, a Washington Limited Liability Partnership

Grantee: Skagit Valley Real Estate Partnership, LLP, a Washington Limited Liability Partnership (as to specific parcels owned by the Grantee)

Legal Description (abbreviated):

Portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, W.M.

Situate in Skagit County, State of Washington.

See Sections 1.5 through 1.8 and attached Exhibit A for full legal description.

Assessor's Tax Parcel ID#(s): TPN: P26778, P26782, P26780, P53559, P53557, P53553, P53551, P53554, P53558, P53563

CHICAGO TITLE CO. 1041680

**UTILITY, ACCESS AND PARKING EASEMENT
AND MAINTENANCE COVENANTS**

This declaration is made this ____ day of May, 2007, by Skagit Valley Real Estate Partnership, LLP, a Washington Limited Liability Partnership.

RECITALS

A. The Grantor is the owner of properties described below as Parcels A, B, C and D and as set forth in Exhibit A, attached hereto.

B. Parcels A, B and D are developed and contain existing structures. See Section 1.10.

C. The Grantor intends to create an expansion of the Skagit Valley Medical Center

facility on Parcel C. In conjunction with the expansion of the Medical Center, the Grantor desires to create non-exclusive parking rights for the benefit of the existing buildings which are located on Parcels A, B and D, which will be co-existent with the right of parking for the benefit of Parcel C.

D. The purpose of this declaration is to establish the rights of the current and future owners of Parcels A, B and D, and the owners of Parcel C, in and to the use of the parking facilities on the properties which are described in Exhibit A to this declaration. The Grantor further desires to establish a plan for maintenance of the parking area.

E. The construction of the expansion of the Medical Center on Parcel C may require the installation and maintenance of certain utilities such as sewer, water, electric power, natural gas, telephone, cable and the like. The Grantor intends to establish an easement for such utilities for the benefit of Parcel C and for existing Utilities on Parcels A, B, and D over and across portions of the property described in Exhibit A.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, and in furtherance of the stated intentions of the Grantor, the Grantor hereby states and declares as follows:

ARTICLE I. **DEFINITIONS**

1.1 **"Declarant"** means Skagit Valley Real Estate Partnership, LLP, a Washington Limited Liability Partnership.

1.2 **"Medical Center Expansion"** means the medical office building to be constructed on Parcel C, as further described herein.

1.3 **"Mortgage"** means any mortgage, trust deed or deed to secure debt or similar lien instrument recorded with the Skagit County Auditor.

1.4 **"Mortgagee"** means the person or persons secured by a Mortgage.

1.5 **"Parcel A"** is the property legally described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, WM, described as follows:

Beginning at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter; Thence North 89° 48' 35" East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007; Thence South 0° 22' 16" East, along the line of the East face of the existing building and the same projected a distance

Utility, Access and Parking Easement and Maintenance Covenants - 2

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200705070131

Skagit County Auditor

5/7/2007 Page

2 of 12 11:40AM

of 134.45 feet, more or less, to the Southeast corner of said building; Thence South 89° 37' 44" West, along the Southerly face of the existing building, a distance of 22.83 feet; Thence South 0° 13' 17" East 125.39 feet more or less, to the Northerly margin of Broadway Street; Thence South 89° 46' 43" West, along said margin, 177.30 feet to the West line of said Southwest Quarter of the Southeast Quarter of Section 20; Thence North 10 06' 35" West, along said line, 260.05 feet to the point of Beginning.

The basis of bearing for the above legal description is North 1° 06' 35" West between the found South Quarter corner and the found and accepted 1/16th corner on Kincaid Street.

LESS the South 125.39 feet thereof.

Situate in the City of Mount Vernon, County of Skagit, State of Washington

1.6 "Parcel B" is the property legally described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, WM, described as follows:

Commencing at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter; Thence North 89° 48' 35" East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007 and THE TRUE POINT OF BEGINNING; Thence South 0° 22' 16" East, along the line of the East face of the existing building and the same projected a distance of 73.95 feet, Thence North 89° 47' 39" East 99.89 feet to the West margin of South 15th Street; Thence North 1° 09' 02" West, along said line, 73.94 feet to a point which lies North 89° 48' 35" East from the true point of beginning; Thence South 89° 48' 35" West 98.89 feet to THE TRUE POINT OF BEGINNING.

