

When recorded return to:

River's Edge, A Washington State Limited Liability
Company
1003 Cleveland Ave., Suite A
Mount Vernon, WA 98273



201702280210

Skagit County Auditor
2/28/2017 Page

\$79.00
1 of 6 3:55PM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No. 620029718 MTSC-

DEED OF TRUST
(For use in the State of Washington Only)

THIS DEED OF TRUST, made this 27th day of February, 2017 between

River's Edge, A Washington State Limited Liability Company

as GRANTOR(S),

whose address is 1003 Cleveland Ave., Suite A, Mount Vernon, WA 98273

and CHICAGO TITLE INSURANCE COMPANY

P62713, P62693, P62736

as TRUSTEE,

whose address is 425 COMMERCIAL STREET MOUNT VERNON WA 98273 and

DPL INVESTMENTS LLC

as BENEFICIARY,

whose address is 20479 COMET LANE, MOUNT VERNON WA 98274

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Skagit County, Washington:

PARCEL A:

All that portion of Tracts 58 and 65 per PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the map thereof recorded in Volume 1 of Plats, page 49, records of Skagit County Washington, being more particularly described as follows:

Commencing at a point on the North line of said Section 663.20 feet Easterly from the Northwest corner which bears North 89 degrees 03'51" West thereof and at the projection of the West line of the East Half of said Tract 58, as shown on that certain Record of Survey recorded under Auditor's File No. 8710020014 (Map bearing N 89 degrees 58'35" E);

Thence South 1 degree 01'29" West 386.81 feet along the projection of said West line of the said East Half of said Tract 58 to the Northeast corner of that certain parcel conveyed to Dike District No. 12 as recorded under Auditor's File No. 268258 and also being on the West line of the East Half of said Tract 58 and being the True Point of Beginning;

Thence North 89 degrees 16'45" West along the North line of said Dike District No. 12 parcel 330.00 feet to the Northwest corner thereof;

Thence South 1 degree 01'29" West along the West line of Dike District No. 12 parcel 264.00 feet to the Southwest corner thereof and also being the South Line of said Tract 58 and furthermore being in common to the South line of that certain plat known as "RIO VISTA MEADOWS" as recorded under Auditor's File No. 200008210119;

Thence North 89 degrees 16'45" West along the shared plat line and Tract Line of 58 and 65 a distance of 304.18 feet to the East margin of Section Street;

Thence South 1 degree 06'33" West 50.00 feet to the South Line of that strip of land 50 feet wide off the North side of the West 10 acres of said Tract 65 and as conveyed to Dike District No. 12 under Auditor's File No. 67519;

Thence South 89 degrees 16'45" East along the South line of the North 50 feet of the before mentioned Dike District parcel 545.17 feet to the East line of the West 545.16 feet of said Tract 65;

DEED OF TRUST

(continued)

Thence South 1 degree 06'33" West 260.62 feet along the before-mentioned East Line;
Thence North 45 degrees 41'46" East 214.91 feet;
Thence North 41 degrees 57'42" East 163.74 feet;
Thence North 58 degrees 42'57" East 59.63 feet;
Thence North 61 degrees 07'49" East 478.12 feet to the east line of Tract 58, said point being 386.19 feet Southerly of the Northeast corner of said Tract 58;
Thence North 0 degrees 56'23" East along the East Line of said Tract 386.19 feet to the Northeast corner thereof;
Thence North 89 degrees 03'51" West 76.88 feet to a point that is 556.57 feet East of the Northwest corner of the East Half of said Tract 58;
Thence South 0 degrees 56'09" West 107.90 feet;
Thence North 89 degrees 03'51" West 265.52 feet;
Thence South 0 degrees 56'09" West 138.73 feet;
Thence South 61 degrees 08'01" West 220.91 feet;
Thence North 89 degrees 16'40" West 99.90 feet to the Northwest corner of that certain tract conveyed to Dike District No. 12 as recorded under Auditor's File No. 268258 and also being on the West line of the East Half of said Tract 58 and the true point of beginning.

(Also known as Lot A of Boundary Line Adjustment recorded under Auditor's File No. 201510230066 being a re-recording of 201510130001)

Situated in Skagit County, Washington.

PARCEL B:

All that portion of Tract 58 per PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the map thereof recorded in Volume 1 of Plats, page 49, records of Skagit County Washington, being more particularly described as follows:

Commencing at a point on the North line of said Section 663.20 feet Easterly from the Northwest corner which bears North 89 degrees 03'51" West thereof and at the projection of the West line of the East Half of said Tract 58, as shown on that certain Record of Survey recorded under Auditor's File No. 8710020014 (Map bearing N 89 degrees 58'35" E);
Thence South 1 degree 01'29" West feet along the projection of the West line of the East Half of said Tract 58, to the Northwest corner of that East Half of said Tract 58 and the True Point of Beginning;
Thence South 89 degree 03'61" East along the North Line of said Tract 58 and the South margin of Rio Vista Avenue 177.89 feet;
Thence South 0 degrees 56'09" West 107.90 feet;
Thence South 89 degrees 03'51" East 113.16 feet;
Thence South 0 degrees 56'09" West 138.73 feet;
Thence South 61 degrees 08'01" West 220.09 feet;
Thence North 89 degrees 16'40" West 99.90 feet to the Northwest corner of that certain tract conveyed to Dike District No. 12 as recorded under Auditor's File No. 268258 and also being on the West line of the East Half of said Tract 58;
Thence North 1 degree 01'29" East 356.81 feet along the West line of said East Half to true point of beginning.

(Also known as Lot B of Boundary Line Adjustment recorded under Auditor's File No. 201510230066 being a re-recording of 201510130001)

Situated in Skagit County, Washington.

