

Return Address:

P. Hayden

PO Box 454

Sedro-Woolley
WA 98284



Skagit County Auditor
8/23/2013 Page

1 of 16 10:51AM
\$47.00

Document Title: Decree of Dissolution

Reference Number (if applicable): Case # 12-3-00811-2

Grantor(s):

additional grantor names on page ___

1) Donald Richard Tracy

2) Annie K. Tracy

Grantee(s):

additional grantor names on page ___

1) Annie K. Tracy

2) Donald Richard Tracy

Abbreviated Legal Description:

full legal on page(s) 4

Lot 8 & 1/36 interest in Lot 33
Heart of the Skagit Tracts
Vol 9, pages 1, 2 + 3, Records of Skagit Co.

Assessor Parcel / Tax ID Number:

additional parcel numbers on page ___

P 65629 / 3923-000-008-0000

2013 AUG 13 PM 1:25

Superior Court of Washington
County of Skagit

In re the Marriage of:

DONALD RICHARD TRACY,

Petitioner,

and

ANNIE K. TRACY,

Respondent.

No. 12-3-00811-2

Decree of Dissolution (DCD)

Clerk's action required

Law Enforcement Notification, ¶ 3.8

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I. Judgment Summaries

1.1 Real Property Judgment Summaries:

Real Property Judgment Summary No. 1

Name of Grantor: Donald Richard Tracy and Annie K. Tracy, husband and wife	Name of Grantee: Donald Richard Tracy, as his separate property
Assessor's property tax parcel or account number: P65629 / 3923-000-008-0000	
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):	
A 1/2 undivided interest in Tract 8 and 1/36 interest in Lot 33, and Heart O' the Skagit River Tracts, Vol. 9 Plats, Pgs 1,2 & 3, Records of Skagit County, WA	
See Page 6 for full legal description	

Real Property Judgment Summary No. 2

Name of Grantor: Donald Richard Tracy and Annie K. Tracy, husband and wife	Name of Grantee: Annie K. Tracy, as her separate property
Assessor's property tax parcel or account number: P65629 / 3923-000-008-0000	
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):	
A 1/2 undivided interest in Tract 8 and 1/36 interest in Lot 33, and Heart O' the Skagit River Tracts, Vol. 9 Plats, Pgs 1,2 & 3, Records of Skagit County, WA	
See Page 10 for full legal description	

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Real Property Judgment Summary No. 3

Name of Grantor: Donald Richard Tracy, as his separate property	Name of Grantee: Annie K. Tracy, as her separate property
Assessor's property tax parcel or account number: P65629 / 3923-000-008-0000	
Legal description of the property awarded (including lot, block, plat, or section, township, range, county and state):	
A judicial lien on 1/2 undivided interest in Tract 8 and 1/36 interest in Lot 33, and Heart O' the Skagit River Tracts, Vol. 9 Plats, Pgs 1,2 & 3, Records of Skagit County, WA	
	See Page 4 (Par. 3.15) for full legal description

1.2 Money Judgment Summary:

Judgment Summary is set forth below for judgment in paragraph 3.15.

- A. Judgment creditor Annie K. Tracy
- B. Judgment debtor Donald Richard Tracy
- C. Principal judgment amount \$10,000.00 due on sale of real property from proceeds
- D. Interest to date of judgment \$ -0-
- E. Attorney fees \$ -0-
- F. Costs \$ -0-
- G. Other recovery amount \$ -0-
- H. Principal judgment shall bear interest at 12 % per annum after due date
- I. Attorney fees, costs and other recovery amounts shall bear interest at N/A % per annum
- J. Attorney for judgment creditor Patrick M. Hayden
- K. Attorney for judgment debtor Christopher J. Pollino
- L. Other:

End of Summaries

II. Basis

Findings of Fact and Conclusions of Law have been entered in this case.

III. Decree

It is decreed that:

3.1 Status of the Marriage

The marriage of the parties is dissolved.

3.2 Property to be Awarded the Petitioner

The petitioner is awarded as separate property the property set forth in Exhibit H. This exhibit is

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attached or filed and incorporated by reference as part of this decree.

3.3 Property to be Awarded to the Respondent

The respondent is awarded as separate property the property set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

3.4 Liabilities to be Paid by the Petitioner

The petitioner shall pay the community or separate liabilities set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the petitioner shall pay all liabilities incurred by the petitioner since the date of separation.

3.5 Liabilities to be Paid by the Respondent

The respondent shall pay the community or separate liabilities set forth in Exhibit W. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the respondent shall pay all liabilities incurred by the respondent since the date of separation.

