

**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 for a period of not less than twenty (20) years from the date hereof. Should the proposed use of Grantor’s Property change within such time, 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 within twenty (20) years from the date hereof, whether or not Grantor has provided the City notice of same, Grantor or its

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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 \_\_\_\_\_, 20\_\_.

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 \_\_\_\_\_, 20\_\_.

(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 \_\_\_\_\_, 20\_\_.

(SEAL)

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

Exhibit A

LOTS 8, 9, 10 AND 11, BLOCK 6, STOW-HEALY ADDITION TO NORTH BEND.  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, PAGES  
77 AND 78, IN KING COUNTY, WASHINGTON;

SITUATE IN THE CITY OF NORTH BEND, COUNTY OF KING, STATE OF  
WASHINGTON.