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Skagit County Auditor

2/21/2008 Page 1 of 21 1:10PM

## COVER SHEET FOR RECORDING

**Return To:** City Of Mount Vernon  
Community and Economic Development  
P.O. Box 809  
Mount Vernon, WA 98273

**DOCUMENT TITLE:** Development Agreement Between the City of Mount Vernon  
and Skagit Valley Publishing for the Skagit Valley Publishing  
Commercial Development

**GRANTORS:** City of Mount Vernon

**GRANTEES:** Skagit Valley Publishing

**ABBREVIATED LEGAL DESCRIPTION:** located within a portion of Section 29,  
Township 34 North, Range 04 East

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S):** P28738 and  
P28212

Upon Recording Please Return To:  
City of Mount Vernon  
PO Box 809  
910 Cleveland Avenue  
Mount Vernon, WA 98273

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF MOUNT VERNON  
AND SKAGIT VALLEY PUBLISHING FOR THE  
SKAGIT VALLEY PUBLISHING COMMERCIAL DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this 14<sup>th</sup> day of November, 2007, by and between the City of Mount Vernon, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and Skagit Valley Publishing Company a corporation organized under the laws of the State of Washington hereinafter the "Developer."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, development agreements can establish project elements, design standards, and mitigation measures (RCW 36.70B.170(3)(a),(c)-(f)); and

WHEREAS, development agreements can address financing questions, including the amount and payment of impact fees, reimbursement provisions, other financial contributions by the Developer, inspection fees, or dedications (RCW 36.70B.170(3)(b)); and



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WHEREAS, this Development Agreement by and between the City of Mount Vernon and the Developer (hereinafter the "Development Agreement"), relates to the development known as the Skagit Valley Publishing Commercial Development, File No. LU07-052 which is located north of Anderson Road, between Cedardale Road to the West and Blodgett Road to the East identified under Skagit County Assessor's parcels numbers P28738 and P28212 (hereinafter the "Property"); and

WHEREAS, the proposed development will generate approximately 58 peak hour trips in the South Mount Vernon concurrency subarea which will require that transportation improvements and/or strategies to accommodate the impacts the development makes are made concurrent with the development under the City's development regulations establishing concurrency standards; and

WHEREAS, the recommended transportation improvements that would be required by the Developer within the City's concurrency ordinance for the number of peak hour trips generated by the Project would result in improvements that would later need to be removed as a result of the City's ongoing construction of its Anderson/LaVenture transportation project; and

WHEREAS, Anderson Road is identified in the City's Transportation Element of the Comprehensive Plan as being a principal arterial road and that the Anderson/LaVenture road project will provide a five lane principal arterial that will connect LaVenture Road to Anderson Road; and

WHEREAS, Mount Vernon's Municipal Code 14.10.060 B allows the City Council to grant a development an exemption from all or any portions of the concurrency LOS requirements upon adopting a finding that the development proposal provides overriding public benefits; and

WHEREAS, the City Council finds that the concurrency requirements for the project described in this Development Agreement shall provide overriding public benefits by modifying the existing concurrency requirements in order to tailor the Developer's improvements with the City's existing Anderson/LaVenture transportation project thereby facilitating adequate phased completion of the Project; and

WHEREAS, the City Council finds that waiver of certain improvements required by the City's concurrency ordinance in consideration for the construction of more than required improvements on Anderson Road and acquisition of additional needed right of way along the south side of the project site provides overriding public benefits to the City and is needed in order to address the health, safety and welfare of the City's residents; and

WHEREAS, the following events have occurred in the processing of the Developer's application:



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a) The Developer's application for building permit was deemed technically complete for processing on June 15, 2007 and notice of application was issued and distributed to all properties adjacent and abutting the project site pursuant to the City's development regulations on June 17, 2007.

b) City's responsible official issued a Mitigated Determination of Non-Significance on July 11, 2007 following a combined notice of application/proposes MDNS for the project in which no appeals were received.

c) After public hearing, by Hearing Examiner's decision dated September 11, 2007, the Hearing Examiner recommended for approval the application for building permit subject to the standards of the Mount Vernon Municipal Code, specific requirements set forth by City staff and the Development Agreement;

d) After a public meeting and closed public hearing, by Resolution No. 750, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

### **General Provisions**

**Section 1. The Project.** The Project is the development and use of the Property, consisting of approximately 8.2 acres in the City of Mount Vernon. The land use permit describes the Project as an approximate 52,800 square foot building that will house a production area, an office area, and a warehouse with the potential of expanding the warehouse another 16,000 square feet with a total of 165 parking spaces to be provided along with driveways, landscaping, road improvements to Anderson Road and right of way dedication to the City.