The basis of bearing for the above legal description is North 1° 06' 35" West between the found South Quarter corner and the found and accepted 1/16th corner on Kincaid Street.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

1.7 "Parcel C" is the property legally described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, WM, described as follows:

Commencing at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter; Thence North 89° 48' 35" East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007; Thence South 0° 22' 16" East, along the line of the East face of the existing building and the same projected a distance of 114.84 feet to THE TRUE POINT OF BEGINNING; Thence continue South 0° 22' 16" East 19.61 feet, more or less, to the Southeast corner of said building; Thence South 89° 37' 44" West, along the Southerly face of the existing building, a distance of 22.83 feet; Thence South 0° 13' 17" East 125.39 feet more or less, to the Northerly margin of Broadway Street; Thence North 89° 46' 43" East, along said margin, 125.58 feet to the West margin of South 15th Street; Thence North 1° 09' 02" West, along said line, 145.05 feet to a point which lies North 89° 47' 39" East from the true point of beginning; Thence South 89° 47' 39" West 100.45 feet to

Utility, Access and Parking Easement and Maintenance Covenants - 3

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Skagit County Auditor

THE TRUE POINT OF BEGINNING.

The basis of bearing for the above legal description is North 1° 06' 35" West between the found South Quarter corner and the found and accepted 1/16th corner on Kincaid Street.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

1.8 **"Parcel D"** is the property legally described as follows:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, WM, described as follows:

Commencing at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter; Thence North 89° 48' 35" East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007; Thence South 0° 22' 16" East, along the line of the East face of the existing building and the same projected a distance of 73.95 feet to THE TRUE POINT OF BEGINNING; Thence continue South 0° 22' 16" East 40.89 feet; Thence North 89° 47' 39" East 100.45 feet to the West margin of South 15th Street; Thence North 1° 09' 02" West, along said line, 40.89 feet to a point which lies North 89° 48' 35" East from the true point of beginning; Thence South 89° 48' 35" West 99.89 feet to THE TRUE POINT OF BEGINNING.

The basis of bearing for the above legal description is North 1° 06' 35" West between the found South Quarter corner and the found and accepted 1/16th corner on Kincaid Street.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

1.9 **"Parking Area"** means all of the developed parking area on the properties described in Exhibit A to this agreement, and excluding therefrom any existing structures within the described properties in Exhibit A.

1.10 **"Skagit Valley Medical Center"** means the existing Medical Center on Parcel A, together with the Administration Building on Parcel B, and the Urgent Care Center on Parcel D, as described herein.

1.11 **"Utility"** and **"Utilities"** shall mean underground and above ground services which benefit Parcels A, B, C and D, including, but not limited to, water, sewer, electric power, natural gas, telephone, cable and similar services.

ARTICLE II.
DECLARATION OF EASEMENTS

2.1 **Declaration of Utility Easement for Skagit Valley Medical Center.** Declarant hereby grants for the benefit of Skagit Valley Medical Center, Parcels A, B, and D, a non-exclusive easement for Utilities, together with access for repairs and maintenance, over and across a portion of the property described as Parcels C; the exact location to be defined following

Utility, Access and Parking Easement and Maintenance Covenants - 4

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200705070131
Skagit County Auditor

5/7/2007 Page

4 of

12 11:40AM

construction.

2.2 Declaration of Utility Easement for Medical Center Expansion. Declarant hereby grants for the benefit of the Medical Center Expansion, Parcel C, a non-exclusive easement for Utilities together with access for repairs and maintenance over and across a portion of the property described in Parcels A, B and D, as defined and described herein and Parcels A and H as described in Exhibit A; the exact location to be defined following construction.

2.3 Access and Parking for Skagit Valley Medical Center. Declarant hereby declares, conveys and reserves a perpetual, non-exclusive easement, right and privilege for ingress and egress over the roads and Parking Areas as are now existing or may hereafter be developed by Declarant or their successors in interest, and for the parking of vehicles in marked Parking Areas, which easement shall operate for the benefit of Skagit Valley Medical Center as to Parcels A, B and D, as described herein. Said non-exclusive right to use the Parking Area shall be co-existent with the rights granted to Medical Center Expansion.

