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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

03/04/2019 02:13 PM Pages: 1 of 8 Fees: \$106.00
Skagit County Auditor

Sidley Austin LLP
One South Dearborn
Chicago, IL 60603
Attn: Elizabeth K. McCloy

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2019763

MAR 04 2019

Amount Paid \$0
Skagit Co. Treasurer
By *flam* Deputy

Grantor: RF Burlington LLC, an Oregon limited liability company

Grantee: WELL Frontier Landlord LLC, a Delaware 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

P72259 / 4077-136-002-0000

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

Dated as of March 1, 2019

CHICAGO TITLE

020037025

SPECIAL WARRANTY DEED

RF Burlington LLC, an Oregon limited liability company ("Grantor"), for good and valuable consideration, in hand paid, conveys to WELL Frontier Landlord LLC, a Delaware limited liability company ("Grantee"), an undivided 64.98% interest in Grantor's undivided 50.4% 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"). For the avoidance of doubt, Grantor's interest in the Property is currently an undivided 50.4% and by this Special Warranty Deed Grantor is conveying an undivided 64.98% interest in Grantor's undivided interest in 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.

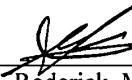
TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the title to 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]

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

"GRANTOR"

RF BURLINGTON LLC,
an Oregon limited liability company

By: 
Gregory A. Roderick, Manager

STATE OF OREGON)
) ss.
County of Washington)

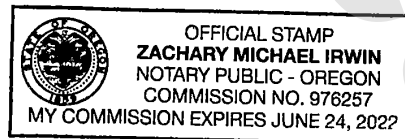
On this 26 day of February, 2019 before me personally appeared Gregory A. Roderick, known to me to be the Manager of RF Burlington LLC, the Oregon limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 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:

7420 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 BRENDEL 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. Assessments, if any, levied by City of Burlington.
11. City, county or local improvement district assessments, if any.
12. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):
- | | |
|------------------------------|----------------------------|
| Year: | 2019 |
| Tax Account No.: | P109418/ 4077-136-005-0100 |
| Levy Code: | 0905 |
| Assessed Value-Land: | \$528,400.00 |
| Assessed Value-Improvements: | \$1,660,400.00 |
| General and Special Taxes: | |
| Billed: | \$22,594.17 |
| Paid: | \$11,297.13 |
| Unpaid: | \$11,297.04 |
| Affects: | Parcel A |

12. 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.

13. 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

14. 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

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

Recording Date: August 14, 2006

Recording No.: 200608140224

Affects: Parcel C

16. 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

17. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2019

Tax Account No.: P72259 / 4077-136-002-0000

Levy Code: 0905

Assessed Value-Land: \$120,800.00

Assessed Value-Improvements: \$411,900.00

General and Special Taxes:

Billed: \$5,498.85

Paid: \$2,749.47

Unpaid: \$2,749.38

Affects: Parcel C:

A lien due and payable on or before 31 October, 2019

18. 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 28, 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