

FIRST AMERICAN TITLE CO.
ACCOMMODATION RECORDING ONE

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JOINT USE PARKING AGREEMENT

AFTER RECORDING
RETURN TO:
VINE STREET COMMERCIAL
PO BOX 430
ARLINGTON WA 98223

9602090057

WHEREAS, Vine Street Commercial Partnership, hereinafter called First Party, The State of Washington, hereinafter called Second Party, and Vine Street Associates Project Three, hereinafter called Third Party, do mutually desire to enter into this joint use parking agreement, as of the first day of November, 1983,

AND Third Party is LESSOR and Second Party is LESEE in that certain Lease dated February 16, 1982, and referred to as Lease No. S-R \$ L 4966-GA (State of Washington) for property known commonly as "Dept. of Social and Health Services Building, 1800 Continental Place, Mount Vernon, Washington; legally described on EXHIBIT 'A', attached, and herein incorporated by this reference,

AND First Party is owner of the real property immediately adjacent to the North property line of said property described in EXHIBIT 'A', which property is legally described on EXHIBIT 'B', attached, and herein incorporated by this reference,

AND First Party is developing a movie theater with approximately 150 car parks on property described in EXHIBIT 'B',

AND the property described in EXHIBIT 'A' contains approximately 130 car parks,

AND all parties desire to enter into this Joint Use Parking Agreement,

NOW THEREFORE,

1. The First Party agrees to provide the Second Party with unrestricted, nonexclusive, parking rights to the parking stalls located on the property described in EXHIBIT 'B' during the weekday hours of 5:00 A.M. to 6:00 P.M.
2. The Second Party and the Third Party agree to provide the First Party with unrestricted, nonexclusive, parking rights to the parking stalls located on the property described in EXHIBIT 'A' during the weekday hours of 5:00 P.M. to 2:00 A.M. and during weekends and public holidays.

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3. The First Party agrees to construct at its own expense, a lighted, fenced, pedestrian walkway over the drainage ditch dividing the two properties.
4. The First Party agrees to install signs at all entrances to the property described in EXHIBIT 'A' that read as follows:

NO THEATER PARKING
DURING THE WEEKDAY
HOURS OF 5:00 A.M. to
5:00 P.M. EXCEPT HOLIDAYS.

5. The First Party agrees to inspect the parking lot located on the property described in EXHIBIT 'A' every weekday morning and to remove any theater originated debris.
6. This agreement shall survive any changes in ownership of either property, expiration of any Lease, renegotiation of any Lease, or any change in Lessee of either property, and this Joint Use Parking Agreement shall "run with the land" and any change as described above must be made subject to this agreement. This agreement may be terminated only by the mutual agreement of all parties and the City of Mount Vernon, Washington.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written:

FIRST PARTY: VINE STREET COMMERCIAL PARTNERSHIP

BY: [Signature]
MANAGING PARTNER, J. BRENT MCKINLEY

SECOND PARTY: STATE OF WASHINGTON

BY: [Signature]
TITLE: Richard L. Siegle, Deputy Director for
State Facilities for Keith A. Angier, Director

THIRD PARTY: VINE STREET ASSOCIATES
PROJECT THREE

BY: [Signature]
MANAGING PARTNER, J. BRENT MCKINLEY

Approved as to form
3rd day of Nov. 1983
[Signature]
Assistant Attorney General

BK1518FG0463

STATE OF WASHINGTON)
County of Lewis) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of November, 1983, personally appeared before me J. BRENT MCKINLEY, to me known to be the individual, acting in the capacity of MANAGING PARTNER for VINE STREET COMMERCIAL PARTNERSHIP, described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given, under my hand and official seal this 3rd day of November, 1983.

Jean B. Phillips
Notary Public, in and for the State of Washington, residing at Crofton

STATE OF WASHINGTON)
County of Puget Sound) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 14 day of November, 1983, personally appeared before me RICHARD L. SIEGLE SENIOR DIRECTOR FOR STATE FACILITIES State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute said document.

Given under my hand and official seal this 14th day of November, 1983.

David L. Ober
Notary Public, in and for the State of Washington, residing at Olympia

STATE OF WASHINGTON)
County of Lewis) ss.

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of November, 1983, personally appeared before me J. BRENT MCKINLEY, to me known to be the individual, acting in the capacity of MANAGING PARTNER for VINE STREET ASSOCIATES PROJECT THREE, described in and who executed the within instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given, under my hand and official seal this 3rd day of November, 1983.

Jean B. Phillips
Notary Public, in and for the State of Washington, residing at Crofton

EXHIBIT 'A'

PARCEL 'A':

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Westerly most corner of that certain tract of land conveyed to the Emmanuel Baptist Church of Mount Vernon, a Washington corporation, by deed dated November 15, 1972, and recorded November 20, 1972 as Auditor's File No. 777058; thence South $30^{\circ} 25' 00''$ East along the Southeasterly line of said Church tract a distance of 220.71 feet; thence North $0^{\circ} 16' 12''$ West, parallel to the East line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, a distance of 258.66 feet to a point 10.81 feet South of the Northwesterly line of said Church tract; thence North $89^{\circ} 37' 00''$ West a distance of 15.00 feet to the Northwesterly line of said Church tract; thence South $54^{\circ} 23' 00''$ West along said Northwesterly line a distance of 117.50 feet to the Point of Beginning.

PARCEL 'B':

Tract 3 of Short Plat No. MV-15-81, approved August 31, 1981 and recorded September 1, 1981 as Auditor's File No. 8109010001 in Volume 5 of Short Plats, page 122, records of Skagit County, Washington, being a portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M.; EXCEPT that portion thereof lying Easterly of the following described line: Beginning at a point on the South line of said Tract 3 which lies South $89^{\circ} 37' 00''$ East 240.40 feet from the Southeast corner thereof; thence North $0^{\circ} 16' 12''$ West to a point on the Northeasterly line of said Tract 3, said point also being the most Southerly point of PARCEL 'A' as thereinabove described and the terminus of this line.

EXHIBIT 'B'

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northwest corner of Tract 3 in Short Plat No. MV-15-81, approved August 31, 1981 and recorded September 1, 1981 in Volume 5 of Short Plats, at page 122, under Auditor's File No. 8109010001;
thence South $89^{\circ} 37' 00''$ East 225.40 feet along the North line of said Tract 3 to the Northeast corner thereof;
thence continue South $89^{\circ} 37' 00''$ East 15.00 feet to the East line of that certain tract described in Boundary Line Adjustment Agreement recorded under Auditor's File No. 8203260049;
thence North $0^{\circ} 16' 12''$ West 295.65 feet along said line to the South line of the North 300 feet of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North $89^{\circ} 38' 38''$ West 240.40 feet along said South line to a point that is North $0^{\circ} 16' 12''$ West from the POINT OF BEGINNING;
thence South $0^{\circ} 16' 12''$ East 295.54 feet to the POINT OF BEGINNING.

KATHY HILL
SKAGS

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RECORDED
REQUEST OF
FILED