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Land Title and Escrow of Skagit & Island County  
3010 Commercial Avenue  
Anacortes, WA 98221



**202104200059**

04/20/2021 09:22 AM Pages: 1 of 8 Fees: \$108.50  
Skagit County Auditor

**Land Title and Escrow No. 01-171958-OE**

The information contained in this boxed section is for recording purposes only pursuant to RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

<b>Document Title:</b>	<b>RESTRICTIVE COVENANT</b>
<b>Grantor:</b>	<b>Town of La Conner, a Washington municipal corporation</b>
<b>Grantee:</b>	<b>Public</b>
<b>Abbreviated Legal:</b>	<b>Ptn. Lot 2 and Lots 3-4, Blk 24, Syndicate Add. To Town of La Conner</b>
<b>Complete Legal:</b>	<b>Exhibit A</b>
<b>Parcel Numbers:</b>	<b>Ptn of P112748; P74406; P74407</b>
<b>Reference Number(s) of Documents Affected:</b>	<b>N/A</b>

### **RESTRICTIVE COVENANT**

The Town of La Conner, a Washington municipal corporation (“Grantor”) hereby grants, conveys, warrants, and dedicates to the public a restrictive covenant, in accordance with the terms and conditions set forth herein, restricting the use of the real property legally described in **Exhibit A**, which by this reference is incorporated herein (“Protected Property”). The covenants restricting and limiting the use of the Protected Property shall be collectively referred to herein as (“Restrictive Covenant”).

### **RECITALS**

A. The use of the Protected Property shall be restricted, limited, and used in perpetuity as provided for in this Restrictive Covenant.

B. Part of the consideration for the sale of the Protected Property to Grantor was that the Protected Property shall be restricted as provided for herein.

NOW, THEREFORE, the Grantor makes the following declarations with respect to the Protected Property:

## RESTRICTIVE COVENANT

1. Recitals. The Recitals set forth above are incorporated herein as facts.
2. Restrictions Applicable to the Protected Property. The following restrictions of the Protected Property shall apply to Grantor on behalf of itself and all owners, tenants, grantees, users, and all others having any interest in the Protected Property, together with each of their respective successors and assigns:
  - a. the Protected Property shall be used in perpetuity only for open space and/or for recreational activities open and available to the community and the public. All other uses shall be prohibited;
  - b. the Restrictive Covenant shall be included in all deeds, leases, easements, assignments, and all other instruments conveying, leasing, assigning, granting, or in any way relating to any interest in the Protected Property whatsoever. Such instruments shall expressly state on their face the Restrictive Covenant shall run with the land, be binding upon all owners, tenants, grantees, users, and all others having any interest in the Protected Property together with all of their respective successors and assigns;
  - c. the Restrictive Covenant restricting the use of the Protected Property for open and/or recreational space for use by the community and the public shall continue in perpetuity; and
  - d. the Protected Property shall be comprised of no less than 24,000 contiguous square feet.

The above restrictions are collectively referred to herein as "Restrictive Covenant."

3. General Provisions. The following general provisions shall apply with respect to this Restrictive Covenant:
  - 3.1 Running Covenants; Binding on Successors and Assigns; No Waiver. This Restrictive Covenant is, and in all events shall relate to the Protected Property and shall be deemed to be covenants, restrictions, and conditions running with the land and shall inure to, and be binding upon, all owners, tenants, grantees, users, and all others having any interest in the Protected Property together with all of their respective successors and assigns.
  - 3.2 Entire Restrictive Covenant; Modifications. This Restrictive Covenant represents the restrictions, covenants, and use with respect to the Protected Property and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Restrictive Covenant. Neither this Restrictive Covenant nor any provision in this Restrictive Covenant may be waived, modified, amended, discharged, or

terminated.

3.3 Severability and Interpretation. Invalidation of any one of the covenants or restrictions contained in this Restrictive Covenant by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. The provisions of this Restrictive Covenant shall be liberally construed to effectuate its purpose, restricting certain uses of the Protected Property and fully preserving its use only for recreational activities and/or open space, fully open and available to the public.

3.4 Applicable Law. This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that the courts of Skagit County shall be the venue of any suit or proceeding brought with respect to this Restrictive Covenant.

*[Signatures on following page]*



**EXHIBIT A  
PROTECTED PROPERTY**

PORTIONS OF LOT 2 AND LOTS 3 AND 4, BLOCK 24, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE CENTERLINE OF MAPLE STREET AND LAUREL STREET;

THENCE SOUTH 60°04'00" EAST ON THE PROJECTION OF SAID LAUREL STREET FOR A DISTANCE OF 30.00 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID MAPLE STREET;

THENCE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF MAPLE STREET FOR A DISTANCE OF 75.04 FEET TO THE WESTERLY MOST CORNER OF LOT 2, BLOCK 25 SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 280.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE NORTH 29°56'00" EAST ALONG SAID SOUTHEASTERLY MARGIN FOR A DISTANCE OF 120.14 FEET TO THE NORTHERLY MOST CORNER OF LOT 4, BLOCK 24, SAID "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 109, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 60°04'00" EAST ALONG THE NORTHERLY LINE

OF SAID LOT 4, BLOCK 24 FOR A DISTANCE OF 200.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4, BLOCK 24;

THENCE SOUTH 29°56'00" WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 4, BLOCK 24 OR THE SOUTHEASTERLY LINE EXTENDED FOR A DISTANCE OF 120.14 FEET TO A POINT BEARING SOUTH 60°04'00" EAST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 60°04'00" WEST FOR A DISTANCE OF 200.00 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, LIENS, LEASES, COURT CAUSES AND OTHER INSTRUMENTS OF RECORD.

SITUATE IN THE TOWN OF LA CONNER, COUNTY OF SKAGIT, STATE OF WASHINGTON.

CONTAINING 24,028 SQ FT, 0.55 ACRES