

Return To:

North Bend City Hall
City Clerk
P.O. Box 896
North Bend, WA 98045

Grantor(s): Mount Si Senior Center, a 501(c) non profit corporation and Washington Public Benefit Corporation

Grantee: City of North Bend, a municipal corporation

Abbreviated Legal Description of Property: Lots 8-11, Block 6, Stow-Healy Addition to North Bend Washington

Additional Legal(s) on: Exhibit A

Assessor's Tax Parcel ID#: 8036200215

Related Documents:

RESTRICTIVE COVENANTS

Mount Si Senior Center, a 501(c)(3) corporation and Washington Public Benefit Corporation (“Grantor”) is the owner of real property legally described in **Exhibit A** attached and incorporated hereto (“Grantor’s Property”). The City of North Bend, a municipal corporation (“City”) is a non-charter, optional code city incorporated within the State of Washington.

In consideration for vacation of an alley on Grantor’s property as provided by Ordinance No. ___ and Quit Claim Deed Recording No. _____, Grantor agrees to the following Restrictive Covenants burdening Grantor’s Property.

1. Use Restrictions. Grantor may use Grantor’s Property for the sole purpose of providing housing for low-income senior citizens. Should the proposed use of Grantor’s Property change, Grantor must give the City notice of such change at least thirty (30) days before such anticipated change in use. In such event that the use of Grantor’s Property changes, whether or not Grantor has provided the City notice of same, Grantor or its successor and/or

assigns, shall pay to the City fair market value for the portion of alley vacated according to Ordinance No. _____.

2. Notice. Any notice or approval required to be given by one party to the other under the provisions of this Restrictive Covenant shall be effective upon personal delivery to the other party, or after three (3) business days from the date that the notice or approval is mailed to the current address on record of each Party. The parties shall promptly notify each other of any change of address.

3. Attorneys' Fees. In the event of litigation between or among the parties hereto, declaratory or otherwise, in connection with or arising out of this Restrictive Covenant, the prevailing party shall recover from the non-prevailing party all costs, including reasonable attorneys' fees, paralegals' fees and other professional or consultants' fees expended or incurred in connection therewith, as set by the court, including for appeals, which shall be determined and fixed by the court as part of the judgment.

4. Miscellaneous.

a. The laws of the state of Washington shall govern the interpretation of these Restrictive Covenants. Any action brought pursuant to these Restrictive Covenants shall be brought in the Superior Court for King County, Washington.

b. These Restrictive Covenants shall run with the land and be binding upon Grantor's and the City's successors and assigns.

Dated this _____ day of _____, 2018.

GRANTOR:

By _____
Title _____

GRANTEE: CITY OF NORTH BEND

By _____
Title _____

NOTARY ACKNOWLEDGMENT FOR GRANTOR:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of the Grantor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

(SEAL)

Printed Name: _____
Notary Public in and for the State of _____
My commission expires: _____

NOTARY ACKNOWLEDGMENT FOR CITY OF NORTH BEND:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ signed this instrument and, on oath, stated that she/he was authorized to execute the instrument and acknowledged it as the _____ of the City of North Bend, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

(SEAL)

Printed Name: _____
Notary Public in and for the State of _____
My commission expires: _____