

When Recorded Return To:

The Washington State Department of Commerce
Local Government Division
1011 Plum Street, SE
Post Office Box 42525
Olympia, Washington 98504-2525
Youth Recreation Facilities
Attention: Real Estate Development and Services

GNW 25-24443

RESTRICTIVE COVENANT

Grantor: Skagit Valley Family YMCA
Grantee: Department of Commerce, Community Capital Facilities
Legal Description (abbreviated): Ptns. Gov Lots 1 & 2 NE SW 15-33-4E
Assessor's Tax Parcel ID#: P16629, P16639, P16635
Contract Number: 26-96646-011

This Restrictive Covenant is made this 6th day of October, 2025 by Skagit Valley Family YMCA, a Washington Nonprofit Corporation, ("Grantor") and is part of the consideration for the financial assistance provided by the Washington State Department of Commerce ("Department"), pursuant to Contract Number 26-96646-011, for the real property legally described as follows:

Parcel A:

Government Lot 1 of Section 15, Township 33 North, Range 4 East, W.M., EXCEPT mineral rights as reserved by the English Lumber Company by deed recorded January 15, 1920 under Auditor's File No. 138448, in Volume 115 of Deeds, Page 631, records of Skagit County, Washington.

Parcel B:

A non-exclusive 50-foot wide easement for ingress, egress and utilities as established by Instrument recorded September 28, 2020 as Auditor's File No. 202009280190, records of Skagit County, Washington.

Parcel C:

The Northeast 1/4 of the Southwest 1/4 of Section 15, Township 33 North, Range 4 East, W.M. TOGETHER WITH That portion of Government Lot 2 of Section 15, Township 33 North, Range 4 East, W.M., described as follows:
Beginning at the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 15;
thence South 0°33'50" East along the Southerly extension of the quarter section line, a distance of 89.81 feet to its intersection with the lake shore meandering line;
thence South 59°30'23" East along said line, a distance of 150 feet;
thence North 22°36'48" East to the South line of said Northeast 1/4 of the Southwest 1/4, a distance of 181.69 feet, more or less;

thence West along said quarter section line South 89°29'12" West, a distance of 200 feet, more or less, to the point of beginning, Situated in the County of Skagit, State of Washington.

(the "Property").

This Covenant will be filed and recorded in the official public land records of Skagit County, Washington and shall constitute a restriction upon the use of the Property and is construed as running with the land which shall pass to and be binding upon the Grantor, its successors and assigns, heirs, grantees, or lessees of the Property, commencing upon the date specified in Commerce contract number 26-96646-011 and ending **ten (10) years** from said date. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

Grantor its successors and/or assigns for the period as stated above shall provide, on the herein described real property, year round youth programming that benefits the community as specified in Commerce contract number 26-96646-011.

The Grantor will comply with all State and local codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located.

The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

DEFAULT: If a violation of this Covenant occurs, the Department (or its successor agency) may, after thirty (30) days' notice and opportunity to cure the violation which cure may be effected by the Grantor and/or its Investor Member (as defined in the Contract), institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

IN WITNESS HEREOF, Skagit Valley Family YMCA has executed this Covenant on the 7th day of OCTOBER 2025.

Skagit Valley Family YMCA,
a Washington Nonprofit Corporation

By: _____

Printed Name: BRAD SNIDER

Title: CEO

STATE OF WASHINGTON)

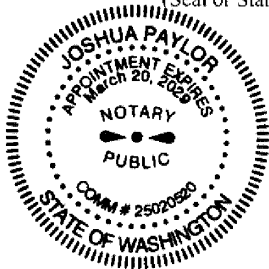
) ss.

COUNTY OF SKAGIT)

On this day personally appeared before me Jo^{sr} Devin Snider known to be the CEO of **Skagit Valley Family YMCA**, a Washington Nonprofit Corporation, the entity that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.

DATED: 10-07-2025

(Seal or Stamp)



(Signature of Notary)

Joshua Paylor
(Legibly Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: 03-20-2029