

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Laura Minton Breckenridge  
Skagit Law Group, PLLC  
P.O. Box 336  
Mount Vernon, WA 98273

THIS SPACE RESERVED FOR RECORDER'S USE

Real Estate Excise Tax  
Exempt  
Skagit County Treasurer  
By Cain Cress  
Affidavit No. 20252918  
Date 09/05/2025

**215228-LT****BARGAIN AND SALE DEED**

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.

**Document Title:** BARGAIN AND SALE DEED**Grantor:** 321 N. 1<sup>ST</sup> STREET, LLC, a Washington limited liability company**Grantee:** TOWN OF LA CONNER, a Washington municipal corporation**Abbreviated Legal Descriptions:** Lt 4, Blk 3, Johanson's First Add to Town of La Conner**Complete Legal Descriptions in Exhibit A****Assessor's Parcel/Tax ID No:** P74249/4126-003-004-0001

THIS GRANTOR, **321 N. 1<sup>ST</sup> STREET, LLC**, a Washington limited liability company ("**Grantor**"), for valuable consideration, receipt of which is hereby acknowledged, hereby bargains, sells, and conveys to the **TOWN OF LA CONNER**, a Washington municipal corporation ("**Grantee**"), the real property located in the County of Skagit, State of Washington, more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein ("**Real Property**"). Grantor and Grantee are collectively referred to herein as the "**Parties**."

The Parties mutually agree this Bargain and Sale Deed ("**Deed**") is subject to the specific conditions and restrictions as described in **Exhibit B**, attached hereto and by this reference incorporated herein ("**Deed Restrictions**").

(Signatures on following page.)

321 N. 1<sup>ST</sup> STREET, LLC, a Washington limited liability company

By: Harold M. Harlan  
Harold M. Harlan, its Co-Manager

By: Maureen E. Harlan  
Maureen Harlan, its Co-Manager

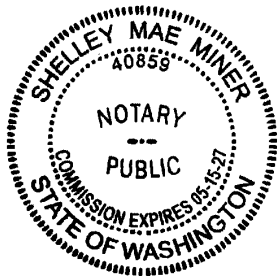
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

On this 5 day of Sept., 2025, I certify that I know or have satisfactory evidence that **Harold M. Harlan and Maureen Harlan** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Co-Managers of **321 N. 1<sup>st</sup> Street, LLC**, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Printed Name: Shelley Miner  
Notary Public in and for the State of Washington  
residing at mt. Vernon  
My commission expires: 5-15-27

**EXHIBIT A**  
**Legal Description**

Skagit County Parcel No. P74249:

LOT 4 EXCEPT THE SOUTH TEN FEET THEREOF, BLOCK 3, JOHANSON'S FIRST ADDITION TO THE TOWN OF LA CONNER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 56, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**Situate in the County of Skagit, State of Washington.**

**EXHIBIT B**  
**Deed Restrictions**

1. Use. The Real Property shall be used by Grantee for public recreation and park purposes only, including use as a view corridor ("**Park**"). Improvements on the Real Property shall be consistent with this use;
2. Right of First Refusal. In the event Grantee opts to sell, transfer, or otherwise convey the Real Property, Grantor, Harold Harlan, Maureen Harlan, and their respective members, heirs, and successors (collectively, "**Harlans**"), reserve the right of first refusal to re-acquire the Real Property, at no cost ("**Right of First Refusal**"), and may, at the Harlans' option, exercise such right of first refusal within thirty (30) days of receipt of written notice of Grantee's decision to sell, transfer, or otherwise convey the Real Property ("**Grantee's Written Notice**"). Grantee's Written Notice shall be provided to Grantor, with a copy to Skagit Law Group, PLLC, as provided for in Section 16 of the Real Property Donation Agreement dated April 17, 2025, as amended by the First Addendum to Real Property Donation Agreement dated June 11, 2025 (collectively, "**Donation Agreement**"). In the event the Harlans are provided with Grantee's Written Notice and elect not to timely exercise their Right of First Refusal within the thirty (30) day period from receipt of Grantee's Written Notice, Grantee may sell, transfer, or otherwise convey the Real Property free of the Harlans' Right of First Refusal subject to the Harlans' continuing Right of First Refusal as provided for herein. If Grantee, after providing the Harlans with Grantee's Written Notice, does not sell the Real Property within sixty (60) days of the date of Grantee's Written Notice, and instead retains the Real Property, the Harlans' Right of First Refusal shall not be waived and shall be a continuing right as provided for herein;
3. Fencing. Within six months of the recording of the Deed, Grantee shall construct fencing, at Grantee's expense, within and along the entirety of the southern border of the Real Property ("**Fencing**"). Grantee shall confer with Grantor with respect to the materials, design, and specifications of the Fencing, all of which shall be subject to, and conditioned upon, Grantor's prior written approval. Grantee shall be obligated to maintain, and replace, the Fencing consistent with the Parties' mutual goals of maintaining structurally sound and attractive Fencing, intended, in part, to protect the privacy, and value, of Grantor's real property adjacent to the Real Property;
4. Height Restriction. The Park improvements shall not exceed twelve feet in height measured from the median of the sidewalk adjacent to the Real Property;
5. Maintenance. Both prior to, and following construction of the Park improvements, Grantee shall maintain the Real Property, and park improvements, in at least in the same condition as Grantee's other parks;
6. Use. The use of the Park, including park hours, use, and other regulations, shall be consistent with the use, hours, and regulations of Grantee's other parks;
7. Livestock. No livestock, including but not limited to chickens, horses, llamas, alpacas, or cattle shall be permitted on the Real Property;
8. Environmental Compliance. Grantee shall comply with all applicable environmental local, state, and federal, laws, rules, and regulations concerning, or related to the

Real Property, including, but not limited to contaminants, waste and its disposal, water pollution, and erosion; and

9. Park Name. The Real Property shall be known, and referred to as, O'Leary's Landing and, following construction of the Park shall be known, and referred to as, O'Leary's Landing Park.

The Parties agree that if any of the Deed Restrictions are not complied with by the Grantee, Grantor may, at its discretion, elect to have the Real Property revert back to the Harlans (and/or their heirs and successors) at no cost or expense to the Harlans (and/or their heirs and successors).