


RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Stoll Berne
209 SW Oak Street, Suite 500
Portland, OR 97204
Attn: David A. Lokting


201903040088
03/04/2019 02:13 PM Pages: 1 of 9 Fees: \$107.00
Skagit County Auditor

Grantor: HP Burlington Partners, LLC, a Washington limited liability company
Grantee: RF Burlington LLC, an Oregon limited liability company

Abbreviated Legal Description: Ptn Lots 4-5, Blk 136, First Addition to Burlington, Vol. 3, Pg. 11
Tax Account No.: P109418/4077-136-005-0100

Assessor's Tax Parcel No.: P109418/4077-136-005-0100
P72259/4077-136-002-0000

Dated as of March 1, 2019

CHICAGO TITLE
U20037025

SPECIAL WARRANTY DEED

HP Burlington Partners, LLC, a Washington limited liability company ("**Grantor**"), for and in consideration of \$10.00 and other good and valuable consideration, in hand paid, conveys to **RF Burlington LLC**, an Oregon limited liability company ("**Grantee**"), an undivided 50.40% interest in the certain real estate and Grantor's rights and interests in and to the buildings, improvements and structures on the real estate, situated in the County of Skagit, State of Washington, described on Exhibit A attached hereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to all matters and encumbrances described on Exhibit B attached hereto (hereinafter referred to collectively as the "**Permitted Exceptions**").

Grantor declares that this conveyance is freely and fairly made, that this is an absolute conveyance (and not a conveyance for security purposes), and that there are no agreements, oral or written, between Grantor and Grantee with respect to the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

[Signature Follows This Page]


1 – Special Warranty Deed

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2019761
MAR 04 2019
Amount Paid \$5
Skagit Co. Treasurer
By *MLM* Deputy

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

“GRANTOR”

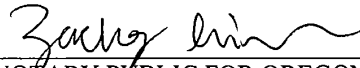
HP BURLINGTON PARTNERS, LLC,
a Washington limited liability company

By: 
Gregory A. Roderick, Manager

STATE OF OREGON)
) ss.
County of Washington)

On this 06 day of February, 2019 before me personally appeared Gregory A. Roderick, known to me to be the Manager of HP Burlington Partners, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the limited liability company without seal.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.


NOTARY PUBLIC FOR OREGON
My commission expires: June 24, 2022

Residing at:
7400 SW Bridgeport Rd. #105
Portland, OR 97224



**Exhibit A
Legal Description**

PARCEL A:

The West 240.00 feet of Lots 4 and 5, Block 136, FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH., according to the plat thereof, recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington;

(Also shown as Parcel B of Survey recorded December 4, 1992, in Volume 13 of Surveys, page 147, under Auditor's File No. 9212040024, records of Skagit County, Washington);

TOGETHER WITH the East 20 feet of the West 260 feet of the North 60 feet of Lot 5, Block 136, First Addition to Burlington, Skagit Co., Wash, according to the plat thereof, recorded in Volume 3 of Plats, page 11, records of Skagit County, Washington.

Situated in Skagit County, Washington

PARCEL B:

An easement as disclosed in Declaration of Easement recorded August 14, 2006, under Auditor's File No. 200608140224, records of Skagit County, Washington, as appurtenant to Parcels A & C, except any portion lying within Parcels A & C

Situated in Skagit County, Washington

PARCEL C:

THE WEST 145 FEET OF THE SOUTH 60 FEET OF THE NORTH 70 FEET OF LOT 2, BLOCK 136, FIRST ADDITION TO BURLINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH 10 FEET OF THE WEST 120 FEET OF LOT 2, BLOCK 136, FIRST ADDITION TO BURLINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON;

ALSO TOGETHER WITH THAT PORTION OF LOT 2, BLOCK 136, FIRST ADDITION TO BURLINGTON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 11, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF SAID BLOCK 136;
THENCE EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 223 FEET TO THE NORTHWEST CORNER OF A TRACT CONVEYED TO L.J. SOMMER BY DEED RECORDED DECEMBER 9, 1946, UNDER AUDITOR'S FILE NO. 398847;
THENCE SOUTH ALONG THE WEST LINE OF SAID SOMMER TRACT TO THE SOUTH LINE OF SAID LOT 3, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT CONVEYED TO BELLE BRENDLE BY DEED RECORDED MARCH 5, 1946, UNDER RECORDING NO. 389077;
THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND THE NORTH LINE OF SAID BRENDLE TRACT, A DISTANCE OF 78 FEET TO THE NORTHWEST CORNER OF SAID BRENDLE TRACT AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH ALONG THE WEST LINE OF SAID BRENDE TRACT A DISTANCE OF 10 FEET TO THE NORTHEAST CORNER OF A TRACT CONVEYED TO HENRY G. REINERT, BY DEED RECORDED SEPTEMBER 9, 1946, UNDER RECORDING NO. 395792;
THENCE WEST ALONG THE NORTH LINE OF SAID REINERT TRACT, A DISTANCE OF 25 FEET TO THE SOUTHEAST CORNER OF A TRACT CONVEYED TO SAID HENRY REINERT BY DEED RECORDED MARCH 28, 1949, UNDER RECORDING NO. 429473, SAID POINT BEING 120 FEET EAST OF THE WEST LINE OF LOT 2 OF SAID BLOCK 136;
THENCE NORTH ALONG THE EAST LINE OF THE SECOND REFERRED TO REINERT TRACT TO THE NORTH LINE OF SAID LOT 2;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT COUNTY, STATE OF WASHINGTON.

