

AFTER RECORDING MAIL TO:

Ionna LLC
4022 Stirrup Creek Dr., Ste. 315
Durham, North Carolina 27703

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 20252320
Jul 22 2025
Amount Paid \$10635.00
Skagit County Treasurer
By Lena Thompson Deputy

Document Title(s): (or transactions contained herein)

Special Warranty Deed

Reference Number(s) of Documents assigned or released: N/A**Grantor(s):** (Last name first, then first name and initials)

VWA – Mount Vernon, LLC, an Ohio limited liability company

Grantee(s): (Last name first, then first name and initials)

Ionna LLC, a Delaware limited liability company

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Ptn. SW SW, 20-34N-4E (aka Lot B, Mount Vernon BLA # ENGR21-0250 / AF#202109170120), Sec. 20, T34N, R4E, W.M., Skagit County, Washington

Assessor's Property Tax Parcel/Account Number(s):

P134970/8100-000-002-0000



SPECIAL WARRANTY DEED

VWA – MOUNT VERNON, LLC, an Ohio limited liability company ("**Grantor**") for and in consideration of Ten Dollars and no/100 (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to **IONNA LLC** ("**Grantee**"), the following described real estate, situated in Skagit County, Washington (the "**Property**");

See attached Exhibit A incorporated herein by reference.

Subject to matters listed in Exhibit B and Exhibit C attached hereto and made a part hereof.

And Grantor warrants the title to the same, against any challenge claiming by, through or under, Grantor, but not otherwise. By virtue of this Deed, Grantee hereby assumes all obligations applicable to the Property under the Shopping Center Agreements (as defined in Exhibit B). This Deed shall constitute the requisite notice under the Shopping Center Agreements of the conveyance of the Property by Grantor to Grantee.

[Remainder of Page Intentionally Left Blank]

GRANTOR:

By: Dominic A. Visconsi, Jr.
Dominic A. Visconsi, Jr., Manager

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 14th day of July, 2025, by Dominic A. Visconsi, Jr., the Manager of VWA – Mount Vernon, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Aaron Ambrose
Notary Public
My Commission Expires: 1-21-29



ALISON AMBROSE
Notary Public
State of Ohio
My Comm. Expires
January 21, 2029

EXHIBIT A**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

Lot B of City of Mount Vernon Boundary Line Adjustment No. ENGR21-0250, entitled "Station Square SRH Boundary Line Adjustment", approved September 13, 2021 and recorded SEPTEMBER 17, 2021 as Skagit County Auditor's File No. 202109170120; being portions of City of Mount Vernon Boundary Line Adjustment No. ENGR 19-0308 RECORDED as Skagit County Auditor's File No. 201910040056; being portions of the West 1/2 of the Southwest 1/4 of Section 20, Township 34 North, Range 4 East, W.M.

Assessor's Tax Parcel ID Number: P134970/8100-000-002-0000

EXHIBIT B
USE RESTRICTIONS

In no event shall the Property be used for any of the following purposes:

1. Any use prohibited by the Shopping Center Agreements.
2. In no event shall the Property be used for purposes of a "Medical Office Building Use", which is defined as both (i) medical office purposes and uses incidental thereto, and/or (ii) an urgent care facility and uses incidental thereto.
3. In no event shall the Property be used by any medical provider which would cause material commercial damage to Public Health District No. 1, Skagit County, Washington, D/B/A Skagit Regional Health, provided that the use of the Property by medical providers who primarily provide optical, dental, chiropractic, and/or naturopathic medical services shall not be deemed a violation of this use restriction.
4. In no event shall the Property be used for purposes of either (A) a retail motor fuels dispensing business, (B) a Convenience Store (as defined below), (C) a drug-store business, such as, by way of example and not limitation, Bartell Drugs, Walgreens, CVS, Rite Aid, or (D) a vehicle or business which offers for sale in connection with all or any part of its business operations upon such premises any of the following items:
 - (i) packaged fluid milk in one quart or larger containers;
 - (ii) fresh or commercially packaged bakery or bread products commonly sold from a Convenience Store, unless sold from a restaurant or another business primarily engaged in serving prepared to order ready-to-eat food items for consumption on or off the premises, regardless of whether such business has waiter and/or waitress service (such as a business being referred to herein as an "Excluded Food Business");
 - (iii) delicatessen and delicatessen type items, including, but not limited to, packaged lunch meats, pre-prepared sandwiches and foods, chick wings and chicken fingers, grill items (such as hot dogs), burritos, taquitos, pre-made salads and fruit cups or fruit salad for consumption on or off premises, unless sold from an Excluded Food Business;
 - (iv) pizza, by the slice or otherwise, unless sold from an Excluded Food Business;

