

LETTER OF TRANSMITTAL

To: Olu Akeroro, Toxics Cleanup Program
Dept of Ecology NW Region Office
PO Box 330316
Shoreline, WA 98133-9716

From: Sherri Pritchard for Chris Phillips
Project: Mount Vernon Library Commons
Reference: Environmental Covenant VCP Site #NW3382
Date: April 25, 2024

WE ARE SENDING YOU:

☒ Enclosed ☐ Via Fax ☐ Hard Copy to follow via: ☐ Under separate cover via:

THE FOLLOWING ITEMS:

☐ Prints ☐ Change Order ☐ Drawings ☐ Plans
☐ Specifications ☐ Copy of Document ☒ Other: (See description below)

Description

Enclosed please find the original "Environmental Covenant", fully executed and recorded at Skagit County - AFN 202404240039 for the Library Commons project.

THESE ARE TRANSMITTED AS CHECKED BELOW:

☐ For Signature	☐ Approved as submitted	☐ Submit	copies for distribution
☒ For your use	☐ Approved as noted	☐ Return	corrected prints
☐ For review/comment	☐ Returned for corrections	☐ Resubmit	copies for approval

Copy to: _____

Signed: _____


Sherri Pritchard, Administrative Assistant

(If enclosures are not as noted, please notify us at once)



202404240039

04/24/2024 12:32 PM Pages: 1 of 15 Fees: \$317.50
Skagit County Auditor

After Recording Return
Original Signed Covenant to:

Olu Akeroro
Toxics Cleanup Program
Department of Ecology
Northwest Region Office
PO Box 330316,
Shoreline, WA 98133-9716

Environmental Covenant

Grantor: City of Mount Vernon

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: See Exhibit A. Lot 1 Ptn Lot 2 Bl 2 Riverside Add

Tax Parcel Nos.: P54139 and P54141; Skagit County, Washington

Cross Reference: VCP Site # NW3382 - Site No Further Action Opinion Letter, Cleanup Site
ID 16879, Facility Site ID 21539662

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as Mount Vernon Library Commons, 800 S 2nd Street, Mount Vernon, WA 98273, Facility Site ID 21539662, Cleanup Site ID 16879, Voluntary Cleanup Program #NW3382. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Diesel Range-Organics
Groundwater	None
Sediments	None

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology at [Mount Vernon Site web page](#). These include the following documents:

1. Maul Foster Alongi, Inc., 2022. Re: Site Assessment for Permanent Closure of Two Underground Storage Tanks Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. December 8, 2022.
2. Maul Foster Alongi, Inc., 2023. Re: Site Assessment for Permanent Closure of a 1,200-Gallon Underground Storage Tank Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. February 2, 2023.
3. Maul Foster Alongi, Inc., 2023. Re: Site Assessment for Permanent Closure of a 440-Gallon Underground Storage Tank Mount Vernon Library Commons Report, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for Underground Storage Tank Unit, Washington State Department of Ecology. Olympia, WA, 98504-7655. March 16, 2023.
4. Maul Foster Alongi, Inc., 2023. Technical Empirical Demonstration Memo, MFA Inc. Bellingham, 1329 North State Street, Suite 301, Bellingham, WA 98225. Project No. M1472.02.002. Prepared for City of Mount Vernon, Mount Vernon Library Commons. 208 W Kincaid Street, Mount Vernon, WA. 98273. December 4, 2023.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property; however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its right as a holder, are not an interest in real property.

COVENANT

City of Mount Vernon, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of concrete and building foundation located as illustrated in Exhibit B/C. The primary purpose of this cap is to prevent direct contact of the soil and prevent infiltration of precipitation. As such, the following restrictions shall apply within the area illustrated in Exhibit B/C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation;

installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit B/C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the building and report within thirty (30) days of the inspection the condition of the building and any changes to the building that would impair its performance.

b. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

c. Groundwater Use.

