

When recorded return to:

Wolden Charitable Trust dated September 24, 2010  
9743 Simpson Road  
Sedro Woolley, WA 98284

Recorded at the Request of:  
Guardian Northwest Title  
File No: 110605



201603070111

Skagit County Auditor

\$80.00

3/7/2016 Page

1 of

7 3:37PM

## DEED OF TRUST

(For use in the State of Washington only)

110605  
GUARDIAN NORTHWEST TITLE CO.

THIS DEED OF TRUST, made this 3rd day of March, 2016 between Burlington Hill Holdings II, a Washington limited liability company, GRANTOR, whose address is 21606 Alderbrook Lane, Mount Vernon, WA 98274, Guardian Northwest Title, TRUSTEE, whose address is 1301-B Riverside Drive, Mount Vernon, WA 98273 and George Wolden, Trustee of Wolden Charitable Trust dated September 24, 2010, BENEFICIARY, whose address is 9743 Simpson Road, Sedro Woolley, WA 98284.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

Abbreviated Legal:

Portion of Tract 19 of Burlington Acreage Property and easements over portions of Tracts 10, 18, 19 and 20 of said plat

For Full Legal See Attached Exhibit "A"

Tax Parcel Number(s): P102189, 3867-000-010-0600, P62325, 3867-000-010-0103

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits of the property.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained in this Deed of Trust, and payment of the sum of **ONE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED TWENTY FIVE AND 35/100 Dollars (\$169,525.35)** with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions of the note, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of the Grantor's successors or assigns, together with interest thereon at the rate agreed upon.

**DUE DATE:** The entire balance of the promissory note secured by this Deed of Trust, together with any and all interest accrued thereon, shall be due and payable in full on **March 1, 2046**.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure, or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a

Order No:

reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured by this Deed of Trust, shall be added to and become a part of the debt secured in this Deed of Trust.

7. DUE ON SALE: (OPTIONAL – Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.



Grantor (Initials)



Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

9. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Upon default by Grantor in the payment of any indebtedness secured by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, all sums secured by this Deed of Trust shall immediately become due and payable at the option of the Beneficiary, subject to any cure period provided in the note secured by this Deed of Trust. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

12. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

13. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

14. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

15. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

16. ADDITIONAL TERMS AND CONDITIONS: (check one)

a. ☒ NONE

OR

b. ☐ As set forth on the attached "Exhibit A" which is incorporated by this reference

(Note: If neither "a" nor "b" is checked, then option "a" applies)

Order No:

Dated: 3-4-16

Burlington Hill Holdings II, LLC

By: Adam P. Ware, Managing Member

By: Kathy Ware, Managing Member

State of Washington }  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that \_\_\_\_\_ the person who appeared before me, and said person acknowledge that \_\_\_\_\_ signed this instrument and acknowledge it to be \_\_\_\_\_ free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Katie Hickok  
Notary Public in and for the State of Washington  
Residing at: \_\_\_\_\_  
My appointment expires: 1/07/2019

**REQUEST FOR FULL RECONVEYANCE**  
*Do not record. To be used only when note has been paid.*

**TO: TRUSTEE**

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated \_\_\_\_\_, \_\_\_\_\_

State of WA

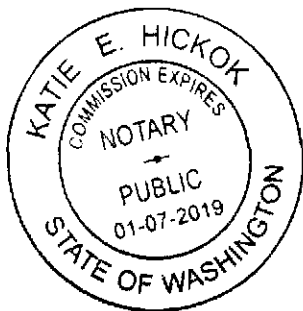
Acknowledgment - Corporate

County of Sagit

I certify that I know or have satisfactory evidence that:

Adam P. Ware & Kathy Ware the  
person(s) who appeared before me; and said person(s) acknowledged that he/she/they signed this  
instrument, on oath stated he/she/they are authorized to execute the instrument and is/are  
Managing Member of  
Burlington Hills Holdings II, LLC to  
be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated 3-4-16



Katie E. Hickok

Notary Public in and for the State of Washington

Residing at Wethers

My appointment expires: 1-7-19

**Exhibit "A"**

**Parcel One:**

Tract 19, "Plat of the Burlington Acreage Property" as per plat recorded in Volume 1 of Plats page 49, records of Skagit County, Washington.

TOGETHER WITH that portion of vacated Anacortes Street appurtenant thereto.

EXCEPT the 3 following described portions thereof:

- 1) Parcel "B" of Survey recorded February 6, 1980 as Skagit County Auditor's File No. 8002060006.
- 2) That portion of said Tract 19 lying Westerly of the following described line: Begin at the North 1/4 corner of Section 32, Township 35 North, Range 4 East, W.M.; thence South 0°35'18" West along the North/South center line of Section 32, a distance of 1,983.22 feet; thence South 89°24'18" West a distance of 1,290.62 feet to the True Point of Beginning of this line description; thence North 0°37'03" East a distance of 150 feet; thence North 45°37'03" East a distance of 212.13 feet; thence North 0°37'03" East to the North line of said Tract 19, the terminus of this line description.
- 3) Beginning at the North 1/4 corner of Section 32 Township 35 North, Range 4 East, W.M.; thence South 0°35'18" West a distance of 1,627.83 feet; thence South 89°19' West a distance of 592.46 feet to the true point of beginning; thence South 89°19' West a distance of 168.21 feet; thence South 0°41' East a distance of 299.18 feet; thence North 89°19' East a distance of 168.21 feet; thence North 0°41' West a distance of 299.18 feet to the true point of beginning. (Said parcel being sometimes referred to as Tract "A" of an unrecorded survey.)