**Section 2. The Subject Property.** The Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 3. Definitions.** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

A. "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

B. "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.



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C. "Council" means the duly elected legislative body governing the City of Mount Vernon.

D. "Design Guidelines" means the City of Mount Vernon Design Manual, as adopted by the City.

E. "Director" means the City's Community and Economic Development Director or Public Works Director.

F. "Effective Date" means the effective date of the Adopting Resolution.

G. "Existing Land Use Regulations" means the ordinances adopted by the City Council of Mount Vernon in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

H. "Landowner" means the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.

I. "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4.** *Exhibits.* Exhibits to this Agreement are as follows:

- A. Exhibit A – legal description of the Subject Property.
- B. Exhibit B – Map showing proposed Anderson Road improvements titled "Proposed Anderson Road Profile".

**Section 5.** *Parties to Development Agreement.* The parties to this Agreement are:

A. The "City" is the City of Mount Vernon, PO Box 809, 910 Cleveland Avenue, Mount Vernon, WA 98273.

B. The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 1000 East College Way, Mount Vernon, WA 98273, (360) 416-2100.



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C. The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 6.** *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7.** *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force until the expiration of the land use permit granted by the City for the building of the project and provided for under File No. LU07-052; or unless terminated as provided herein. Following termination or expiration, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 8.** *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

**Section 9.** *Permitted Uses and Development Standards.* The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

**Section 10.** *Minor Modifications.* Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

**Section 11.** *Further Discretionary Actions.* Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 12.** This section has been intentionally omitted.



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**Section 13.** *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in Title 3 of the Mount Vernon Municipal Code.

**Section 14.** *Transportation Concurrency.*

A. Condition of Development Approval. The parties acknowledge that the most efficient and economic development of the Subject Property depends on having the rate of development phased so that necessary transportation infrastructure is in place prior to final approval of the development or that the necessary transportation infrastructure is guaranteed to be in place when the development impacts occur by a bonded and enforceable development order should bonding be recommended by the city engineer and approved by the city council in accordance with applicable ordinances.

Therefore, the parties agree that the street improvements identified in subsection B of this section associated with the Project shall be constructed by the Developer and that such improvements are a condition for a determination by the City of concurrency approval and preliminary development approval and that such determination is further conditioned:

- 1) That the necessary street improvements are in place prior to the final approval of the development; or
- 2) That the necessary street improvements are guaranteed to be in place when the development impacts occur by a bonded and enforceable development order, provided that bonding is recommended by the city engineer and approved by the city council in accordance with applicable ordinances.

B. Street Improvements. The parties agree that the required street improvements to meet concurrency approval that are associated with the Project are the building of Anderson Road frontage to fit that segment of the City's Anderson/LaVenture project as a future arterial. The improvements are shown on Exhibit B incorporated herein by the reference and generally described as follows:



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- 1) Construction of full arterial street improvements matching the lines and grades of the City's Anderson/LaVenture project on the North half of the right-of-way centerline for Anderson Road plus at least 6-feet of pavement on the South side of the centerline. This work creates a total pavement width from curb face to South pavement edge of at least 38-feet plus required curbs, gutters and sidewalks on the North side of the road. This section extends from approximately 70-feet East of the center of the intersection of Anderson Road and Cedardale Road to the Easterly side of the Developer's proposed East driveway.
- 2) Construction of a street pavement to transition from the Developer's proposed East driveway Easterly approximately 100-feet to match existing improvements.
- 3) Construction of a pavement structure cross section equivalent to 4-inches of asphalt pavement, 4-inches of asphalt treated base, 6-inches of crushed surfacing top course and gravel borrow sub-base.
- 4) Dedication of right of way without expense to the City, except for that as provided in Section 15, on the North side of Anderson Road to accommodate the described improvements and provide at least 40-feet of right of way from centerline.

**Section 15. Impact Fee Credits and Right of Way Acquisition.**

A. Impact Fee Credits. The Parties hereby acknowledge that the costs for the street improvements in Section 14 B exceed that of the recommended code required improvements. MVMC 10.140 permits the City to issue transportation impact fee credits for those improvements that construct three-quarter street LOS improvements or greater and that credits may be allowed for improvements that are a significant part of the ultimate design LOS at the discretion of the city engineer. As a result of the greater public benefit received by the construction of the street improvement and to offset some costs in order to bring into proportionality of the street improvements requirements for the Developer, the Developer shall be allowed credit for the transportation impact fee that would be paid for this Project in the amount of nine thousand eight hundred and sixty dollars (\$9,860.00).