The groundwater beneath the Property remains potentially contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor, and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest in any part of the Property described and illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE SKAGIT COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Director, Public Works Department City of Mount Vernon 1024 Cleveland Ave Mount Vernon WA 98273 (360) 336-6204 mvengineering@mountvernonwa.gov	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

- a.** Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
 - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b.** If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.
- c.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a.** This Covenant is being freely and voluntarily granted by the Grantor.
- b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e.** This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

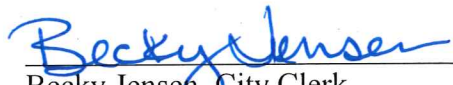
GRANTOR'S SIGNATURE BLOCK

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 12th day of April, 2024,



PETER DONOVAN, Mayor



Becky Jensen, City Clerk

Approved as to form:



Kevin Rogerson, City Attorney

ECOLOGY'S SIGNATURE BLOCK

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Kimberly Wooten

by: Kimberly Wooten

Title: Section Manager, Toxics Cleanup Program, Northwest Region

Dated: 4/22/24

Exhibit A

LEGAL DESCRIPTION

For APN/Parcel ID(s): P54139 / 3755-002-002-0005, P54141 / 3755-002-003-0004, P54142 / 3755-002-004-0003 and P54147 / 3755-003-001-0004

PARCEL A:

LOT 1 AND WEST 22 FEET OF LOT 2, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH PORTION OF ALLEY VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

PARCEL B:

THE EAST 32 FEET OF LOT 2; LOT 3, EXCEPT THE EAST 16 FEET THEREOF, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 24, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH PORTION OF ALLEY VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

PARCEL C:

LOT 4 AND THE EAST 16 FEET OF LOT 3, BLOCK 2, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON;

TOGETHER WITH THE FEE TITLE UNDERLYING PLATTED 3RD STREET, BLOCKS 2 AND 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOTS 3 & 4 NORTH 88°04'59" EAST A DISTANCE OF 70.01 FEET;
THENCE SOUTH 01°54'09" WEST A DISTANCE OF 128.01 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOTS 3 AND 4 SOUTH 88°05'20" EAST A DISTANCE OF 70.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;
THENCE CONTINUING EASTERLY ALONG THE SOUTH LINE OF SAID LOT 4 EXTENDED SOUTH 88°05'20" EAST A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID PLATTED 3RD STREET; THENCE ALONG THE SOUTH LINE EXTENDED OF LOT 1, BLOCK 3 OF SAID PLAT SOUTH 87°58'47" EAST A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 1 NORTH 01°54'07" EAST A DISTANCE OF 118.06 FEET;
THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 3 NORTH 88°05'57" WEST A DISTANCE OF 30.00 FEET TO THE PLATTED CENTERLINE OF 3RD STREET; THENCE PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2 NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 4;
THENCE NORTHERLY ALONG SAID EAST LINE NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4 AND THE POINT OF BEGINNING;
TOGETHER WITH PORTION OF ALLEY AND STREET VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

PARCEL D:

THAT PORTION OF LOT 1, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 9.82 FEET; THENCE NORTH 30°42'23" EAST A DISTANCE OF 13.99 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST A DISTANCE OF 270.00 FEET;
THENCE NORTHERLY ALONG A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°45'27" AN ARC DISTANCE OF 88.39 FEET TO A POINT OF TANGENCY;
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;
THENCE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 NORTH 88°05'36" WEST A DISTANCE OF 23.00 FEET TO THE WEST LINE OF SAID LOT 1;
THENCE SOUTHERLY ALONG SAID WEST LINE SOUTH 01°54'07" WEST A DISTANCE OF 118.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WEST OF THE WESTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT DESCRIBED IN AND DEPICTED ON QUIT CLAIM DEED AND BOUNDARY LINE ADJUSTMENT, RECORDED JULY 11, 2022 UNDER RECORDING NO. 202207110143;

