



201112220141

Skagit County Auditor

WHEN RECORDED RETURN TO:

12/22/2011 Page 1 of 5 3:28PM

City of Mount Vernon
Finance Department
910 Cleveland Avenue
Mount Vernon, WA 98273

DOCUMENT TITLE(S):
Restrictive Covenant

LAND TITLE OF SKAGIT COUNTY

133943-8c

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

NWCC INVESTMENTS, IX, LLC, a Washington limited liability company

GRANTEE:

City of Mount Vernon

ABBREVIATED LEGAL DESCRIPTION:

Ptn Lot 10, Mount Vernon Acreage.

TAX PARCEL NUMBER(S):

3746-000-010-0407, P53850

EXHIBIT 3.
Restrictive Covenant

After Recording Return to:
Kevin Rogerson
City Attorney's Office
City of Mount Vernon
PO Box 809
910 Cleveland Avenue
Mount Vernon, WA 98273

Restrictive Covenant

Grantor: NWCC INVESTMENTS IX, LLC.
Grantee: CITY OF MOUNT VERNON
Legal: See Exhibit A
Tax Parcel Nos.: P53850

Grantor, NWCC INVESTMENTS IX, LLC, a Washington limited liability company hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights described under this restrictive covenant (hereafter "Covenant") made this day *10th* of *June 2010* in favor of the City of Mount Vernon and its successors and assigns (City). The City shall have full right of enforcement of the rights conveyed under this Covenant.

The undersigned Grantor is the fee owner of real property (hereafter "Property") in the County of Skagit, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit A of this Covenant (and made a part hereof by reference).

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies and further stipulates that such declarations shall constitute covenants that run with the land, touch and concern the land, relate to the use and enjoyment of the land, benefit identifiable lands including the Property and lands in which the City has an interest including adjacent public rights of way, all lands in which the City has an interest in either a proprietary or government role, that such covenants shall be binding and enforceable on all parties and all persons claiming rights or subject to the provisions under them, including all current and future owners of any portion of the Property (hereafter "Owner") and that such covenants shall constitute a promise concerning the use of the Grantor to the City and its successors in which the City and its successor shall rely on to its benefit.

Section 1. Any activity on the Property including development or any use that may result in the Property being used for office use is prohibited without prior written approval from the City.

Section 2. "Office use" shall mean a place of employment providing services other than production, distribution or sale or repair of goods or commodities. The following is a nonexclusive list of office uses: medical, dental or other health care; veterinary, accounting,



architectural, engineering, consulting or other similar professional services; management, administrative, secretarial, marketing, advertising, personnel or other similar personnel services; sales offices where no inventories or limited goods are available on the premises, real estate, insurance, travel agent, brokerage or other similar services.

Section 3. The Owner must restrict leases to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

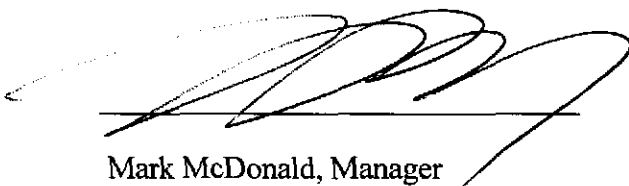
Section 4. The Owner must notify and obtain approval from the City prior to any use of the Property that is inconsistent with the terms of this Covenant.

Section 5. The Owner shall allow authorized representatives of the City the right to enter the Property at reasonable times to determine compliance with this Covenant, and to inspect records related compliance with this Covenant and hereby waive all rights or claims against the City for such entry.

Section 6. The City shall be entitled to all remedies to enforce the Covenant provided by law and equity including but not limited to injunctive relief. In the event of litigation relating to the subject matter of this Covenant, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom. Failure by the City to require performance of any provision of this Covenant shall not affect the City's right to require performance at any time thereafter, nor shall constitute a waiver of any rights granted by this Covenant nor does failure to enforce any subsequent breach or default constitute a waiver by the City of any provision.

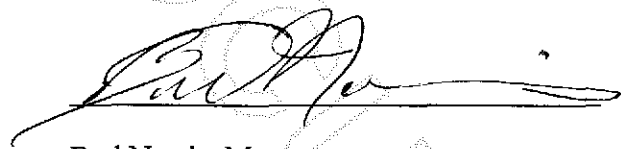
**NWCC INVESTMENTS IX, LLC
WASHINGTON**

CITY OF MOUNT VERNON,



Mark McDonald, Manager

Dated: 6/7, 2010



Bud Norris, Mayor

Dated: 6/10, 2010



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COUNTY SKAGIT)
) ss
STATE OF WASHINGTON)

On this 7 day of June, 2010, before me appeared MARK MACDONALD, to me known to be the individuals who executed the within instrument, and acknowledged that he is the Manager of the limited liability company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Joanna Barnhart
NOTARY PUBLIC in and for the State
of Washington residing at Wattle
My commission expires Apr 20, 2011



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Exhibit "A"
Legal Description

Description for Restrictive Covenant for Parcel No. P-53850

The West 120 feet of Tract 10, "Plat of Mount Vernon Acreage, Skagit County, Wash.", as per plat recorded in Volume 3 of Plats, page 102, records of Skagit County, Washington.

EXCEPT the South 10 feet thereof conveyed to the City of Mount Vernon by Auditor's File No. 816622;

AND ALSO EXCEPT that portion conveyed to the City of Mount Vernon for road right-of-way recorded under Skagit County Auditor's File No. 200902020157, which lies Southerly and Westerly of the following described line:

Commencing at the Southwest corner of the Northwest 1/4 (West 1/4 corner) of Section 17, Township 34 North, Range 4 East, W.M.;
thence South 87°37'00" East along the South line of said Northwest 1/4 for a distance of 275.04 feet;
thence North 0°40'15" West for a distance of 30.00 feet, more or less, to the Southeast corner of Tract B Short Plat No. MV-26-76, approved September 10, 1976 and recorded September 23, 1976 in Volume 1 of Short Plats, page 175 under Auditor's File No. 843161;
thence continue North 0°40'15" West along the East line of said Short Plat N0. MV-26-76 for a distance of 10.00 feet, more or less, to the North line of the South 40.00 feet of said Northwest 1/4 and being the TRUE POINT OF BEGINNING of said line description;
thence North 74°32'14" West for a distance of 29.71 feet,
thence North 88°30'23" West for a distance of 158.19 feet;
thence North 44°36'10" West for a distance of 47.07 feet;
thence North 2°57'41" West for a distance of 75.83 feet;
thence North 2°57'41" West for a distance of 92.27 feet;
thence North 0°40'15" West for a distance of 37.19 feet;
thence North 89°19'45" East for a distance of 2.00 feet;
thence North 0°40'15" West for a distance of 17.65 feet;
thence North 2°51'58" West for a distance of 241.29 feet;
thence North 89°19'45" East for a distance of 2.00 feet;
thence North 2°51'58" West for a distance of 129.48 feet, more or less, to the North line of Tract 6, "PLAT OF MOUNT VERNON ACREAGE, SKAGIT COUNTY, WASH.", as per plat recorded in Volume 3 of Plats, page 102 records of Skagit County, Washington, at a point bearing North 89°19'45" East a distance of 8.80 feet from the Northwest corner of said Tract 6 and being the terminus of said line description.

AND ALSO SUBECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the City of Mount Vernon, County of Skagit, State of Washington.

Containing 9,973 square feet



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