3.6 Hold Harmless Provision

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.7 Maintenance

Does not apply.

3.8 Restraining Order

All temporary Restraining Order(s) signed by the court under this cause number are terminated.

Clerk's Action. The clerk of the court shall forward a copy of this order, on or before the next judicial day to Skagit County Sheriff law enforcement agency where *the protected person* resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. Pursuant to the parties' CR2A Agreement and Addendum, all restraints entered against either party previously to this case are hereby dismissed effective June 24, 2013.

3.9 Protection Order

Does not apply.

3.10 Jurisdiction Over the Children

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Does not apply because there are no dependent children.

3.11 Parenting Plan

Does not apply.

3.12 Child Support

Does not apply.

3.13 Attorney Fees, Other Professional Fees and Costs

Attorney fees, other professional fees and costs shall be paid as follows:

The petitioner has paid \$500.00 toward respondent's attorney fees payable to her attorney, Patrick M. Hayden; otherwise, each party shall pay his or her own fees and costs.

3.14 Name Changes

The respondent's name shall be and is changed to Annie Kathleen Mitchell

3.15 Other: Judgment and Judicial Lien

The Respondent, Annie K. Tracy, is hereby awarded a judgment against Petitioner, Donald Richard Tracy in the amount of \$10,000.00. Said judgment is due upon the sale of the real property of the parties, and shall bear no interest until said sale. Thereafter, if not paid, it shall bear interest at the rate of 12 % per annum.

The Respondent, Annie K. Tracy, is hereby awarded a **judicial lien** in the amount of \$10,000.00 plus interest if any, to secure said judgment, against the real property awarded to Donald Richard Tracy herein, legally described as follows:

Lot 8 and 1/36 of Lot 33, "Heart O' The Skagit - River Tracts", according to the Plat Recorded in Volume 9 of Plats, Pages 1, 2, and 3, Records of Skagit County, Washington. Situated in Skagit County, Washington.

Dated: _____

8/13/13

Judge/Commissioner



Presented by:

Approved for entry;

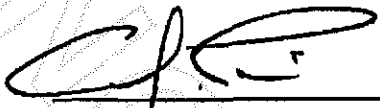
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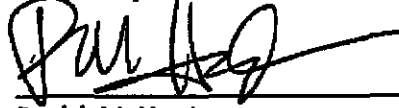
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[Signature]

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Notice for presentation waived:



Christopher J. Pollino
W.S.B.A. #19486
Attorney for Petitioner



Patrick M. Hayden
W.S.B.A. #11061
Attorney for Respondent

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TRACY DISSOLUTION
Skagit County Superior Court Cause No. 12-3-00811-2

EXHIBIT H
Property Awarded to Husband

DONALD RICHARD TRACY is awarded the following property:

1. Any and all personal property currently in his possession and under his control.
2. Any and all bank accounts or other accounts in his name or under his control.
3. Any and all retirement/pension benefits or accounts in his name accrued through his employment, except as set forth herein.
4. Various forms of insurance, rights of social security payments, welfare payments, unemployment compensation payments, disability payments, Medicare and Medicaid payments, educational benefits and grants, interests from health or welfare plans and profit-sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.

5. Real Property:

a. Donald Richard Tracy and Annie K. Tracy are hereby awarded to each of them a one-half (1/2) undivided interest as tenants in common of the real property and improvements of the parties located at 32798 Cockerham Lane, Sedro Woolley, Skagit County, Washington, including easements, rights and appurtenances, legally described as: Lot 8 and 1/36 of Lot 33, "Heart O' The Skagit - River Tracts", According to the Plat Recorded in Volume 9 of Plats, Pages 1, 2, and 3, Records of Skagit County, Washington. Situated in Skagit County, Washington.

b. The parties shall list the property for sale by June 30, 2013, with an agreed real estate broker, on agreed terms and conditions, and the property shall be sold.

c. If the parties cannot agree on the real estate broker, or the terms and conditions of sale, they shall then be determined by Ron Morgan acting as arbitrator.

d. Either party may purchase the property for the list price, including any reduction to a lower price list. The Respondent shall have a right of first refusal to purchase the property on the same terms as any other purchaser who makes an otherwise acceptable offer below the list price, less appropriate credits. This right must be exercised in a timely manner so as to not interfere with any bona fide offer. Notice to exercise this right shall be given promptly, together with proof of ability to do so. The right of first refusal is waived, if not elected to be exercised in writing, within three working days of actual notice of an offer.