ALSO TOGETHER WITH ANY INTEREST IN FEE TITLE UNDERLYING THE EAST HALF OF PLATTED 3RD STREET, BLOCK 3 ABUTTING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10;
THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT SOUTH 87°58'46" EAST A DISTANCE OF 2.13 FEET TO THE WESTERLY RIGHT OF WAY MARGIN OF 3RD STREET;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 4.42 FEET TO THE WEST LINE OF SAID LOT 10;
THENCE CONTINUING SOUTHWESTERLY ALONG SAID RIGHT OF WAY MARGIN SOUTH 30°42'23" WEST A DISTANCE OF 47.27 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 330.00 FEET;
THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT THROUGH CENTRAL ANGLE OF 02°43'22" AN ARC DISTANCE OF 15.68 FEET TO THE CENTERLINE OF THE PLATTED 3RD STREET RIGHT OF WAY;
THENCE NORTHERLY ALONG SAID PLATTED CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 59.28 FEET
TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 10;
THENCE EASTERLY ALONG SAID NORTH LINE EXTENDED SOUTH 87°58'46" EAST A DISTANCE OF 30.00 FEET TO SAID NORTHWEST CORNER OF LOT 10 AND THE POINT OF BEGINNING;

ALSO TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 3, "RIVERSIDE ADDITION TO MOUNT VERNON", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING EAST OF THE EASTERLY RIGHT-OF-WAY MARGIN OF THE NEW 3RD STREET ALIGNMENT, WHICH RIGHT-OF-WAY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH MARGIN OF WEST KINCAID STREET WITH THE WEST MARGIN OF PLATTED 3RD STREET, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF BLOCK 2, RIVERSIDE ADDITION TO MOUNT VERNON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 78;

THENCE ALONG SAID SOUTH MARGIN AND EXTENSION THEREOF, SOUTH 88°04'59" EAST A DISTANCE OF 30.00 FEET, TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE CONTINUING ALONG SAID MARGIN AND EXTENSION THEREOF, SOUTH 88°05'57" EAST A DISTANCE OF 140.06 FEET, TO THE NORTHEAST CORNER LOT 2, BLOCK 3 OF SAID PLAT;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 SOUTH 01°52'46" WEST A DISTANCE OF 28.62 FEET;
THENCE SOUTH 46°54'03" WEST, A DISTANCE OF 4.74 FEET, TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 80°02'31" WEST A DISTANCE OF 330.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°44'54" AN ARC DISTANCE OF 119.50 FEET TO THE POINT OF TANGENCY;

THENCE SOUTH 30°42'23" WEST A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS SOUTH 59°17'37" EAST A DISTANCE OF 270.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'33" AN ARC DISTANCE OF 20.93 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°44'10" EAST A DISTANCE OF 25.00 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 114°07'26" AN ARC DISTANCE OF 49.80 FEET TO A POINT ON THE NORTH MARGIN OF BROADWAY STREET;
THENCE ALONG SAID MARGIN AND EXTENSION THEREOF, NORTH 87°51'36" WEST A DISTANCE OF 73.11 FEET TO THE CENTERLINE OF PLATTED 3RD STREET;
THENCE NORTHERLY ALONG SAID CENTERLINE NORTH 01°54'07" EAST A DISTANCE OF 68.72 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS SOUTH 62°00'59" EAST A DISTANCE OF 330.00 FEET;
THENCE DEPARTING SAID CENTERLINE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°43'22" FOR AN ARC DISTANCE OF 15.6850 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTH 30°42'23" EAST, A DISTANCE OF 81.64 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 59°17'37" WEST AN ARC DISTANCE OF 270.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°45'27" A DISTANCE OF 88.39 FEET TO THE POINT OF TANGENCY;
THENCE NORTH 43°05'57" WEST A DISTANCE OF 32.29 FEET;
THENCE PARALLEL WITH SAID SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°05'57" WEST A DISTANCE OF 53.00 FEET TO THE CENTERLINE OF PLATTED 3RD STREET; THENCE PARALLEL WITH THE SOUTH MARGIN OF W. KINCAID STREET, NORTH 88°04'59" WEST A DISTANCE OF 30.00 FEET TO A POINT ON THE WEST MARGIN OF PLATTED 3RD STREET;
THENCE ALONG SAID MARGIN NORTH 01°54'07" EAST A DISTANCE OF 10.00 FEET TO SAID NORTHEAST CORNER OF LOT 4 AND THE POINT OF BEGINNING;

TOGETHER WITH PORTION OF ALLEY AND STREET VACATED BY ORDINANCE NO. 3857 UNDER RECORDING NO. 202210060066.

