

Skagit County Auditor 7/2/2015 Page

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AFTER RECORDING RETURN TO: MARK A. LACKEY 900 Dupont Street Bellingham, WA 98225-3105

Document Title(s) (or transactions contained therein):
Leasehold Deed of Trust, Security Agreement and Fixture Filing
Secretary of the Control of the Cont
Reference Number(s) of Documents assigned or released:
(on page of document[s])
(or, page or document(o))
Grantor(s) (Last name first, first name and initials)
Wagly, Inc., a Delaware corporation registered to do business in Washington
Tragify, mon, a Delaware corporation to do bacilloco in Traditington
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Grantee(s) (Last name first, first name and initials)
Chuckanut Valley Veterinary Clinic, Inc., a Washington corporation
Legal description (abbreviated: i.e. lot, block, plat or section township, (ange)
The Control of the Co
1. Lot 3, Burlington Short Plat No. 1-96
2. Lot 1, Mount Vernon Short Plat No. LU07-030
Additional legal is on page 11 of document.
Assessor's Property Tax Parcel / Account Number
1. 8011-000-003-000 / P109093
2. 4421-000-002-0001 / P82037
☐ Additional legal is on page of document.  ☐ Additional legal is on page of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the
document to verify the accuracy or completeness of the indexing information provided between

# LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of July 1, 2015 ("Effective Date"), by WAGLY, INC., a Delaware corporation registered to do business in Washington ("Grantor"), whose address is 896 North Burlington Boulevard, Burlington, WA 98233, in favor of Chicago Title Insurance Company, its successors and assigns ("Trustee"), whose address is 1835 Barkley Blvd., #105, Bellingham, WA 98226, for the benefit of CHUCKANUT VALLEY VETERINARY CLINIC, INC., a Washington corporation, and its successors and assigns ("Beneficiary") whose address is 5060 Park Ridge Place, Sedro Wooley, WA 98264.

## 1. Grant and Secured Obligations.

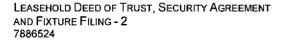
- 1.1 <u>Grant</u>. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 below, Grantor hereby irrevocably and unconditionally grants, bargains, sells, conveys, mortgages and warrants to Trustee and Beneficiary, with power of sale and with right of entry and possession, all estate, right, title and interest which Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "**Property**"):
  - a. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the real property described in Exhibit "A" (the "Premises") and building, structures and improvements located or later constructed on the Premises (the "Improvements"), and any and all guaranties and other agreements relating to or made in connection with any of such Leases;
  - All fixtures and equipment now on, or later to be attached to, the Premises and essential
    to its operation, all of which shall be considered to the fullest extent of the law to be real
    property for purposes of this Deed of Trust and any manufacturer's warranties with
    respect thereto;
  - c. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with
  - d. All personal property of Grantor, now owned or existing and located at 896 N. Burlington Blvd., Burlington, Washington; 1214 Dupont Street, Bellingham, Washington; or, 1310 N. Laventure Road, Mount Vernon, Washington, which relate to the Practice (Practice is defined in that certain Asset Purchase Agreement between Wagly, Inc., as buyer, and Chuckanut Valley Veterinary Clinic, Inc., Laventure Veterinary Center, L.L.C., Peter Brown, DVM, Gregory Ingman, DVM, and Jacob Searle, DVM, as Sellers, dated effective July 1, 2015 (the "Asset Purchase Agreement"), including without limitation that certain equipment, furniture, fixtures, personal property leases, contract rights, prepaid expenses,

accounts receivable, patient medical records (as held by Wagly Veterinary Group of Washington, P.C., a Washington professional corporation, an affiliate of Debtor), business records, inventory, license and permits, trademarks, service marks, copyrights, patents, trade names, communication addresses, and software and databases, together with all proceeds and products thereof.