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e. The Respondent may reside in the family home until it is sold, shall have the keys to the bath house until sale, and shall perform routine maintenance on the property and grounds to the extent of her physical ability. Petitioner shall have the property weed-eated, or may do so himself.

Cleanup and Preparation of Real Property for Sale:

a. The Petitioner shall remove the semi-trailer, U-Haul boxed container, and vehicles awarded to him from the property, at his expense within the next 45 days. Entry on the property for this purpose shall not be a violation of restraining orders, which shall be so modified by the parties. This activity shall occur at reasonable times, with prior notice to Respondent and Respondent shall not interfere with access. The Petitioner shall have no contact with Respondent, and shall not enter the residence and shall not go under the house, during this activity. The single wide mobile home shall stay on the property until sold by the Petitioner, but must be removed within 45 days unless scrapped out by Chad Buchanan or other persons, in which case Petitioner shall have 90 days to scrap it out and complete all clean-up, or until the house sells, whichever is sooner. The Petitioner shall clean-up the mobile home if it is to remain on the property.

b. During the removal of these items from the property, the Petitioner is allowed to bring two people to assist him. The Respondent shall not have contact with the Petitioner and shall not interfere with the removal activity. The parties may communicate through an agreed intermediary if they wish for purposes of facilitating this preparation.

c. Additional cleanup and preparation of the property for sale shall be the obligation of the Petitioner. If the parties cannot agree on issues relating to cleanup and preparation of the property for sale, such disputes shall be decided by Ron Morgan acting as arbitrator.

6. **Retirement:** If the Petitioner has an interest in a retirement, pension or deferred compensation account(s), the same shall be divided equally to date between the parties by a Qualified Domestic Relations Order(s), which shall be prepared by Respondent's attorney. The Petitioner shall cooperate in providing the required information to Respondent's attorney, which has already been requested from his union.

7. The riding lawnmower shall remain at the family home until the real property is sold. Upon sale of the real property, the riding lawnmower shall be sold and the proceeds divided equally between the parties.

8. The Respondent shall be awarded the 1996 Toyota Avalon, gray boxed trailer, glass doomed anniversary clock, and one metal detector, and the Petitioner shall be awarded a 1995 Ford F250 as their personal vehicles. The petitioner shall be awarded all other vehicles of the parties, titled or otherwise, which are set forth on the attached Exhibit A. Respondent shall provide Petitioner with all vehicle titles in her possession for the vehicles awarded to the Petitioner within 15 days.



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9. The Petitioner shall be awarded that personal property listed on the attached Exhibit A as being awarded to him. The Respondent is awarded all other personal property. Respondent shall remove her personal property from the semi-trailer within 20 days. If she cannot do so, then Petitioner may remove it after 20 days and place it below the house.

10. Payments:

a. Upon sale of the real property, the Petitioner shall pay Respondent \$10,000.00 from his share of the proceeds, from escrow. This obligation is part of the property division, shall be entered as a judgment, and shall be secured by a judicial lien in the decree, recorded with the Auditor. Respondent shall sign a Satisfaction of Judgment upon her receipt of payment at closing. The net proceeds from sale of the real property shall be split equally, 50% to each party, subject to the \$10,000.00 payment set forth above.

b. The Petitioner has paid Respondent the sum of \$1,000.00 by to Respondent pursuant to the settlement agreement.

c. The Petitioner has paid the sum of \$500.00 to Respondent's attorney pursuant to the settlement agreement.

d. The Petitioner shall pay the mediation costs through May 29, 2013, to Ron Morgan, which have already been paid by Petitioner.

e. Except as set forth herein, each party shall pay their own costs and attorney fees.

OR

Husband's Liabilities

DONALD RICHARD TRACY is ordered to pay the following debts and liabilities to the following creditors:

1. While residing in the family residence, the Respondent shall pay the current monthly payments due on the SBA loan, and the current monthly utilities. The Petitioner shall pay the county taxes and insurance obligations for the real property. These obligations start June 1, 2013. Past due installments for these obligations shall be paid from the proceeds of the sale of the real property. The SBA loan obligation owing at the time of the sale of the real property shall be paid at the time of sale, from the sale proceeds. Respondent to provide documentation within 14 days to Petitioner of the homeowners and flood insurance carriers and contact information.

2. The Respondent shall pay her JC Penneys credit card debt and any other debt in her name. Respondent represents that she has incurred no other community credit card debts. Except as specifically provided herein, the Petitioner shall pay the remaining community obligations and those incurred in his name, if any (other than those incurred solely by Respondent, if any), and including any obligation owed to Judy Fall or Belleville Bees.