2.4 Access and Parking for Medical Center Expansion. Declarant hereby declares, conveys and reserves a perpetual, non-exclusive easement, right and privilege for ingress and egress over the roads and Parking Areas as are now existing or may hereafter be developed by Declarant or their successors in interest, and for the parking of vehicles in marked Parking Areas, which easement shall operate for the benefit of Medical Center Expansion as to Parcel C, as described herein. Said non-exclusive right to use the Parking Area shall be co-existent with the rights granted to Skagit Valley Medical Center.

2.5 Temporary Construction Easement. Declarant further declares, grants, conveys and reserves a temporary construction easement over and across portions of the property described in Exhibit A for benefit of the Medical Center Expansion on Parcel C as follows:

(A) For a construction staging area, including storage of construction materials and the placement of construction trailers on Parcel A, E, F, H and M in Exhibit A;

(B) For ingress and egress to construction on Parcel C across Parcel A and H in Exhibit A, ; and

(C) To make improvements to the property described in Exhibit A in order to complete any Parking Area improvements as required for construction of the Medical Center Expansion on Parcel C.

Such easement shall absolutely expire 365 days after the date hereof, or 30 days following completion of the Medical Center Expansion, whichever event occurs first.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 07 2007

Utility, Access and Parking Easement and Maintenance Covenants - 5
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Amount Paid \$
By Skagit Co. Treasurer Deputy



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Skagit County Auditor

ARTICLE III. MAINTENANCE

3.1 The Declarant shall be responsible for maintaining the easement and parking lot areas. Declarant shall perform the following: i) keep and maintain all paved surfaces including all sidewalks, walkways, driveways, parking surfaces and curbing related thereto in good order and repair, and in safe condition, including patching, re-striping, repairing and re-surfacing such areas when appropriate; ii) Declarant further shall remove papers, debris, filth, refuse, ice and snow, and sweep such areas to the extent necessary to keep such areas in a first class, clean, neat and orderly condition; iii) mow and otherwise maintain and tend all landscaped and planted areas, and promptly remove and replace diseased or dead shrubs and other landscaping as necessary; iv) store all trash and garbage collected in the Parking Area in adequate containers, maintain all areas near trash containers in a clean, neat and safe condition, and arrange for the regular removal of all such trash and garbage; and v) place, keep and replace, when reasonably necessary, any appropriate directional signs, markers and lines. Provided, however, that Declarant may delegate the responsibility of such maintenance as described to a tenant(s) under lease for the premises, including, but not limited to, Parcels A, B, C and D. Notwithstanding any such delegation of responsibilities to a tenant, the owners of the benefitted properties under this declaration shall have recourse and the right to enforce the terms hereof against the owner of each property burdened by this declaration and nothing contained herein shall limit recourse to the tenant to whom such obligations may be delegated.

3.2 During such periods when the Declarant is maintaining the Parking Area as described in Paragraph 3.1, the owners of Parcels A, B, C and D shall contribute their fair share of maintenance costs of the Parking Area. The owners of Parcels A, B, C and D shall contribute their proportional share of the maintenance costs on a regular basis, which reimbursement shall be made not less than annually, nor more often than monthly, as the Declarant may hereafter determine. The contribution for maintenance shall be allocated as a percentage of building square footage owned by each of the owners of Parcels A, B, C and D, respectively. The percentage of contributions shall be established by determining the amount of square feet of floor space in each building on Parcels A, B, C and D, and dividing that amount by the total amount of square footage of floor space in all of the buildings on Parcels A, B, C, and D. Provided that the Declarant may equitably adjust the contribution for maintenance based on excess use or special circumstances which dictate allocating a greater percentage of maintenance contribution to one or more of the owners of Parcels A, B, C and D, respectively.

3.3 Reference in Article III to the *Declarant* shall mean Declarant or their successors in interest; provided, that in the event that Declarant should cease to own one or more of the properties described in Exhibit A, then each fee owner of each parcel described in Exhibit A shall have the responsibility and right to maintain and collect the cost of such maintenance as to the fee owner's parcel, as required and provided for under this Article III, from the benefitted property owners.



ARTICLE IV.
MAINTENANCE AND REPAIR OF UTILITIES

The parties benefitted by the grant of Utility easements as stated herein shall be responsible to repair and maintain said Utilities at their sole cost and expense. The parties benefitted by the Utility easement further shall have a right of ingress and egress for maintenance and repair of said Utilities. In the exercise of any rights hereunder, the party benefitted by the Utility easement shall restore the premises to their original condition prior to the construction, repair or maintenance of any such Utility at their sole expense. The parties benefitted by the Utility easement further shall indemnify and hold the property owner harmless from all such maintenance repair and construction activity or any loss or injuries arising out of such activities.