- 1.2 <u>Secured Obligations</u>. Grantor makes the grant, conveyance, and mortgage set forth in Section 1.1 above, and grants the security interest set forth in Section 2 below for the purpose of securing the following obligations (the "**Secured Obligations**") in any order of priority that Beneficiary may choose:
  - a. Payment and performance of all obligations of Grantor under the Secured Promissory Note between Grantor and Beneficiary of even date herewith, in the original amount of \$960,000 and defined as the "Brown Note" under the Asset Purchase Agreement together with any and all modifications, extensions, renewals and replacements thereof.
  - b. Payment and performance of all obligations of Grantor under the Secured Promissory Note between Grantor and Beneficiary of even date herewith, in the original amount of \$420,000 and defined as the "Ingman Note" under the Asset Purchase Agreement, together with any and all modifications, extensions, renewals and replacements thereof.
  - c. Payment and performance of all obligations of Grantor under the Secured Promissory Note between Grantor and Beneficiary of even date herewith, in the original amount of \$420,000 and defined as the "Searle Note" under the Asset Purchase Agreement, together with any and all modifications, extensions, renewals and replacements thereof.
  - d. Payment and performance of all obligations of Grantor under the Secured Promissory Note between Grantor and Beneficiary of even date herewith, in the original amount of \$750,000 and defined as the "Holdback Note" under the Asset Purchase Agreement, together with any and all modifications, extensions, renewals and replacements thereof.
  - e. Payment and performance of any and all obligations of Grantor under Asset Purchase Agreement.
- 1.3 <u>Secured Obligations of After Acquired Person</u>. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations.

### 2. Grant of Security Interest.

2.1 <u>Security Agreement</u>. The parties intend for this Deed of Trust to create a lien on the Property, in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Grantor as debtor hereby grants Beneficiary and Trustee as secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the State of Washington Uniform Commercial Code, covering all such Property.



2.2 <u>Financing Statements</u>. Grantor hereby authorizes Beneficiary to file one or more financing statements. In addition, Grantor shall execute such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property.

# 3. Fixture Filing.

This Deed of Trust constitutes a financing statement filed as a fixture filing under State of Washington Uniform Commercial Code, covering any Property which now is or later may become fixtures attached to the Premises of Improvements. For this purpose, the respective addresses of Grantor, as debtor, and Beneficiary and Trustee, as secured party, and the organizational identification numbers of Grantor, are as set forth in the preambles of this Deed of Trust.

- 4. Rights and Duties of the Parties.
- 4.1 Representations and Watranties. Grantor represents and warrants that:
  - a. Grantor possesses a valid leasehold interest in the Premises and Improvements;
  - b. Grantor has or will have good title to all Property subject to existing security interests, reservations of title or conditional sales contracts, whether recorded or unrecorded as of the Effective Date:
  - c. Grantor has the full and unlimited power, right and authority to encumber the Property;
  - d. The Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; and
  - e. Grantor's maintains a place of business at the address specified in Section 6.8.
- 4.2 <u>Taxes and Assessments</u>. Grantor shall pay all taxes and assessments and charges of every kind upon the Property before the same become delinquent.
- 4.3 <u>Performance of Secured Obligations</u>. Grantor shall promptly pay and perform each Secured Obligation in accordance with its terms.
- 4.4 <u>Liens, Charges and Encumbrances</u>. Grantor shall pay all water and sewer rates, rents, taxes, assessments, premiums, charges and impositions, attributable to the Property.
- 4.5 <u>Preservation and Maintenance of Property.</u> Grantor (a) shall not commit waste; (b) shall keep the Property, including improvements, fixtures, equipment and machinery, in good repair subject to customary wear and tear; and (c) shall comply in all material respects with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- 4.6 <u>Release</u>. When all of the Secured Obligations have been paid in full, Beneficiary and Trustee shall release this Deed of Trust, the lien created thereby, and all notes and instruments evidencing the Secured Obligations.
- 4.7 Notice of Claims and Actions. Grantor shall give Beneficiary prompt notice in writing if any

claim is asserted which does or could affect title to or the right of possession of the Property, the security of this Deed of Trust and the rights and powers of Beneficiary created under it, or if any action or proceeding is commenced which alleges or relates to any such claim.