Exhibit B - PROPERTY MAP

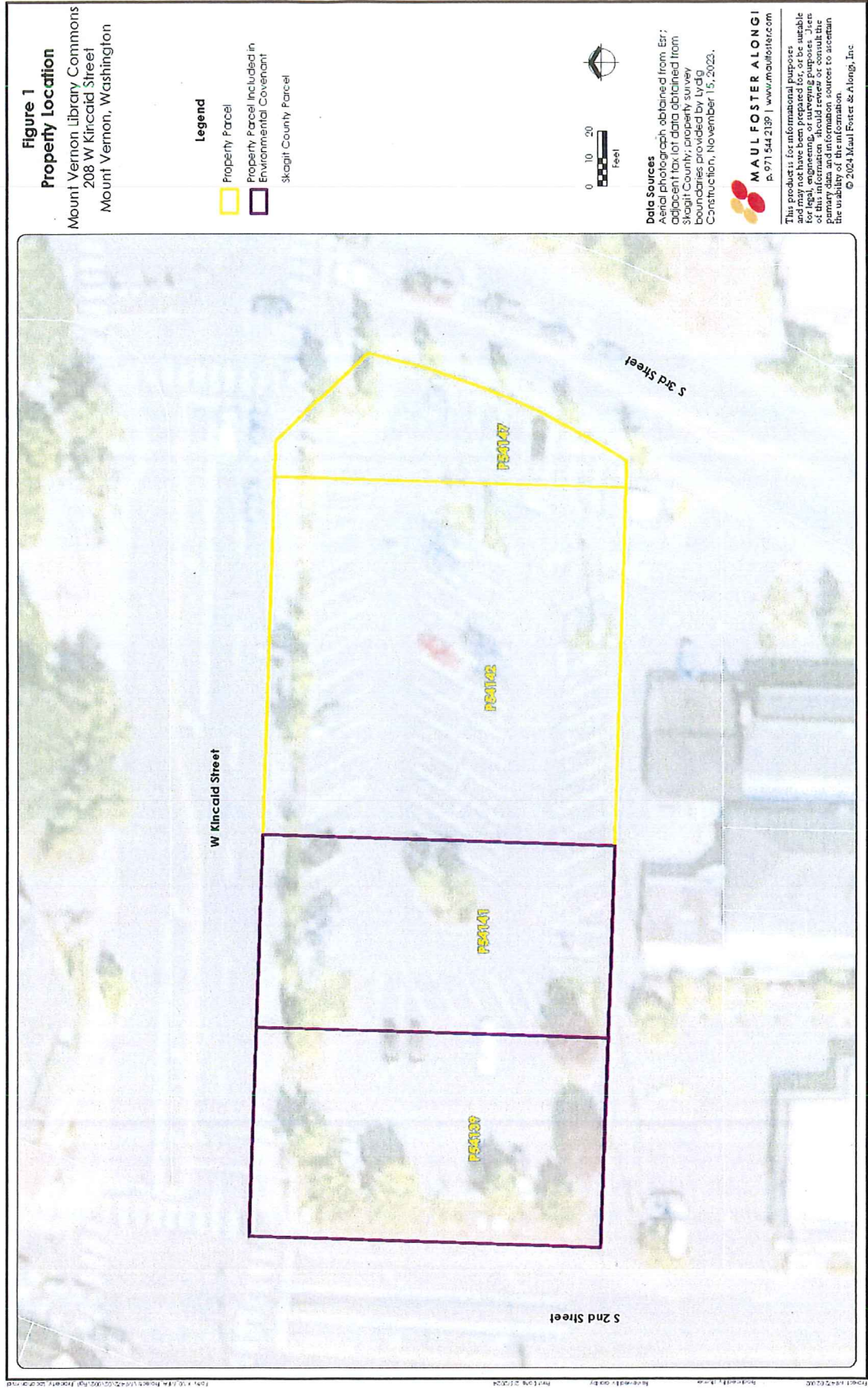


Exhibit C - MAP ILLUSTRATING LOCATION OF RESTRICTIONS