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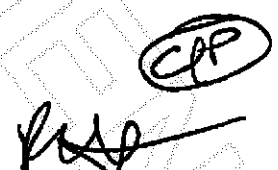
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3. Each party shall be responsible for any debts which they incurred after the date of separation.

4. *Except as otherwise provided herein, each party shall be responsible for all debts associated with the property awarded to them.*

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TRACY DISSOLUTION
Skagit County Superior Court Cause No. 12-3-00811-2

EXHIBIT W
Property Awarded to Wife

ANNIE KAY TRACY is awarded the following property:

1. Any and all personal property currently in her possession and under her control.
2. Any and all bank accounts or other accounts in her name or under her control.
3. Any and all retirement/pension benefits or accounts in her name accrued through her employment, except as set forth herein.
4. Various forms of insurance, rights of social security payments, welfare payments, unemployment compensation payments, disability payments, Medicare and Medicaid payments, educational benefits and grants, interests from health or welfare plans and profit-sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.
5. Real Property:
 - a. Donald Richard Tracy and Annie K. Tracy are hereby awarded to each of them a one-half (1/2) undivided interest as tenants in common of the real property and improvements of the parties located at 32798 Cockerham Lane, Sedro Woolley, Skagit County, Washington, including easements, rights and appurtenances, legally described as: Lot 8 and 1/36 of Lot 33, "Heart O' The Skagit - River Tracts", According to the Plat Recorded in Volume 9 of Plats, Pages 1, 2, and 3, Records of Skagit County, Washington. Situated in Skagit County, Washington.
 - b. The parties shall list the property for sale by June 30, 2013, with an agreed real estate broker, on agreed terms and conditions, and the property shall be sold.
 - c. If the parties cannot agree on the real estate broker, or the terms and conditions of sale, they shall then be determined by Ron Morgan acting as arbitrator.
 - d. Either party may purchase the property for the list price, including any reduction to a lower price list. The Respondent shall have a right of first refusal to purchase the property on the same terms as any other purchaser who makes an otherwise acceptable offer below the list price, less appropriate credits. This right must be expedited in a timely manner so as to not interfere with any bona fide offer. Notice to exercise this right shall be given promptly, together with proof of ability to do so. The right of first refusal is waived, if not elected to be exercised in writing, within three working days of actual notice of an offer.

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e. The Respondent may reside in the family home until it is sold, shall have the keys to the bath house until sale, and shall perform routine maintenance on the property and grounds to the extent of her physical ability. Petitioner shall have the property weed-eated, or may do so himself.

Cleanup and Preparation of Real Property for Sale:

a. The Petitioner shall remove the semi-trailer, U-Haul boxed container, and vehicles awarded to him from the property, at his expense within the next 45 days. Entry on the property for this purpose shall not be a violation of restraining orders, which shall be so modified by the parties. This activity shall occur at reasonable times, with prior notice to Respondent and Respondent shall not interfere with access. The Petitioner shall have no contact with Respondent, and shall not enter the residence and shall not go under the house, during this activity. The single wide mobile home shall stay on the property until sold by the Petitioner, but must be removed within 45 days unless scrapped out by Chad Buchanan or other persons, in which case Petitioner shall have 90 days to scrap it out and complete all clean-up, or until the house sells, whichever is sooner. The Petitioner shall clean-up the mobile home if it is to remain on the property.

b. During the removal of these items from the property, the Petitioner is allowed to bring two people to assist him. The Respondent shall not have contact with the Petitioner and shall not interfere with the removal activity. The parties may communicate through an agreed intermediary if they wish for purposes of facilitating this preparation.

c. Additional cleanup and preparation of the property for sale shall be the obligation of the Petitioner. If the parties cannot agree on issues relating to cleanup and preparation of the property for sale, such disputes shall be decided by Ron Morgan acting as arbitrator.

6. Retirement: If the Petitioner has an interest in a retirement, pension or deferred compensation account(s), the same shall be divided equally to date between the parties by a Qualified Domestic Relations Order(s), which shall be prepared by Respondent's attorney. The Petitioner shall cooperate in providing the required information to Respondent's attorney, which has already been requested from his union.

7. The riding lawnmower shall remain at the family home until the real property is sold. Upon sale of the real property, the riding lawnmower shall be sold and the proceeds divided equally between the parties.