# 5. Default and Remedies.

- 5.1 <u>Events of Default</u>. Grantor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "**Events of Default**"; any one singly, an "**Event of Default**").
  - a. Subject to any applicable cure period, if the Secured Obligations shall not be (i) paid in full when due and payable or (ii) completed when performance is required.
  - b. If Grantor fails to perform or observe any covenant or agreement contained in this Deed of Trust, and such failure remains unremedied for thirty (30) days after the Beneficiary gives notice thereof to Grantor.
  - c. If any representation, warranty or statement made in or pursuant to this Deed of Trust shall be false or erroneous.
  - d. Subject to any applicable cure period, if any event of default or default shall occur under any of the Leases for the Fremises or the Asset Purchase Agreement.
- Remedies. At any time after an Event of Default, Beneficiary shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.
  - a. Declare all of the Secured Obligations to be immediately due and payable, whereupon all unpaid principal, interest and fees in respect of such Secured Obligations, together with all of Beneficiary's costs, expenses and reasonable attorneys' fees related thereto, shall be immediately due and payable;
  - b. Exercise its remedies under the Asset Purchase Agreement,
  - c. Exercise any and all rights and remedies available to Beneficiary under any applicable law;
  - d. Exercise any and all rights and remedies granted to Beneficiary under the terms of this Deed of Trust;
  - e. Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through Grantor, and without regard for the solvency or insolvency of Grantor or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by

applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Beneficiary would have, upon entering and taking possession of the Property under this Section.

- Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may reasonably consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Grantor's or the then owner's books and records; entering into, enforcing, modifying or canceling any Lease on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; collecting and receiving any payment of money owing to Beneficiary; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Grantor shall assemble all of the Property that has been removed from the Premises and make all of it available to Beneficiary at the site of the Premises. Grantor hereby irrevocably constitutes and appoints Beneficiary as Grantor's attorney-infact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Grantor's name on any instruments.
- g. Beneficiary may cure any breach or default of Grantor, and if it chooses to do so in connection with any such cure. Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried hereunder; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary. Beneficiary may take any of the actions permitted under this Subsection either with or without giving notice to any person. Any amounts expended by Beneficiary under this Subsection shall be secured by this Deed of Trust.
- h. Beneficiary shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable law. Beneficiary or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Beneficiary's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Beneficiary may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. In addition to the right provided in this Section, upon, or at any time after the filing of a complaint to foreclose this Deed of Trust, Beneficiary and Trustee shall be entitled to the appointment of a receiver of the Property by the court in

which such complaint is filed, and Grantor hereby consents to such appointment.

- i. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Grantor or any other person or entity in favor of Beneficiary in connection with the Secured Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor. Beneficiary shall have the right to pursue all remedies afforded to a beneficiary under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.
- j. Beneficiary and/or Trustee, as required by applicable law, shall have the discretionary right to cause some or all of the Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.
- k. For purposes of this power of sale, Beneficiary and/or Trustee, as required by applicable law, may elect to treat as personal property any Property which is intangible or which can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Beneficiary and/or Trustee, as required by applicable law, may dispose of any personal property, in any manner permitted by the State of Washington Uniform Commercial Code, including any public or private sale, or in any manner permitted by any other applicable law.
- In connection with any sale or other disposition of such Property, Grantor agrees that the following procedures constitute a commercially reasonable sale: Beneficiary shall mail written notice of the sale to Grantor not later than thirty (30) days prior to such sale. Beneficiary will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Beneficiary will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.
- m. If the Property consists of more than one lot, parcel or item of property, Beneficiary and/or Trustee, as required by applicable law, may:
- n. Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and
- o. Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions: or in any other manner Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale;" and any two or more, "Foreclosure Sales").