**Parcel Two:**

A non-exclusive easement for ingress, egress and utilities over, across and under that certain 60-foot wide strip of land delineated on Survey recorded February 6, 1980 as Auditor's File No. 8002060006 and re-delineated as "Hendricks Place" on Skagit County Short Plat No. 13-84, approved May 6, 1985 and recorded May 7, 1985 as Auditor's File No. 8505070009; all lying within Tracts 19 and 20 of the "Plat of the Burlington Acreage Property", recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington.

Said Easement being appurtenant to Parcel One.

**Parcel Three:**

A non-exclusive easement for ingress, egress and utilities over, across and under that portion of the following described 60-foot wide strip of land lying within those portions of Tracts "A" and "B" of Skagit County Short Plat No. 13-84, approved May 6, 1985 and recorded May 7, 1985 as Auditor's File No. 8505070009 lying within Tract 10 of the "Burlington Acreage Property", as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington:

The centerline of this 60-foot wide strip of land is described as follows: Begin at a point on the West line of Bella Vista Lane in the "Plat of Tinas Coma", recorded as Skagit County Auditor's File No. 200008110004 at the Southeasterlymost point of Lot 30 of said Plat which is on the West line of said Bella Vista Lane; thence Southeasterly along the West line of said Bella Vista Lane to a point on a line 30 feet Southeasterly of and concentric to the curve which is the Southeasterly line of said Lot 30, said point being the True Point of Beginning of this centerline description; thence Southwesterly along said concentric line to its intersection with a line parallel with and 30 feet Southerly of the South line of said Lot 30; thence Westerly along said parallel line and its Westerly extension, if necessary, to the intersection with the centerline of an existing roadway lying within this 60-foot wide strip of land; thence continue Westerly, Southerly, Westerly and Northwesterly to its intersection with the Easterly line of the 30-foot wide road easement delineated on the face of said Short Plat No. 13-84; thence North 14°39'36" West (North 16°16" West) along said Easterly line to a point 30 feet Southeasterly of an angle point on said Easterly line; thence West to a point on a line delineated on said Short Plat as being parallel with and 10 feet Easterly of the Easterly line of Tract "B" of said Short Plat; thence Southwesterly along said parallel line to its intersection with the Easterly extension of the South line

of said Tract "B"; from said point of intersection said parallel line becomes the centerline of the 60-foot wide road and utility easement delineated on said Short Plat as a Northerly extension of Hendricks Place; thence continue Southwesterly along said centerline to the South line of said Tract "A", the terminus of this 60-foot wide strip of land.

If the centerline of the existing roadway reference at the beginning of this centerline description is more than 30 feet Southerly of the Southeasterly and Southerly lines of Lot 30 then the centerline of this 60-foot wide strip of land shall follow said existing centerline in lieu of the 30-foot concentric and parallel lines described above.

Said Easement is appurtenant to Parcel One.

Parcel Four:

A non-exclusive easement for ingress, egress and utilities over, across and under those three portions of Tract "A" of Record of Survey recorded February 6, 1980 as Auditor's File No. 80002060026 in Volume 3 of Surveys, Page 7, records of Skagit County, described as follows:

- a) That certain 60-foot wide Southerly portion of said Tract "A" delineated on said Record of Survey as a "road easement".
- b) Those Southeasterly portions of said Tract "A" lying within a 40-foot wide strip of land adjoining portions of the Northwesterly lines of Lots 56, 57 and 58 "Plat of Tinas Coma" as per plat recorded as Auditor's File No. 200008110004, EXCEPT any portions of said 40-foot wide strip of land lying within a) above.
- c) That Southwesterly portion of said Tract "A" lying both within 30 feet of the centerline of an existing as-built road as delineated on said Survey and Northerly of a) above.  
The above described portion of Tract "A" being a portion of Tract 18 "Plat of the Burlington Acreage Property" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington.

Parcel Five:

A non-exclusive easement delineated over and across the five following described portions of the "Plat of Tinas Coma", recorded as Skagit County Auditor's File No. 200008110004:

- 1.) A Southeasterly 30-foot wide portion of Lot 55 thereof;
- 2.) An Easterly 30-foot wide portion of Open Space Tract "I" thereof;
- 3.) A Northerly and Northwesterly 20-foot wide portion of Lot 56 thereof;
- 4.) A Westerly 20-foot wide portion of Lot 57 thereof; and
- 5.) A Westerly 20-foot wide portion of Lot 58 thereof.

Said Easement is appurtenant to Parcel One.

Parcel Six:

The South 85 feet of that portion of Tract "A" of Skagit County Short Plat No. 13-84, approved May 6, 1985 and recorded May 7, 1985 as Auditor's File No. 8505070009, lying Easterly of the East line of the Westerlymost extension of Hendricks Place as delineated on said Short Plat, being a portion of Tract 10 "Plat of the Burlington Acreage Property" as per plat recorded in Volume 1 of Plats, Page 49, records of Skagit County, Washington.

Said Easement is appurtenant to Parcel One.