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STEWART TITLE - VANCOUVER MAIN

SIMPLIFILE LC E-RECORDING

eRecorded in Clark County, WA

WHEN RECORDED RETURN TO:

Green Mountain Land LLC
17933 NW Evergreen Parkway, Ste. 300
Beaverton, OR 97006

Escrow Number:

Filed for Record at Request of: Stewart Title Company

DEED OF TRUST

(For use in the State of Washington only)

THIS DEED OF TRUST, made this between Green Mountain Land LLC, as GRANTOR, whose address is 17933 NW Evergreen Parkway, Ste. 300, Beaverton, OR 97006, and Stewart Title Company, as TRUSTEE, whose address is 210 E 13th St. #200, Vancouver, WA 98660 and the City of Camas, as BENEFICIARY, whose address is 616 NE 4th Avenue, Camas, WA 98607.

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 Washington County, Washington:

See Legal Description attached hereto as Exhibit "A"

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

Tax Parcel Number(s): 986037-367, 173178000

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 of Trust is for the purpose of securing performance of each agreement of Grantor(s) contained in this Deed of Trust, and payment of the sum of Two Million One Hundred Twenty-Eight Thousand Five hundred Forty Two and 00/100 (\$2,128,542.00) with interest, in accordance with the terms of a Sanitary Sewer Development Agreement dated February 5, 2016, payable to Beneficiary or order, and made by Grantor.

DUE DATE: The date of maturity of the debt secured by this instrument is the date upon which the final installment of said Sanitary Sewer Development Agreement becomes due and payable.

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; 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 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.
4. 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.
5. 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.

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 by this Deed of Trust, shall be paid to Beneficiary to be applied to said obligation.
2. 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.
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 by this Deed of Trust or in the performance of any agreement contained in this Deed of Trust, the default provisions of the Sanitary Sewer Development Agreement shall apply. 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 all right title and interest in the real and personal property which Grantor(s) had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor(s) 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.
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 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(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.
9. ADDITIONAL TERMS AND CONDITIONS: (check one)
 - a. ☒ None
 - b. ☐ As set forth on the attached Exhibit _____ which is incorporated by this reference.
(Note: If neither "a" or "b" is checked, then option "a" applies.)

Dated: February 5, 2016

Green Mountain Land LLC

By: 
John O'Neil, Manager

LPB 22A-05(i) rev 4/2014
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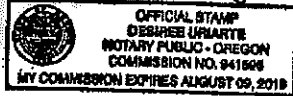
State of Oregon

ss.

County of
Washington

I certify that I know or have satisfactory evidence that John O'Neil is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/ her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 5, 2016



Dull
Notary name printed or typed: Desiree Uriarte
Notary Public in and for the State of OR
Residing at Beaverton
My appointment expires: Aug. 9, 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: _____

EXHIBIT A

**LEGAL DESCRIPTION FOR GREEN MOUNTAIN LAND LLC
INITIALLY LIENED PROPERTY**

December 18, 2015

A parcel of land in the Thomas J. Fletcher Donation Land Claim No. 51 and the East half of Section 20, and the West half of Section 21 all in Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South 88° 40' 59" East, along the North line of the Northwest quarter of said Section 21, a distance of 830.93 feet to the East line of the Thomas J. Fletcher Donation Land Claim No. 51;

THENCE South 01° 13' 25" West, along said East line, a distance of 1315.09 feet to the North line of the South half of said Northwest quarter;

THENCE South 88° 42' 01" East, along said North line, a distance of 180.00 feet to the TRUE POINT OF BEGINNING; "

THENCE South 01° 17' 59" West, leaving said North line, a distance of 214.50 feet;

THENCE South 43° 42' 01" East, a distance of 97.00 feet;

THENCE South 46° 17' 59" West, a distance of 217.43 feet;

THENCE North 43° 42' 01" West, a distance of 217.20 feet;

THENCE North 01° 17' 59" East, a distance of 209.50 feet;

THENCE North 44° 04' 38" West, a distance of 10.00 feet;

THENCE South 45° 55' 22" West, a distance of 18.00 feet;



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THENCE North 44° 04' 38" West, a distance of 45.00 feet;

THENCE South 45° 55' 22" West, a distance of 25.00 feet;

