

AFTER RECORDING RETURN TO:

City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273-0809
Attn: City Attorney



201602120085

Skagit County Auditor \$96.00
2/12/2016 Page 1 of 24 2:36PM

PERMANENT EASEMENT AGREEMENT

Grantor: Commercial Cold Storage Inc., a Washington Corporation.

City: City of Mount Vernon, a Washington Municipal Corporation.

Abbreviated Legal Description: A portion of Government Lot 6 in Section 19, and a portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., Skagit County, Washington.

Complete legal description is set out in attached Exhibits 1 - 4.

Tax Parcel Identification Numbers: Skagit County Assessor's Tax Parcels: P26489, P26531, P26532, P26490, P26491, P26504, and P26505.

This **PERMANENT EASEMENT AGREEMENT** ("Agreement" or "Easement Agreement") is made and entered by and between Commercial Cold Storage Inc., a Washington corporation ("Grantor"), and the City of Mount Vernon, a Washington municipal corporation ("City"). Grantor and City are each a "Party," and together the "Parties" to this Agreement. In consideration of City's payment to Grantor under Section 18 of the Property Rights Acquisition and Settlement Agreement (dated February 4, 2016, on file with the office of the City Clerk) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows. In the event of conflict, the terms of the

51500069.2

-1-

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 12 2016

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

Property Rights Acquisition and Settlement Agreement shall control over the terms of this Agreement.

1. RECITALS.

1.1 **Grantor.** The Grantor is the current owner in fee simple of the real property with a street address of 1011 S. First Street, Mount Vernon, WA and legally described in Exhibit 1 attached hereto and incorporated herein ("Grantor's Property").

1.2 **City Project.** A part of Phase III of the City's Downtown Flood Control Project ("Project") is to be constructed by City with an approximate alignment westerly or riverward of the Grantor's Property. See attached Exhibit 4. The City is acquiring a portion of Grantor's Property for the Project. The Project includes the demolition and removal of certain improvements within the existing and acquired property, including the construction of floodwall components, walkways, retaining structures, underground utilities (including fiber optic systems), installation of backfill, grading, paving, operation and maintenance of the Project, and repair and replacement of the Project.

1.3 **City Acquisition.** In connection with City's construction and installation of the Project, the City is acquiring from the Grantor certain fee simple interests, permanent easements, and temporary construction easements to enable City to construct and install the Project. The Grantor is willing to grant property rights to the City on the terms, conditions and provisions set forth in the Property Rights Acquisition and Settlement Agreement, this Agreement, and other agreements.

1.4 **Fee Simple Interests and Easements.** The Grantor Property subject to City acquisition is described in attached Exhibit 1. The City fee simple acquisition area is described in attached Exhibit 2 ("Fee Acquisition"), and under a separate instrument. This City Permanent Easement area is described in attached Exhibit 3 ("Permanent Easement"). The City's temporary construction easements for initial Project construction are addressed in a separate Temporary Easement Agreement.

2. GRANT OF EASEMENT.

2.1 **General.** The Grantor hereby gives, grants and conveys to the City the Permanent Easement for the benefit of the City's Property and the Project. This Permanent Easement is for the construction, operation and maintenance, and repair and replacement of the Project. City shall access Grantor's Property directly from existing City-owned or controlled property so as to limit interference with Grantor's use and quiet enjoyment of the Grantor Property. The Permanent Easement also includes the City's

right of access to the Fee Acquisition for the construction, operation and maintenance, and repair and replacement of the Project.

2.2 Benefits/Burden to Properties. The benefits and burdens of this Agreement are appurtenant to, and shall run with and benefit, the City Property and shall run with and burden the Grantor Property. This Agreement shall be binding upon the Grantor and the transferees, or successors in interest or assigns of the Grantor for the term hereof, and shall not be extinguished by nonuse or abandonment, or by the transfer, sale or encumbrance of any interest in the properties affected. The Easement shall be enjoyed by the City, its successors, permitted assigns, agents, employees, contractors and subcontractors and their respective employees. Grantor may use the Permanent Easement for access, construction staging and other purposes consistent with the Property Rights Acquisition and Settlement Agreement. Grantor shall not obstruct or place permanent improvements in, on, above or under the Permanent Easement area, other than installation of asphalt paving that may be required to repair or replace then current paving. Before undertaking repair or replacement of paving in the easement area Grantor shall consult with City Engineer.