B. Right of Way Acquisition. The Parties hereby acknowledge that the required land dedication is greater than would be required to build the code recommended frontage improvements and that the needed land dedication is approximately 10,343 square feet of right of way with an estimated value of \$10 per square foot resulting in an approximate value to the City of \$103,430. MVMC 2.95.010 A 1 permits and authorizes the Mayor or his or her designee authority to acquire real property which is part of an approved and funded project included in the city's capital improvement plan, such as the Anderson/LaVenture Project; provided, that the cost of the property is less than \$50,000 and does not exceed by more than 10 percent the fair market value of the property. Upon dedication of all necessary right of way to the City, the City shall pay the Developer twenty thousand one hundred sixty six dollars (\$20,166.00) to offset the estimated greater



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value of the necessary dedication over the code recommended frontage improvements. The City Council hereby determines this amount to be below or at fair market value for acquisition of the right of way.

**Section 16. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Mount Vernon Municipal Code for violations of this Development Agreement and the Code.

**Section 17. Annual Review.** The City may, every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 18. Termination.** This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

B. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement, and submits applications for development of the Property that are inconsistent with such permits and approvals.

C. This Agreement shall terminate upon the expiration of any term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such



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termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any residential dwelling unit, any non-residential building including commercial or industrial uses, and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

**Section 19. Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 20. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 21. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 22. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

**Section 23. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its



Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

**Section 24. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 25. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Planning Director and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 26. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for any actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 27. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Skagit County Superior Court or the U.S. District Court for Western Washington.

**Section 28. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of



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such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 29. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 30. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**OWNER/DEVELOPER:**

By [Signature]  
Print Name: L. STEVEN WOOD  
Title: PUBLISHER

**CITY OF MOUNT VERNON**

By [Signature]  
Bud Norris, Mayor

ATTEST:

By [Signature]  
Alicia D. Hushcka, City Finance Director

APPROVED AS TO FORM:

By [Signature]  
Kevin Rogerson, City Attorney

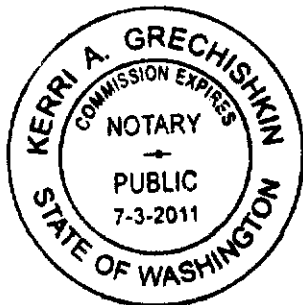


STATE OF Washington }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that BUD NORRIS- is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Mayor of the City of Mount Vernon, a municipal corporation, to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17<sup>th</sup> day of December, 2007.

(SEAL)



Kerri A. Grechishkin  
Notary Public  
Residing at Mount Vernon  
My appointment expires July 3, 2011



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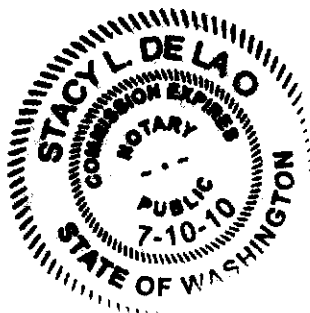
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STATE OF Washington }  
COUNTY OF Skagit } ss.

I certify that I know or have satisfactory evidence that Stedem Wood- is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Publisher of Skagit Valley Publishing Company, a corporation, to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26<sup>th</sup> day of December, 2007.

(SEAL)



Stacy L. De La O  
Notary Public  
Residing at Mount Vernon  
My appointment expires July 10, 2010



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UNOFFICIAL DOCUMENT



## Exhibit A

### Legal Description of Property

The following described real estate, situated in the County of Skagit, State of Washington:

That portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the North line of the County road known as Anderson Road, 387 feet, more or less, East of the West line of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  (said point being the Southeast corner of that certain tract sold on contract to Malcolm B. Keller and Winifred E. Keller, husband and wife, dated February 27, 1953 and recorded March 9, 1953, under Auditor's File No. 485701, records of Skagit County); thence North along the East line of said Keller Tract to the North line of the South 30 rods of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence East along the North line of said South 30 rods to the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ ; thence East along the North line of said South 30 rods to the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  to the West line, produced North of that certain tract conveyed to George E Boynton by Deed dated March 21, 1947, and recorded March 21, 1947, under Auditor's File No. 402255, records of said County; thence South along the West line of said Boynton Tract to the North line of the County road; thence West along the North line of said road to the point of beginning; EXCEPT that portion thereof conveyed to Drainage District No. 17, of Skagit County, Washington by Deed dated February 10, 1941, and recorded February 28, 1941, under Auditor's File No. 335876, record of said County; AND EXCEPT the North 50 feet thereof as conveyed to the Drainage District No. 17 of Skagit County, Washington, by Deed dated November 15, 1949, and recorded November 28, 1949, under Auditor's File No. 438717, records of said County, lying West of that certain ditch right of way conveyed under Auditor's File No. 335876, records of said County, AND EXCEPT the West 130 feet thereof.

That portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 29, Township 34 North, Range 4 East, W.M. described as follows:

Beginning at the intersection of the North line of the County road, known as Anderson Road, and the Westerly line of Blodgett Road as said roads existed on March 21, 1947; thence Northerly along the Westerly line of said Blodgett Road to a point 467.5 feet (measures at right angles) North of the North line of Anderson Road; thence West 412 feet; thence South to the North line of the County road; thence East 524 feet, more or less, to the point of beginning; EXCEPT right of way for drainage ditch conveyed to Drainage District No. 17, of Skagit County, Washington by Deed recorded February 28, 1941 under Auditor's File No. 335876 and ALSO EXCEPT that portion thereof conveyed to the State of Washington by deed recorded June 21, 1971 under Auditor's File No. 754331, records of Skagit County, Washington, AND ALSO EXCEPT any portion thereof lying within the boundaries of the North 30 rods of said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ .

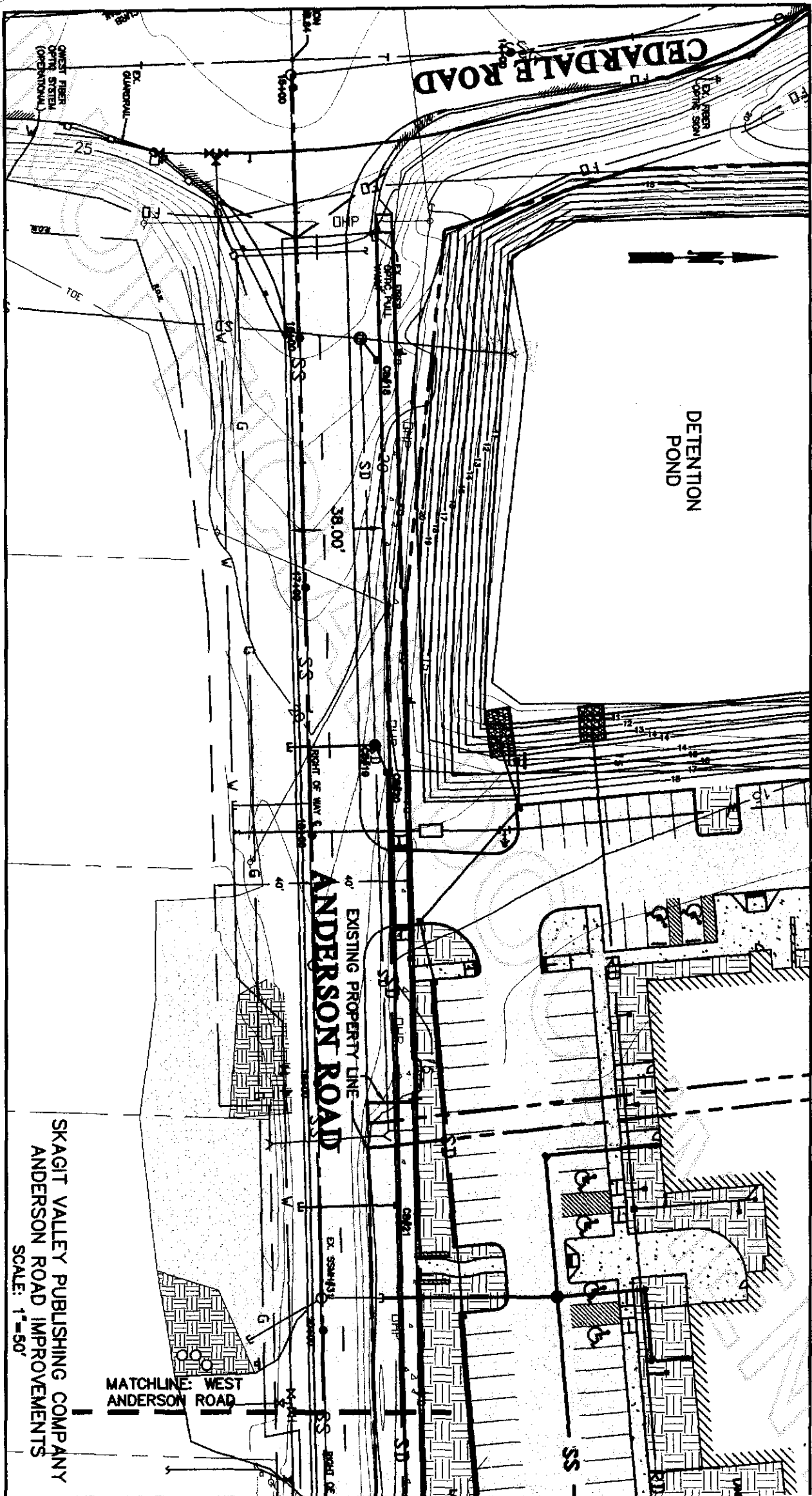




**EXHIBIT B**



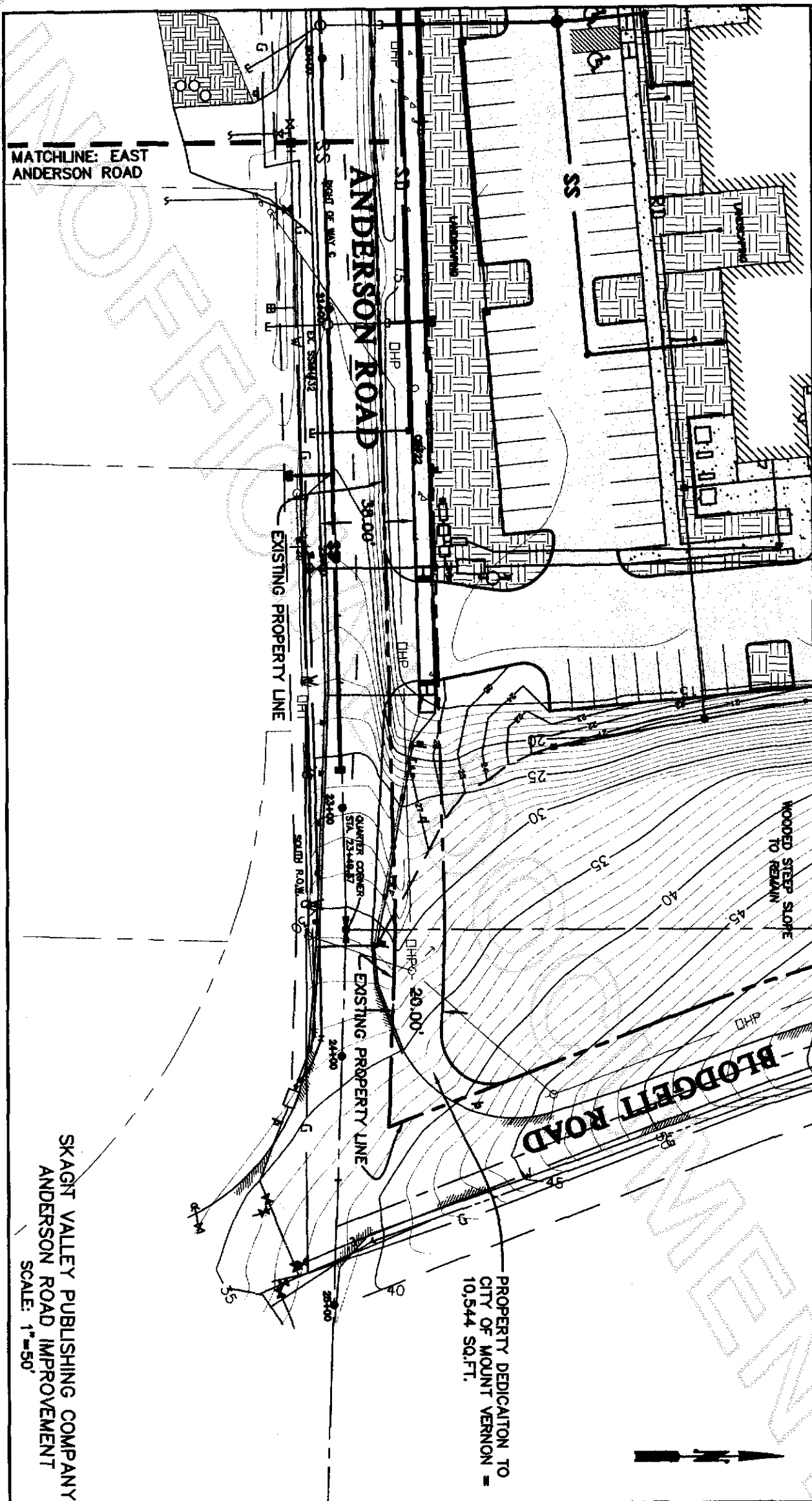
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SKAGIT VALLEY PUBLISHING COMPANY  
 ANDERSON ROAD IMPROVEMENTS  
 SCALE: 1"=50'