THENCE North 44° 04' 38" West, a distance of 293.00 feet;

THENCE South 64° 48' 03" West, a distance of 119.90 feet to a point of a 325.00 foot radius curve to the left;

THENCE along said 325.00 foot radius curve to the left (the long chord of which bears South 50° 35' 01" West, a distance of 159.64 feet), an arc distance of 161.29 feet;

THENCE South 36° 21' 59" West, a distance of 152.00 feet;

THENCE South 53° 38' 01" East, a distance of 82.00 feet;

THENCE South 36° 21' 59" West, a distance of 60.08 feet to a point on a 25.00 foot radius non-tangent curve to the left;

THENCE along said 25.00 foot radius non-tangent curve to the left (the long chord of which bears South 79° 04' 29" West, a distance of 33.91 feet), an arc distance of 37.27 feet;

THENCE South 36° 21' 59" West, a distance of 10.37 feet to a point on a 226.00 foot radius curve to the right;

THENCE along said 226.00 foot radius curve to the right (the long chord of which bears South 40° 24' 28" West, a distance of 31.86 feet), an arc distance of 31.88 feet;

THENCE South 44° 26' 57" West, a distance of 116.20 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 radius curve to the left (the long chord of which bears South 10° 50' 12" West, a distance of 27.68 feet), an arc distance of 29.33 feet;

THENCE South 52° 11' 03" West, a distance of 52.78 feet to a point on a 174.00 foot radius non-tangent curve to the left;

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THENCE along said 174.00 foot radius non-tangent curve to the left (the long chord of which bears North 41° 41' 00" West, a distance of 23.47 feet), an arc distance of 23.49 feet;

THENCE North 45° 33' 03" West, a distance of 41.94 feet;

THENCE South 56° 38' 34" West, a distance of 154.02 feet;

THENCE North 33° 21' 26" West, a distance of 10.00 feet;

THENCE South 56° 38' 34" West, a distance of 384.01 feet to the Northeasterly right-of-way line of Northeast Ingle Road as conveyed to Clark County by deed recorded under Auditor's File Number 4217481 D, said point being 30.00 from, when measured perpendicular to, the centerline of said Road;

THENCE South 33° 35' 50" East, along said right-of-way line, a distance of 334.36 feet;

THENCE North 56° 24' 10" East, leaving said right-of-way line, a distance of 337.32 feet;

THENCE South 33° 35' 50" East, a distance of 116.84 feet;

THENCE North 60° 11' 05" East, a distance of 517.11 feet;

THENCE South 18° 43' 16" East, a distance of 40.08 feet to a point on a 180.00 foot radius curve to the left;

THENCE along said 180.00 foot radius curve to the left (the long chord of which bears South 44° 53' 37" East, a distance of 158.79 feet), an arc distance of 164.45 feet to a point of compound curvature with a 330.00 foot radius curve to the left;

THENCE along said 330.00 foot radius curve to the left (the long chord of which bears North 83° 01' 06" East, a distance of 288.45 feet), an arc distance of 298.52 feet;

THENCE North 57° 06' 11" East, a distance of 219.78 feet;

THENCE South 44° 04' 38" East, a distance of 645.44 feet;

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THENCE South $01^{\circ} 37' 56''$ West, a distance of 296.43 feet to a point on the centerline of Northeast Goodwin Road, said point being a point on a 955.00 foot radius non-tangent curve to the right;

THENCE along said centerline, and along 955.00 foot radius non-tangent curve to the right (the long chord of which bears North $88^{\circ} 56' 49''$ East, a distance of 77.84 feet), an arc distance of 77.87 feet to a point on the South line of said Northwest quarter;

THENCE South $88^{\circ} 43' 02''$ East, along said South line, a distance of 987.61 feet to the Southeast corner of said Northwest quarter;

THENCE North $01^{\circ} 27' 15''$ East, along the East line of said Northwest quarter, a distance of 1314.56 feet to the North line of the South half of said Northwest quarter;

THENCE North $88^{\circ} 42' 01''$ West, along said North line, a distance of 1620.91 feet to the TRUE POINT OF BEGINNING.

Contains 58.64 Acres, more or less.



12/18/75

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