ARTICLE V.
MISCELLANEOUS

5.1 Notices. Any notice, communication, request, agreement, reply or advice required or permitted pursuant to this agreement to be given, made, sent or accepted by any party to any other party must be in writing, and must, unless otherwise expressly provided for, be given and served by depositing the same in the United States mail, post paid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party, or by private courier guaranteeing next day delivery, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described herein shall be effective three days following the date of mailing. Other methods of notice are effective as of the date of actual delivery. The failure to accept or pick up mail shall not excuse the addressee from the effects of such notice or communication.

5.2 Binding Effect. The terms of this agreement shall constitute easements and covenants running with and appurtenant to the land, and shall be specifically be appurtenant to Parcels A, B, C and D. The terms of this agreement shall inure to the benefit of and be binding upon the successors and assigns of the owners of Parcels A, B, C and D and the property described in Exhibit A.

5.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the property described in Exhibit A to the general public, or for any public purpose.

5.4 Amendments. Any amendment to this agreement shall be executed with the same formalities hereof and shall be recorded with the Auditor in Skagit County, Washington.

5.5 Enforcement and Collection. If any owner of any of the parcels described herein brings an action to enforce its rights under this agreement, the most prevailing party shall be entitled to recover their attorney's fees and costs of Court. Past due maintenance charges shall bear interest at the rate of twelve percent (12%), simple interest per annum, until paid in full.

Utility, Access and Parking Easement and Maintenance Covenants - 7

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200705070131

Skagit County Auditor

5/7/2007 Page 7 of 12 11:40AM

ARTICLE VI.
RIGHTS OF MORTGAGEES

6.1 **Mortgagee's Rights.** Any mortgagee in possession or the successors thereto (hereafter "Mortgagee in Possession") (a) shall have all of the rights under this agreement and applicable law which would otherwise be held by its mortgagor, subject to the operation and effect of anything to the contrary in its Mortgage, and (b) the parties shall be entitled, in any matter arising under this agreement and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the party thereof.

6.2 **Mortgagee's Obligations.** Upon taking possession, any Mortgagee in Possession shall (subject to this agreement and applicable law) bear all of the obligations of its mortgagor thereunder accruing on and after the date of taking possession: provided, that nothing in this subsection shall be deemed in any way to relieve the mortgagor of any such obligation, or of any liability to such mortgagee in possession on account of any failure by such mortgagor to satisfy any of the same.

6.3 **Mortgage Lien Valid.** No violation of this agreement shall affect or render invalid the lien of any Mortgage made in good faith and for value.

6.4 **Notice to Mortgagee.** Each owner shall notify each other owner in writing of the name and address of each Mortgagee of such owner's property subject to this agreement. Each owner providing a notice to another owner pursuant to this agreement shall be obligated to provide a concurrent notice to each Mortgagee of which the owner giving such notice has been notified as provided above. Such Mortgagee shall have the right, but not the obligation, to cure the default specified in such notice prior to the expiration of the cure period set forth herein. A cure by a Mortgagee of a owner's obligations pursuant hereto shall be deemed a cure by the owner.

6.5 **Payment of Contributions Upon Repossession.** In the event that any existing or future Mortgagee of the property described in Exhibit A notifies the owners or Parcels A, B, C or D of a default under such Mortgagee's Mortgage and directs such owner to pay its contribution for Parking Area maintenance and all other sums due under this agreement to such Mortgagee, the owner shall honor such direction without inquiry and pay such amounts in accordance with such notice.

