



201105100038

Skagit County Auditor

5/10/2011 Page

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7 2:47PM

Return Address:

**STEWART TITLE GUARANTY COMPANY
TWO NORTH LASALLE ST SUITE 1400
CHICAGO IL 60602
ATTN: MIKE LEBOVITZ**

LAND TITLE OF SKAGIT COUNTY**129232-S**

Document Title(s) (for transactions contained therein):	
1.	SPECIAL WARRANTY DEED
2.	
3.	
4.	
Reference Number(s) of Documents assigned or released: (on page of documents(s))	
Grantor(s)	
1.	WAL-MART REALTY COMPANY, an ARKANSAS CORPORATION
2.	
3.	
4.	
Additional Names on page of document.	
Grantee(s)	
1.	COASTAL FARM REAL ESTATE, INC, an OREGON CORPORATION
2.	
3.	
4.	
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range)	
PTN NE$\frac{1}{4}$, 18-34-4 E W.M. & PTN LOTS 3A, 3B, 3C, COLLEGE WAY MARKET PLACE BSP MV-1-94	
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number	
P107489, P10790, P107491	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Return recorded document to:

Stewart Title Guaranty Company
Two North LaSalle Street, Suite 1400
Chicago, IL 60602
Attn: Mike Lebovitz

This instrument prepared by:

Wal-Mart Realty Company
2001 S.E. 10th Street
Bentonville, AR 72716-5535

SPECIAL WARRANTY DEED

This **SPECIAL WARRANTY DEED** is made effective May 10, 2011, between **WAL-MART REALTY COMPANY**, an Arkansas corporation, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Grantor"); and **COASTAL FARM REAL ESTATE, INC.**, an Oregon corporation, with an address of 1355 Goldfish Farm Road SE, Albany OR 97322 ("Grantee").

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, together with all improvements and fixtures of any kind thereon, including, but not limited to, a retail building, situated, lying, and being in the City of Mount Vernon, Skagit County, Washington, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said Property unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record. Notwithstanding the foregoing, Grantor hereby expressly saves, excepts and reserves from this conveyance to itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon the Property including, but not limited to, quartz, brine, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon the Property for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells on the Property and taking out and removing there from, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of the Property as may be reasonably necessary for such purposes.



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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

#1384

MAY 10 2011

Amount Paid \$ 53,405.00
Skagit Co. Treasurer
By *man* Deputy

This conveyance is expressly subject to the following conditions and restrictions:

(a) The Property will not be used for or in support of the following: (i) a grocery store or supermarket, as hereinafter defined below; (ii) a wholesale club operation similar to that of a Sam's Club owned and operated by Walmart; (iii) a discount department store or other discount store, as hereinafter defined; (iv) a pharmacy; or (v) gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption (the "Property Restrictions"). "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than thirty-five thousand (35,000) square feet of gross leasable area, for the purpose of selling food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than fifty thousand (50,000) square feet of gross leasable area, for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart. Notwithstanding the foregoing, the Property Restrictions shall not apply to Wal-Mart Stores, Inc. or any parent company, affiliate, subsidiary, or related company. Notwithstanding the foregoing, Seller hereby acknowledges and agrees that the following uses do not violate the aforesaid Property Restrictions: (a) Barnes & Noble; (b) Rooms to Go, or any other full service furniture retailer; (c) Bealls; (d) Wines and More; (e) Michael's; (f) Hobby Lobby; (g) Office Depot; (h) Best Buy; (i) PetSmart; (j) Petco; (k) Cost Plus; (l) Bed, Bath, and Beyond; (m) TJ Maxx, or other discount soft goods seller; (n) DSW Shoes; (o) Ace Hardware; (p) Pier 1; (q) Kohls; (r) J.C. Penney; (s) Lowes; (t) Home Depot; (u) Nordstroms; (v) Stein Mart; (w) Dick's Sporting Goods (x) Coastal Farm and Ranch; or any other store that operates in a similar manner as the aforementioned as they exist today.

(b) The Property shall not be used for or in support of the following: (i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), "adult" business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials; or (ii) bar or night club (the "Noxious Use Restrictions").

(c) The Property Restrictions shall remain in effect for a period of ten (10) years. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years.



(d) Notwithstanding anything contained in this section to the contrary, the Property can be used as a grocery store or supermarket, as defined above, so long as the Property is operated as a Coastal Farm and Ranch for at least one day.

The aforesaid covenants, conditions, and restrictions shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, and restrictions and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantee as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that the Property is sold **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property **"AS IS, WHERE IS – WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."**

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2011, and thereafter.

[Signature page follows]



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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name by its Sr. Director of Portfolio Sales and Special Projects of the Grantor, Wal-Mart Realty Company, and caused its seal to be hereto affixed the 5th day of May, 2011.