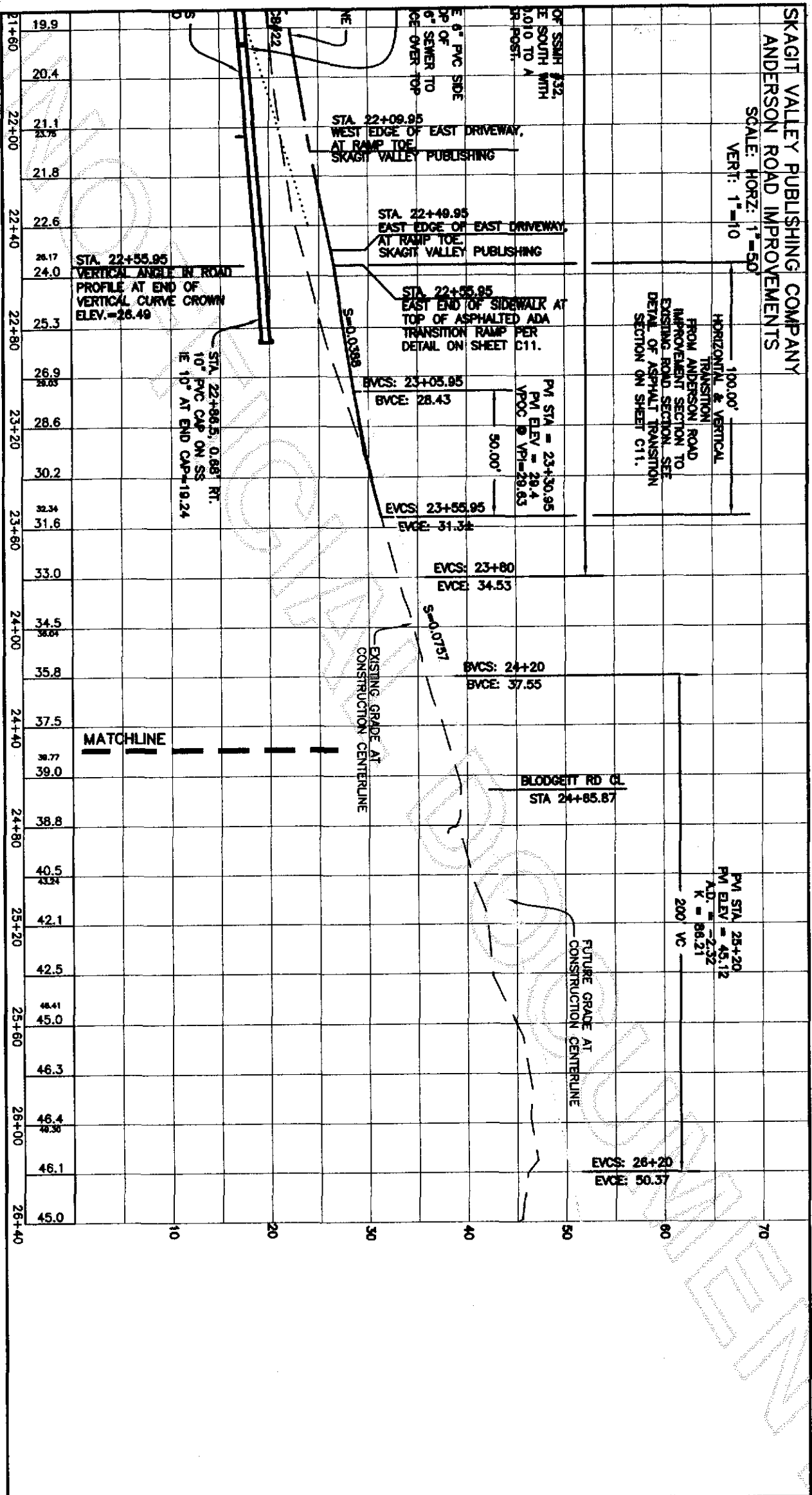


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# SKAGIT VALLEY PUBLISHING COMPANY ANDERSON ROAD IMPROVEMENTS

21+49.88, 31' LT.  
1. STD. GRADE  
LOCATING LID  
21.13  
SD OUT-W=18.13  
SD IN-S=18.13

SCALE: HORIZ. 1"=50'  
VERT: 1"=10'

LOW POINT ELEV.=18.24  
PM STA. 21+40.0  
PM ELEV.=13.33

560' VC

AT 80' UPSTREAM EAST OF SSMH #32,  
INSTALL A 10"x10"x6" TEE SOUTH WITH  
18" LF 6" PVC AT SSMH 0.010 TO A  
CARVED END AND WARMER POST.  
IE 10" TEE=16.86±  
IE 6" TEE=17.13±  
IE 6" CAP=17.31±

PRIOR TO INSTALLING THE 6" PVC SIDE  
SERVICE, ASBUILT THE TOP OF  
EXISTING 8" WATERLINE, 6" SEWER TO  
MAINTAIN 6" OF CLEARANCE OVER TOP  
OF WATERLINE.