2.3 Utilities. Without limiting the generality of the foregoing, City acknowledges and agrees that no interruption in utility services to Grantor will be authorized or permitted during City's construction, operation and maintenance, or repair and replacement of the Project, except in the event of an emergency. In the event of an emergency shutdown of any utility service, utility services shall be restored as soon as practicable. Notwithstanding the foregoing, limited, non-emergency interruptions of utility services may be authorized, with Grantor's advance approval, acting reasonably, when an interruption will not interfere with Grantor's operations. Any such interruptions shall be timed to occur during periods when Grantor is not conducting active seafood processing or storage and transfer operations.

3. **WORK STANDARDS.**

3.1 General. Subject to the Temporary Easement Agreement and this Agreement, City's rights under this Agreement include ingress, egress, Project construction, operation and maintenance, and repair and replacement, and other work over, on and below the Permanent Easement required for maintenance of the Project. City acknowledges and agrees that the Permanent Easement is a non-exclusive easement, except during Flood Events, and that Grantor shall have continued use of the Permanent Easement for its normal business activities during all other times. City and Grantor shall work together to minimize any disruptions to Grantor's operations.

3.2 Flood Events. Upon the declaration of an emergency under RCW 38.52.070 or other statutory authorization by the City's Mayor (or other head of City

government), or by other public official with authority, the City may immediately proceed to enter onto the paved portions of the Grantor's Property for access to the Permanent Easement, and onto the Permanent Easement to install necessary Project components for flood fighting (e.g., frames and stop logs). During such events, City may exclude all persons from the Permanent Easement. City shall give Grantor as much advance notice as practicable of the exercise of its rights under this Section 3.2. Following the emergency and proclamation by the Mayor (or other executive head of City government) or other public official terminating the same, the City shall promptly remove the Project flood fighting components and any flood debris that may have built up within the Permanent Easement. City shall restore the Permanent Easement, and paved areas of CCS' property used to access the Permanent Easement, to the approximate condition that existed prior to the emergency.

3.3 Operation and Testing of Flood Fighting Components. City shall provide Grantor at least five working days' advance notice of the need to install necessary Project components, such as stop logs and stop logs supports for testing of flood fighting components. City shall provide an estimate of the time needed to conduct such testing. Grantor shall provide City with available times during which City may conduct such testing for the period set forth in the notice. Such testing shall be conducted no more than annually, unless required by applicable regulatory authorities.

3.4 Food Processing. During periods when the Grantor is conducting food processing on Grantor's Property, City shall take reasonable measures in exercising its rights under this Agreement to mitigate the risk of contamination of seafood being processed by Grantor and to meet regulatory standards. City shall comply with all reasonable standards in order that Grantor can meet its FDA and other regulatory requirements. Consistent with the Property Rights Acquisition and Settlement Agreement, and Section 5 of this Agreement, City shall indemnify and hold harmless CCS, its officers, directors and shareholders from and against any claims arising from contamination of seafood being processed by CCS arising from City's operation, maintenance, repair and replacement of such Project improvements.