PARCEL C:

All that portion of Tracts 58 and 65 per PLAT OF THE BURLINGTON ACREAGE PROPERTY, according to the map thereof recorded in Volume 1 of Plats, page 49, records of Skagit County Washington, being more particularly described as follows:

Commencing at a point on the North line of said Section 663.20 feet Easterly from the Northwest corner which bears North 89 degrees 03'51" West thereof and at the projection of the West line of the East Half of said Tract 58, as shown on that certain Record of Survey recorded under Auditor's File No. 8710020014 (Map bearing N 89 degrees 58'35" E);
Thence South 1 degree 01'29" West along the projection of the West line of the said East Half of said Tract and also being on the West Line of the East Half of said Tract 58 being 650.81 feet to a point on the South Line of said Tract 58;
Thence North 89 degrees 16'45" West along the common Tract Line 89.00 feet to the East Line of

DEED OF TRUST

(continued)

the West 545.16 feet of Tract 65;

Thence South 1 degree 06'33" West 310.62 feet to the True Point of Beginning;

Thence continuing South 1 degrees 06'33" West 340.60 feet to the South Line of said Tract 65;

Thence South 89 degrees 29'11" East a distance of 156.79 feet to the Northwest corner of that certain tract also conveyed to Skagit County Dike District No. 12. by Quit Claim Deed recorded under Auditor's File No. 797624, as said point shown on that certain Road of Survey recorded under Auditor's File No. 9004250019, said point also being the beginning of that certain controlling line of delineation, designated a parcel of land to be Annexed to the City of Burlington by Ordinance No. 1391 and recorded under Auditor's File No. 20010310018, here-in-after known as "Said Line";

Thence North 27 degrees 41'22" East along "Said Line" 310.00 feet being the projection of the Westerly line of the before-mentioned Dike District No. 12 tract recorded under Auditor's File No. 797624;

Thence North 41 degrees 21'09" East along "Said Line" 211.66 feet to a point on the West line of that certain Tract conveyed to Dike District No. 12 by Deed recorded under Auditor's File No. 528515;

Thence North 27 degrees 41'22" East along "Said Line" and the Westerly tract line of Auditor's File No. 528515 (being called North 27 degrees 16" East on previous Deed recorded under Auditor's File No. 528515) 239.70 feet to its intersection with the North Line of said Tract 65 and common to Tract 58, said point also lying North 89 degrees 16'45" West a distance of 183.64 feet from the Northeast corner of said Tract 65 and also, shown on that certain Record of Survey, recorded under Auditor's File No. 8807190077 and affirmed per Record of Survey recorded under Auditor's File No. 199912210063;

Thence South 89 degrees 16'45" East along said common tract line and "Said Line" 183.64 feet to the Northeast corner of Tract 65 in common to adjoining Tract 58 and the abutting platted road margin;

Thence North 0 degrees 56'20" East along said margin 232.24 feet to a point being 386.19 feet Southerly of the Northeast corner of said Tract 58;

Thence South 61 degrees 07'49" West 478.12 feet;

Thence South 58 degrees 42'57" West 59.63 feet;

Thence South 41 degrees 57'42" West 163.74 feet;

Thence South 45 degrees 41'46" West 214.91 feet to the true point of beginning.

(Also known as Lot D of Boundary Line Adjustment recorded under Auditor's File No. 201510230066 being a re-recording of 201510130001)

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P62713 / 3867-000-058-2409, P62693 / 3867-000-058-0601, P62736 / 3867-000-065-0024

which real property is not used principally for agricultural or farming 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 thereof.

This deed is for the purpose of securing performance of each agreement of Grantor(s) herein contained, and payment of the sum of No Dollars And No/100 Dollars (\$0.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor(s), and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor(s) covenant(s) and agree(s):

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon 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.

DEED OF TRUST

(continued)

3. To keep all buildings now or hereafter erected on the property described herein 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(s). The amount collected under any insurance policy may be applied upon any indebtedness hereby secured 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(s) 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 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 hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor(s) fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.
7. **NO FURTHER ENCUMBRANCES:** (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary.). As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of a Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

x *OR*
x *PW* x *TH* x *TW*

Grantor initials

x *DL*

Beneficiary initials

IT IS MUTUALLY AGREED THAT:

1. 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 hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby 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.
3. 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(s) and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor(s) in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. 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.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor(s) had or had the power to convey at the time of his/her/their execution of this Deed of Trust, and such as he/she/they 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 encumbrancers for value.

DEED OF TRUST
(continued)

6. 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.
7. In the event of the death, incapacity, disability, or resignation of Trustee, 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(s), Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. 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.

River's Edge, A Washington Limited Liability Company

By:

David Lindsey

By: DPL Investments, LLC

By:

David Lindsey

David Lindsey Managing Member

By: PLLT LLC

By:

Paul Woodmansee

Paul Woodmansee Member

By:

Tim Woodmansee

Tim Woodmansee Member

By:

LeAnn Woodmansee

LeAnn Woodmansee, Member

By:

Alexandria Woodmansee

Alexandria Woodmansee, Member

State of Wash

County of Skasit

I certify that I know or have satisfactory evidence that David Lindsey Managing Member of DPL Investments LLC AND Paul Woodmansee, Tim Woodmansee, LeAnn Woodmansee + Alexandria Woodmansee is/are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as members of River's Edge, A Washington State Limited Liability Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 02-27-17

* members of
PLLT LLC

Name: Tracy J. [Signature]

Notary Public in and for the State of WASH

Residing at: Arles St

My appointment expires: 1-19-19

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.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

	_____ Signature	_____ Date
By:	_____ Print Name	
Its:	_____ Print Title	