PARCEL D:

AN EASEMENT AS DISCLOSED IN DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS, RECORDED UNDER AUDITOR'S FILE NO., 200302060063, RECORDS OF SKAGIT COUNTY, WASHINGTON, AS APPURTENANT TO PARCEL C, ABOVE, EXCEPT ANY PORTION LYING WITHIN PARCEL C.

SITUATE IN SKAGIT COUNTY, WASHINGTON

Exhibit B**Permitted Exceptions**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose:	Ingress, egress and utilities
Recording Date:	April 1, 1992
Recording No.:	9204010062
Affects:	Portion of said premises as described therein

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 9212040024

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Puget Sound Power & Light Company
Purpose:	Electric transmission and/or distribution line
Recording Date:	September 16, 1993
Recording No.:	9309160112
Affects:	Portion of said premises as described therein

4. Covenant to bear equal share of the cost of construction, maintenance or repair of easement for which was granted over other lands, by instrument recorded under Recording No. 9610240056.

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Commonwealth Limited Partnership
Purpose:	Ingress, egress, parking and utilities
Recording Date:	October 24, 1996
Recording No.:	9610240057
Affects:	Portion of said premises as described therein

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Public Utility District No. 1 of Skagit County
Purpose:	Water line(s)
Recording Date:	December 20, 1996
Recording No.:	9612200070
Affects:	Portion of said premises as described therein

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Reserved by: Homeplace at Burlington L.L.C., a Washington limited liability company
Purpose: Ingress, egress and utilities
Recording Date: August 24, 2006
Recording No.: 200608240141
Affects: Portion of said premises as described therein
8. Declaration of Easement, with Provisions for Maintenance and the terms and conditions thereof:
- Between: Commonwealth Limited Partnership, a Washington limited partnership
And: HomePlace at Burlington LLC, a Washington limited liability company
And: Skagit Adult Day Care, a Washington non-profit corporation
Recording Date: August 14, 2006
Recording No.: 200608140224
9. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:
- Recording No: 200611160060
10. The property may be subject to the Skagit County Right-to-Manage Natural Resource Lands Disclosure, Skagit County Code Section 14.38, which states:
- "This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County. A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.
- In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands."
11. Assessments, if any, levied by City of Burlington.
12. City, county or local improvement district assessments, if any.

13. A deed of trust, assignment of rents and security agreement to secure an indebtedness in the amount shown below,

Amount: \$5,214,300.00
Dated: August 16, 2010
Trustor/Grantor: HP Burlington Partners, LLC
Trustee: First American Title Insurance Company
Beneficiary: Red Mortgage Capital, LLC
Recording Date: August 16, 2010
Recording No.: 201008160143
Affects: Said premises and other property

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Fannie Mae
Recording Date: August 16, 2010
Recording No.: 201008160144

14. A financing statement as follows:

Debtor: HP Burlington Partners, LLC
Secured Party: Fannie Mae
Recording Date: August 16, 2010
Recording No.: 201008160145
Affects: Said premises and other property

A change to the above financing statement was filed

Nature of Change: continuation
Recording Date: April 9, 2015
Recording No.: 201504090030

15. A financing statement as follows:

Debtor: Frontier Management, LLC
Secured Party: Fannie Mae
Recording Date: August 16, 2010
Recording No.: 201008160146
Affects: Said premises and other property

A change to the above financing statement was filed

Nature of Change: continuation
Recording Date: April 9, 2015
Recording No.: 201504090031

16. Any interest of the borrower(s), as disclosed by their execution of the deed of trust referenced below. At the date of said deed of trust, said borrower(s) had no apparent record interest in said Land, nor have the borrower(s) subsequently acquired a record interest.

Amount: \$7,904,500.00

Dated: August 16, 2010
 Trustor/Grantor: HP Heart Partners, LLC
 Trustee: First American Title Insurance Company
 Beneficiary: Red Mortgage Capital, LLC
 Recording Date: August 16, 2010
 Recording No.: 201008160147
 Affects: Said premises and other property

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Fannie Mae
 Recording Date: August 16, 2010
 Recording No.: 201008160148

17. Subordination, Assignment and Security Agreement and the terms and conditions thereof

Recording Date: January 1, 2000
 Recording No.: 201008170028
 Affects: Said premises and other property

18. Rights of tenants under the Leases affecting the real property, as tenants only, without any rights of first refusal to purchase or options to purchase.

19. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 9906110098

Affects: Parcel C

20. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: February 6, 2003
 Recording No.: 200302060063
 Affects: Parcel C

21. Declaration of Easements, with provisions for maintenance and the terms and conditions thereof:

Recording Date: August 14, 2006
 Recording No.: 200608140224

Affects: Parcel C

22. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 200611160060

Affects: Parcel C

23. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Job No.: #19-3357-SITE #001

Dated: February 6, 2019

Last Revised: February 13, 2019

Prepared by: CreSurveys

Matters shown:

1. Fence, appurtenant to the southerly adjoiner, encroaches onto the Land by as much as 0.32 feet in the Southeasterly corner.
2. Fence, appurtenant to the insured Land, is constructed as much as 2.49 feet Southerly of the north boundary of the land.
3. Right, title and interested of those parties in possession of that portion of the Land lying between said fences as constructed and the boundaries of the Land as described in Schedule A