PROPOSED GRADE AT  
CONSTRUCTION CENTERLINE

STA. 22+09.95  
WEST EDGE OF EAST DRIVEWAY,  
AT RAMP TOE  
SKAGIT VALLEY PUBLISHING

STA. 22+49.95  
EAST EDGE OF EAST DRIVEWAY,  
AT RAMP TOE  
SKAGIT VALLEY PUBLISHING

STA. 22+55.95  
EAST END OF SIDEWALK AT  
TOP OF ASPHALTED ADA  
TRANSITION RAMP PER  
DETAIL ON SHEET C11.

BVCS: 22+05.95  
BVCE: 28.43

EVCS: 23+55.95  
EVCE: 31.34

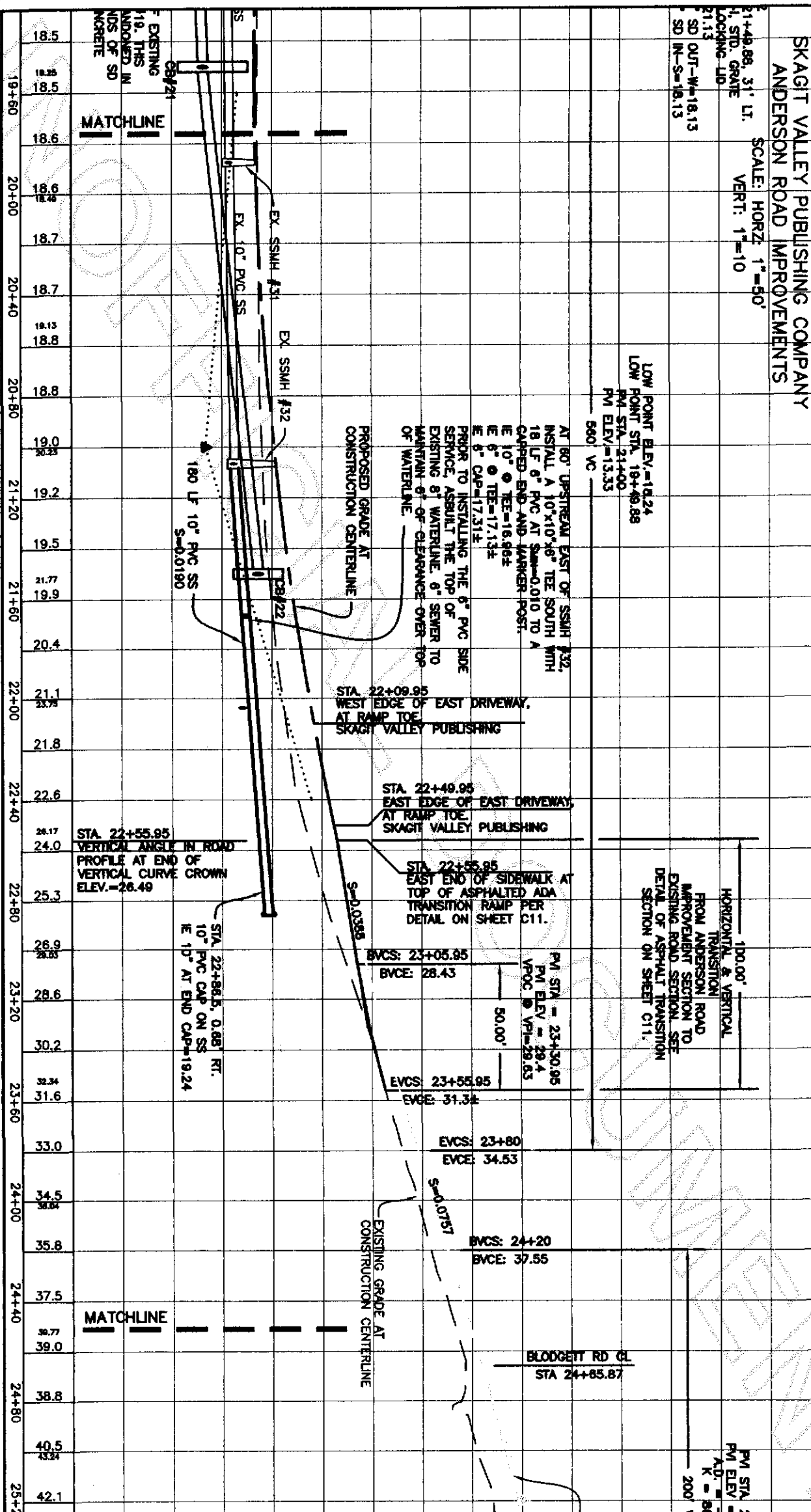