If Beneficiary chooses to have more than one Foreclosure Sale, Beneficiary at its option may cause

the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Beneficiary may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

- 5.3 <u>Credit Bids.</u> At any Foreclosure Sale, any person, including Grantor or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:
  - a. First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to pay or reimburse Beneficiary and Trustee under this Deed of Trust; and
  - b. Second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.
- 5.4 <u>Application of Foreclosure Sale Proceeds</u>. Beneficiary shall apply the proceeds of any Foreclosure Sale in the following manner.
  - First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Grantor is obligated to reimburse Beneficiary;
  - Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary under the terms of this Deed of Trust which then remain unpaid;
  - c. Third, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and
  - d. Fourth, to remit the remainder, if any, to the person of persons entitled to it.

## 6. Miscellaneous Provisions.

#### 6.1 No Waiver or Cure.

- a. Each waiver by Beneficiary must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary to take action on account of any default of Grantor. Consent by Beneficiary to any act or omission by Grantor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's consent to be obtained in any future or other instance.
- b. If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security

of this Deed of Trust; or prejudice Beneficiary or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust.

- c. Beneficiary or Trustee, its agent or a receiver takes possession of all or any part of the Property in the manner provided in Section 5.2.f.
- (i) Beneficiary or Trustee receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary hereunder.
- (ii) Beneficiary or Trustee receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.
- (iii) Beneficiary, Trustee or any receiver invokes any right or remedy provided under this Deed of Trust
- 6.2 <u>Merger</u>. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.
- 6.3 <u>Applicable Law.</u> The creation, perfection and enforcement of the lien of this Deed of Trust shall be governed by the laws of the State of Washington. Subject to the foregoing, in all other respects, this Deed of Trust shall be governed by the substantive laws of the State of Washington.
- 6.4 <u>Successors in Interest</u>. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

# 6.5 Interpretation.

- a. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to".
- b. The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.
- c. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.
- 6.6 <u>Waiver of Statutory Rights</u>. To the extent permitted by law, Grantor hereby agrees that it shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption.

laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Grantor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Deed of Trust on behalf of Grantor and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Deed of Trust. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law

- 6.7 <u>Severability</u>. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.
- Notices. All notices, requests, demands or other communications provided for hereunder shall be in writing and mailed or delivered to any party hereto at the address of such party specified below. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, except that notices from Grantor to Beneficiary pursuant to any of the provisions hereof shall not be effective until received by Beneficiary.

Grantor:

Wagly, Inc.

896 N. Burlington Blvd. Burlington, WA 98233

Trustee:

Chicago Title Insurance Company

1835 Barkley Blvd., Suite 105 Bellingham, WA 98226

Beneficiary:

Chuckanut Valley Veterinary Clinic, Inc.

5060 Park Ridge Place Sedro Woolley, WA 98284

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

Any notice or demand delivered to the person or entity named above to accept notices and demands for Grantor shall constitute notice or demand duly delivered to Grantor, even if delivery is refused.

6.9 <u>Disclosure</u>. ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING - 9 7886524





#### **EXHIBIT A**

## **Legal Description**

# **BURLINGTON PROPERTY:**

Lot 3 of Burlington Short Plat No. 1-96, approved May 31, 1995, recorded July 12, 1996 in Book 12 of Short Plats, page 119, under Auditor's File No. 9607120132, records of Skagit County, Washington, and being a portion of the Northwest 1/2 of Section 32, Township 35 North, Range 4 East, W.M.

Assessor's Tax Parcel No. 8011-000-003-000 P109093

# **LAVENTURE PROPERTY:**

Lot 1, Mount Vernon Short Plat No. LU07-030, approved October 8, 2012, recorded October 11, 2012 under Auditor's File No. 201210110104, being a portion of Let B, "PLAT OF KULSHAN VIEW, DIVISION NO. 1", as per plat recorded in Volume 13 of Plats, Page 8, records of Skagit County, Washington.

Assessor's Tax Parcel No.: 4421-000-002-0001 P82037