8. The Respondent shall be awarded the 1996 Toyota Avalon, gray boxed trailer, glass doomed anniversary clock, and one metal detector, and the Petitioner shall be awarded a 1995 Ford F250 as their personal vehicles. The petitioner shall be awarded all other vehicles of the parties, titled or otherwise, which are set forth on the attached Exhibit A. Respondent shall provide Petitioner with all vehicle titles in her possession for the vehicles awarded to the Petitioner within 15 days.



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9. The Petitioner shall be awarded that personal property listed on the attached Exhibit A as being awarded to him. The Respondent is awarded all other personal property. Respondent shall remove her personal property from the semi-trailer within 20 days. If she cannot do so, then Petitioner may remove it after 20 days and place it below the house.

10. Payments:

- a. Upon sale of the real property, the Petitioner shall pay Respondent \$10,000.00 from his share of the proceeds, from escrow. This obligation is part of the property division, shall be entered as a judgment, and shall be secured by a judicial lien in the decree, recorded with the Auditor. Respondent shall sign a Satisfaction of Judgment upon her receipt of payment at closing. The net proceeds from sale of the real property shall be split equally, 50% to each party, subject to the \$10,000.00 payment set forth above.
- b. The Petitioner has paid the sum of \$1,000.00 to Respondent, pursuant to the settlement agreement.
- c. The Petitioner has paid the sum of \$500.00 to Respondent's attorney pursuant to the settlement agreement.
- d. The Petitioner shall pay the mediation costs through May 29, 2013, to Ron Morgan, which have already been paid by Petitioner.
- e. Except as set forth herein, each party shall pay their own costs and attorney fees.

Wife's Liabilities

ANNIE KAY TRACY is ordered to pay the following debts and liabilities to the following creditors:

1. While residing in the family residence, the Respondent shall pay the current monthly payments due on the SBA loan, and the current monthly utilities. The Petitioner shall pay the county taxes and insurance obligations for the real property. These obligations start June 1, 2013. Past due installments for these obligations shall be paid from the proceeds of the sale of the real property. The SBA loan obligation owing at the time of the sale of the real property shall be paid at the time of sale, from the sale proceeds. Respondent to provide documentation within 14 days to Petitioner of the homeowners and flood insurance carriers and contact information.

2. The Respondent shall pay her JC Penneys credit card debt and any other debt in her name. Respondent represents that she has incurred no other community credit card debts. Except as specifically provided herein, the Petitioner shall pay the remaining community obligations and those incurred in his name, if any (other than those incurred solely by Respondent, if any), and including any obligation owed to Judy Fall or Belleville Bees.

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A signature that appears to be "PWA".
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3. Each party shall be responsible for any debts which they incurred after the date of separation.

4. Except as otherwise provided herein, each party shall be responsible for all debts associated with the property awarded to them.

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Exhibit A

1. Vehicles Awarded to Petitioner:

- 1995 Ford P/U F250
- 1992 Terry Trailer
- 1986 CLEMR TLTSTLR (lawnmower trailer)
- 1975 Chevrolet (1-ton flat bed)
- 1990 Ford F150 (key to be provided by Respondent to Petitioner within 20 days)
- Single Wide Mobile Home converted to honey extraction shop (which shall remain on property as set forth above)
- U-Haul Box Van
- Shipping Container Semi-Trailer (excluding the contents, which are awarded to Respondent, except as set forth below); Petitioner is allowed to wash the semi-trailer on the property before removed by him)

2. Personal Property Awarded to Petitioner:

A. Believed to be in house:

- Stereo, cabinet, components and records
- Porcelain lady lamp
- 2 Clocks in house (wind up)

B. Believed to be in Semi-Trailer:

- Marbles
- Model Trains
- Two Violins
- Soup Tureens (large Bowl with lids and ladles)
- Fishing poles and reels
- Some of the pictures in the semi trailer - parties shall divide by alternate selection if they cannot otherwise agree on the division of the pictures)
- Four metal detectors
- Wind up wall clock
- Staple guns

C. Believed to be in Box Trailer on river bank

- 4 or 5 table saws
- joiner
- 12 inch chop saw
- drill press
- honey pump
- staple guns

CR2A Agreement - 6



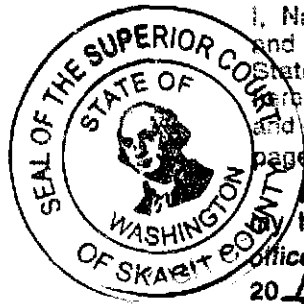
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State of Washington, } ss.
County of Skagit



I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 14 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 23 day of Aug, 2013
Nancy K. Scott, County Clerk.

By Carol Insoll
Deputy Clerk



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