EVCS: 23+80  
EVCE: 34.53

BVCS: 24+20  
BVCE: 37.55

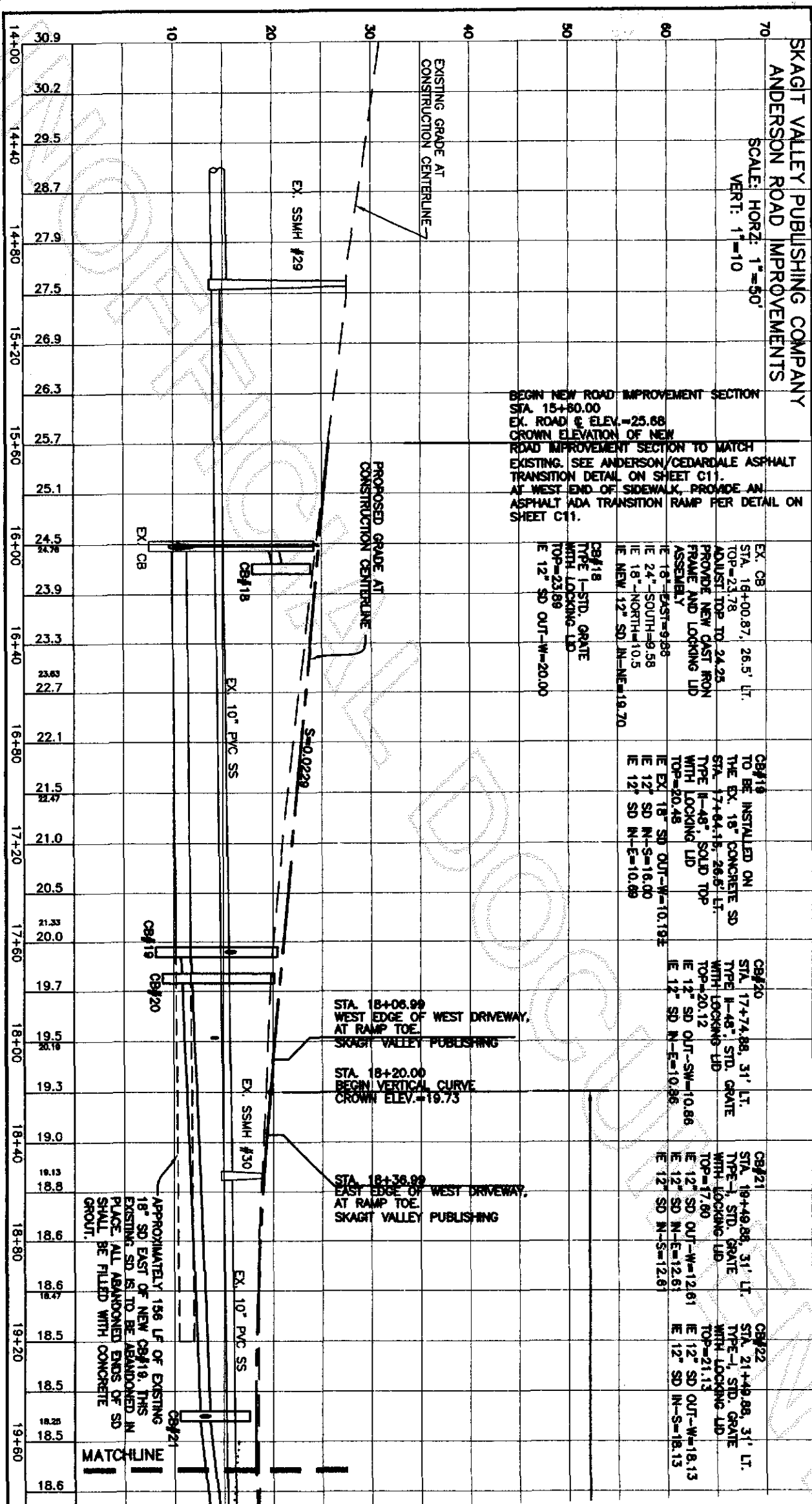
BLODGETT RD CL  
STA 24+85.87

HORIZONTAL & VERTICAL  
TRANSITION  
FROM ANDERSON ROAD  
IMPROVEMENT SECTION TO  
EXISTING ROAD SECTION. SEE  
DETAIL OF ASPHALT TRANSITION  
SECTION ON SHEET C11.

PM STA. 24+85.87  
PM ELEV. = 38.4  
K = 86



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