- (v) grocery items commonly sold from a Convenience Store for consumption or use off premises;
- (vi) cigarettes, tobacco products and devices which simulate tobacco or other smoking, such as, for example, electronic cigarettes and vaporizers, unless vended by machine;
- (vii) beer and wine sold for consumption off premises (excluding such sales by an Excluded Food Business);
- (viii) health and beauty care products, except for sales of such items from a business which is primarily engaged in sales of health or beauty or beauty care products;
- (ix) chilled, single serve frozen or semi-frozen carbonated beverages, unless sold from an Excluded Food Business;
- (x) energy drinks by the case or single-serve bottles or cans for consumption off premises, unless sold from a cooler or other display area not exceeding four (4) feet in width;
- (xi) beverages in six pack, eight pack, twelve pack, case lots or half, one or two-liter bottles;
- (xii) candy, unless sold from a candy store or gift boxed or sold in bulk or sold from an Excluded Food Business;
- (xiii) hot coffee drinks, cold coffee drinks, and/or frozen drinks unless sold from an Excluded Food Business or from a Coffee Shop (as hereafter defined);
- (xiv) newspapers, magazines and paperback books, unless sold from a bookstore (other than newspapers, magazines and/or paperback books sold by an occupant of premises within the Shopping Center and which relate to the primary business of such occupant on such premises);
- (xv) lottery tickets, money order (except from a bank), phone cards (except from a phone specialty store); and/or
- (xvi) gift cards (other than gift cards sold by an occupant of premises within the Shopping Center for the particular business operated by such occupant on such premises).

Notwithstanding the foregoing, the sale by any other tenant or occupant of the Shopping Center of products subject to the restrictions in (i) – (xvi) above on an incidental basis

(i.e., sales of all such items from a total of less than three percent (3%) of the total sales floor area and retail shelving, counter, and similar facilities within the premises occupied by such tenant or occupant within the Shopping Center) shall not be deemed a violation of such restrictions.

For purposes hereof, a "Convenience Store" shall mean a retail store selling, renting or providing a combination of staple groceries, health and beauty aids, snacks, beverages, prepared foods, and beer, wine, and alcohol products, including by way of example, and not limited to, merchandise and/or services customarily sold, rented or provided from time to time at stores such as a Main Street Grocery, Sunbow Food Mart, Reservation Outpost, Circle K, or EZ Mart.

For purposes hereof, a "Coffee Shop" shall mean any specialty coffee shop or any business operation whose primary or significant trade is the retail sale of coffee or coffee-related food and beverages, including, but not limited to a Starbucks, Peets, Seattle's Best Coffee, Caribou Coffee, Gloria Jeans, and other national, regional, or "mom and pop" coffee shops or businesses.

5. In no event shall the Property be used for the primary business of a fast food restaurant with a drive thru window and non-table service primarily selling hamburgers, chicken sandwiches, any other type of products served in sandwich form, ground meat or meat substitute, or a combination of ground meat and meat substitute and substitute chicken sandwiches; provided that the restrictions set forth herein shall not prohibit the sale of hamburgers, chicken sandwiches, any other type of products served in sandwich form, ground meat or meat substitute, or a combination of ground meat and meat substitute and substitute chicken sandwiches to the extent such sales are equal to or less than fifteen (15%) percent of the gross sales from the Property.

For purposes of this exhibit, "Shopping Center Agreements" means the following declarations, reciprocal easement agreements, and other instruments:

1. Public Benefits Agreement by and between Landlord and the City of Mount Vernon recorded October 4, 2019 under Auditor's File No. 201910040085 of the Skagit County Records, as amended by document recorded December 22, 2020 as Auditor's File No. 202012220068 of the Skagit County Records.
2. Declaration of Easements, Restrictive Covenants and Conditions dated as of July 19, 2021 and recorded on August 16, 2021 under Auditor's File No. 202108160044 of the Skagit County Records, as amended by the First Amendment to Declaration of Easements, Restrictive Covenants, and Conditions dated as of June 30, 2022 and recorded on July 1, 2022 as Auditor's File No. 202207010043 Skagit County Records and that certain Second Amendment to Declaration of Easements, Restrictive Covenants, and Conditions dated as

of April 2, 2024, and recorded on April 3, 2024 as Auditor's File No. 202404030032 Skagit County Records (collectively the "Declaration").

3. Public Trail Access and Maintenance Easement Agreement recorded October 4, 2019 under Auditor's File No. 201910040088.
4. Covenant and Easement for Maintenance recorded October 4, 2019 under Auditor's File No. 201910040087.
5. Quitclaim Deed from BNSF Railway Company dated October 18, 2019 and recorded October 28, 2019 under Auditor's File No. 201910280074.
6. Form of Railroad Noise, Vibration and Light Disclosure Covenant dated October 18, 2019 with BNSF Railway Company and recorded October 28, 2019 under Auditor's File No. 201910280075.

EXHIBIT C**PERMITTED EXCEPTIONS**

The Property is conveyed subject to (i) liens of taxes and assessments, both general and special, not yet due and payable and (ii) any and all reservations, restrictions, easements, conditions, encumbrances and other matters of title and/or of survey.