WAL-MART REALTY COMPANY,
an Arkansas corporation

By: *Jo Kaye Bandy*
Its: Sr. Director of Portfolio Sales
and Special Projects

[SEAL]

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this May 5, 2011, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jo Kaye Bandy to me personally known, who being by me duly sworn did say that she is Sr. Director of Portfolio Sales and Special Projects of the Grantor in the foregoing special warranty deed, and that the seal thereto affixed is the seal of said Wal-Mart Realty Company, and that said special warranty deed was signed, sealed and delivered by her on behalf of said corporation by authority of its Board of Directors and said Jo Kaye Bandy acknowledged said special warranty deed to be the free act and deed of said corporation.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: *Paula A. Seay*
Name: Paula A. Seay
Notary Public

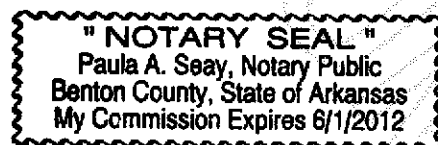


Exhibit "A"
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[Legal Description]

THOSE PORTIONS OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., ALSO BEING PORTIONS OF LOTS 3A, 3B, AND 3C OF THAT CERTAIN PLAT OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV 1-94 BSP, RECORDED IN VOLUME 11 OF SHORT PLATS, PAGES 77 THROUGH 81, UNDER AUDITOR'S FILE NO. 9405310129, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 18 AS SHOWN ON SAID PLAT;

THENCE ALONG THE EAST-WEST CENTERLINE OF SECTION 18, SOUTH 90°00'00" WEST, 1,332.45 FEET TO THE EAST CENTER 1/16th CORNER;

THENCE ALONG THE NORTH-SOUTH CENTERLINE OF THE NORTHEAST 1/4 OF SECTION 18, NORTH 00°20'56" WEST 1,657.73 FEET TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, SAID POINT BEING THE TRUE POINT OF BEGINNING AND THE NORTHWEST CORNER OF LOT 3C OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV 1 -94 BSP;

THENCE ALONG THE BOUNDARIES OF LOT 3C THE FOLLOWING COURSES:

SOUTH 89°50'52" EAST 660.91 FEET;

THENCE SOUTH 00°24'07" EAST 124.90 FEET TO THE WESTERLY LINE OF MARKET STREET;

THENCE ALONG THE WESTERLY LINE OF MARKET STREET SOUTH 35°08'11" WEST 87.55 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY 101.79 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE, CONCAVE TO SOUTHEAST, THROUGH A CENTRAL ANGLE OF 27°46'18";

THENCE LEAVING SAID WESTERLY LINE NORTH 90°00'00" WEST 573.09 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 5, BEING ALSO THE NORTHWEST CORNER OF LOT 3B OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV 1-94 BSP;

THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 00°20'56" WEST TO THE POINT OF BEGINNING.

ALSO BEGINNING AT THE NORTHWEST CORNER OF LOT 3B DESCRIBED, ABOVE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF LOT 3B;

THENCE ALONG THE BOUNDARIES OF SAID LOT 3B THE FOLLOWING COURSES:

SOUTH 90°00'00" EAST 573.09 FEET TO THE WEST LINE OF MARKET STREET;

THENCE ALONG THE WEST LINE OF MARKET STREET SOUTHERLY 28.47 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE, CONCAVE TO THE EAST WITH A RADIAL BEARING OF SOUTH 82°38'07" EAST, THROUGH A CENTRAL ANGLE OF 07°46'00" TO A POINT OF TANGENCY;

THENCE SOUTH 00°24'07" EAST 303.20 FEET;

THENCE LEAVING SAID WESTERLY LINE OF MARKET STREET NORTH 90°00'00" WEST 562.72 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 5, BEING ALSO THE NORTHWEST CORNER OF LOT 3A OF CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV 1-94 BSP;



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Exhibit "A"
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[Legal Description cont'd]

THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 09°48'40" WEST 53.25 FEET TO AN ANGLE POINT;

THENCE NORTH 00°20'56" WEST 279.13 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING AT THE NORTHWEST CORNER OF LOT 3A DESCRIBED ABOVE, SAID POINT BEING THE TRUE POINT OF BEGINNING OF LOT 3A;

THENCE ALONG THE BOUNDARIES OF SAID LOT 3A THE FOLLOWING COURSES:

SOUTH 90°00'00" EAST 562.72 FEET TO THE WEST LINE OF MARKET STREET;

THENCE ALONG THE WEST LINE OF MARKET STREET SOUTH 00°24'07" EAST 353.93 FEET;

THENCE LEAVING SAID WEST LINE OF MARKET STREET NORTH 90°00'00" WEST 504.00 FEET TO THE EASTERLY RIGHT OF WAY OF INTERSTATE HIGHWAY 5;

THENCE ALONG SAID EASTERLY RIGHT OF WAY NORTH 09°48'40" WEST 359.17 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF LOT 3A, CITY OF MOUNT VERNON BINDING SITE PLAN NO. MV 1-94 BSP, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3A;

THENCE WEST 504.00 FEET ALONG THE SOUTH LINE THEREOF TO THE WESTERLY LINE OF SAID LOT 3A;

THENCE NORTH 09°48'40" WEST 36.04 FEET ALONG SAID WESTERLY LINE;

THENCE SOUTH 89°50'52" EAST 207.04 FEET;

THENCE SOUTH 00°09'08" WEST 5.00 FEET;

THENCE SOUTH 89°50'52" EAST 214.76 FEET;

THENCE NORTH 00°09'08" EAST 40.35 FEET;

THENCE NORTH 89°56'35" EAST 87.76 FEET TO THE EAST LINE OF SAID LOT 3A;

THENCE SOUTH 00°24'07" EAST 69.83 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF MOUNT VERNON, COUNTY OF SKAGIT, STATE OF WASHINGTON.



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