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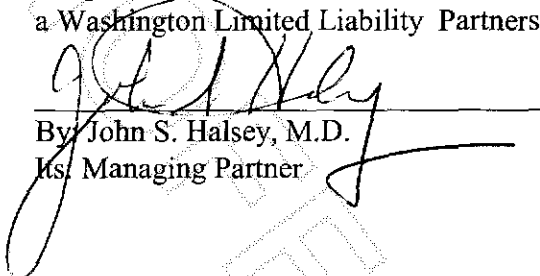
5/7/2007 Page

8 of

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GRANTOR:

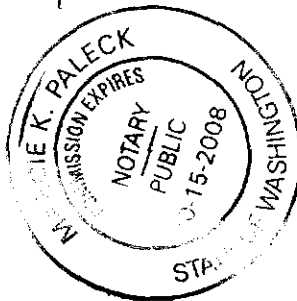
Skagit Valley Real Estate Partnership, LLP,
a Washington Limited Liability Partnership


By John S. Halsey, M.D.
Its Managing Partner

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that John S. Halsey, M.D. signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Partner of Skagit Valley Real Estate Partnership, LLP, a Washington Limited Liability Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 4 2007




(Signature)

MARCIE K. PALECK

NOTARY PUBLIC (print name)

My appointment expires: October 15 2008



200705070131
Skagit County Auditor

5/7/2007 Page 9 of 12 11:40AM

EXHIBIT A

Legal Description for Utility, Access, Parking Easement and Maintenance Covenants
Skagit Valley Real Estate Partnership, LLP

TPN: P26778, P26782, P26780, P53559, P53557, P53553, P53551, P53554, P53558, P53563

PARCEL A:

The South 125.39 feet of the following described property:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East, WM, described as follows:

Beginning at a point 30.83 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter; Thence North $89^{\circ} 48' 35''$ East, parallel to the North line of said Southwest Quarter of the Southeast Quarter 203.81 feet, more or less, to the northerly extension of the East line (East face of building) of the existing medical building as the same exists on January 1, 2007; Thence South $0^{\circ} 22' 16''$ East, along the line of the East face of the existing building and the same projected a distance of 134.45 feet, more or less, to the Southeast corner of said building; Thence South $89^{\circ} 37' 44''$ West, along the Southerly face of the existing building, a distance of 22.83 feet; Thence South $0^{\circ} 13' 17''$ East 125.39 feet more or less, to the Northerly margin of Broadway Street; Thence South $89^{\circ} 46' 43''$ West, along said margin, 177.30 feet to the West line of said Southwest Quarter of the Southeast Quarter of Section 20; Thence North $10^{\circ} 06' 35''$ West, along said line, 260.05 feet to the point of Beginning.

The basis of bearing for the above legal description is North $1^{\circ} 06' 35''$ West between the found South Quarter corner and the found and accepted 1/16th corner on Kincaid Street.

Situate in the City of Mount Vernon, County of Skagit, State of Washington

PARCEL E:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 360 feet South and 75 feet East of the Northwest corner;
Thence East a distance of 75 feet;
Thence South a distance of 135 feet;
Thence West a distance of 75 feet;
Thence North a distance of 135 feet to the point of beginning.

PARCEL F:

That portion of the Southwest Quarter of the Southeast Quarter of Section 20, Township 34 North, Range 4 East of the Willamette Meridian, described as follows:

Beginning at a point 360 feet South of the Northwest corner of said Southwest Quarter of the Southeast Quarter;
Thence East a distance of 75 feet;
Thence South a distance of 135 feet;
Thence West a distance of 75 feet;
Thence North a distance of 135 feet to the point of beginning.



PARCEL G:

Lots 1 and 2, Block 8, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

PARCEL H:

Lots 7 and 8, Block 7, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

PARCEL I:

Lot 3, Block 7, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

PARCEL J:

Lots 11 and 12, Block 6, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof, recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington

PARCEL K:

Lot 4, Block 7, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

PARCEL L:

Lots 9 and 10, Block 7, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

PARCEL M:

Lots 10 to 12, Block 8, MAP OF MILLETT'S ADDITION TO MT. VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 63, records of Skagit County, Washington.

Situate in the City of Mount Vernon, County of Skagit, State of Washington

Note: Omission of Reference to Parcels B, C, D, N, O, P, and Q is intentional.



200705070131
Skagit County Auditor

5/7/2007 Page 11 of 12 11:40AM

Real Estate Tax Parcel Numbers

IMV2348

IC41680

340420-0-086-0009 P26778

3741-008-012-0007 P53563

340420-0-088-0015 P26782

340420-0-087-0016 P26780

3741-008-002-0009 P53559

3741-007-008-0005 P53557

3741-006-012-0001 P53551

3741-007-003-0000 P53553

3741-007-004-0009 P53554

3741-007-012-0009 P53558



200705070131

Skagit County Auditor

5/7/2007 Page

12 of

12 11:40AM