3.5 Utility Lines. The City shall remove and re-locate at its cost all water, sanitary and storm sewer lines, underground electric and telephone lines, and other underground utilities that service the Grantor Property to the extent such lines must be removed or re-located for purposes of the Project. City acknowledges that Grantor must continue to have storm water disposal access to the Skagit River and/or public stormwater facilities following completion of the Project. Any such removal and relocation of utilities shall be completed by the City in a manner that will prevent any interruptions to Grantor's business activities, and if necessary, temporary lines will be installed to ensure continued, lawful operation of Grantor's business pending the installation of new permanent underground lines. The City shall re-locate, if necessary,

Grantor's oil water separator and associated underground sewer lines located at the south end of the Grantor Property. City shall not damage any overhead piping used by Grantor to convey ammonia or other materials, and such lines will be immediately repaired or, if necessary, relocated at City's cost, to enable completion of the Project. Consistent with the Property Rights Acquisition and Settlement Agreement, and Section 5 of this Agreement, City shall indemnify and hold harmless CCS, its officers, directors and shareholders against any claims arising from damage to overhead piping used by Grantor to convey ammonia or other materials arising from City's operation, maintenance, repair and replacement of such Project improvements.

3.6 Preventing Trespass. During the term of this Agreement (and following completion of the Project), City shall erect appropriate (subject to compliance with City Development Regulations) signage warning members of the public using the walkway along the Skagit River or other City owned property against trespassing onto the property of Grantor. City represents that it has no current plans to extend the City trail over the City Fee Acquisition; however, City may permit public use of Fee Acquisition Area A immediately west of the parking lot area described in Exhibit D to the Lease Agreement filed under Skagit County Auditor Number 200511040141. City agrees to explore cooperatively other Project design features with Grantor that may minimize the risks posed by potential trespassers onto Grantor's Property, including, but not necessarily limited to, physical barriers to prevent or discourage entry onto Grantor's Property. Any decision regarding changes in design features to minimize these risks shall rest with the City.

3.7 No Lien Claims. The City covenants that all work to be performed, and all rights exercised under the Easement by the City, shall be completed in a careful and workman-like manner. The City shall promptly pay all laborers, mechanics, subcontractors, material suppliers and other persons who supply the City with labor, materials, and professional services for the performance of the work authorized by this Agreement. The City shall not allow any claims or liens to attach to, or encumber, the Grantor Property as a result of the City's work, actions or activities. Should a lien be filed, City will take immediate steps to remove it, or bond it off.

3.8 Compliance with Law and the Provisions of the Property Rights Acquisition and Settlement Agreement. The City shall at all times abide by the requirements of all statutes, orders, rules, regulations and other laws applicable to its construction, installation and maintenance of the Project, as well as the terms of the Property Rights Acquisition and Settlement Agreement.

4. TITLE. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by the Grantor affecting the Grantor Property. The Grantor does not warrant title to the Grantor Property and the Grantor shall not be

liable for defects thereto or failure thereof; however, the Grantor warrants that it is the fee simple owner of the Grantor Property, and has full authority to grant the Easement and the rights set forth in this Easement Agreement.

5. **INDEMNITY.** The City shall indemnify, defend, and hold the Grantor its stockholders, employees and agents ("Grantor Indemnified Parties") harmless from and against any and all claims, losses, liabilities, damages, and expenses directly resulting from the use of the Easement or any other portion of the Grantor Property by the City, or its servants, agents, employees, contractors, licensees, or invitees, which may be incurred or asserted against the Grantor Indemnified Parties, and against any liens demanded by any person or entity for non-payment of any sum payable by the City. As part of this indemnification obligation, the City shall correct and repair any defects, deficiencies or damage which are proximately caused by the acts and undertakings of the City, its agents, employees or contractors upon the Grantor Property, and shall restore the Grantor Property to as good a condition as existed as of the commencement of the applicable City work under this Easement Agreement. The City's indemnification, restoration and repair obligations under this Section 5: (i) shall not apply to any defects, deficiencies or damage which preexisted the entry by the City onto the Grantor Property, and (ii) shall not apply to any defects, deficiencies or damage which are not proximately caused by the acts and undertakings of the City, its agents, employees or contractors upon the Grantor Property, and (iii) shall survive the expiration of the Easement and shall expire and be of no further force or effect on the fifth anniversary of the date of completion of the applicable City work.

6. **MISCELLANEOUS.**

6.1 **Assignment.** The Easement and the other rights and benefits granted pursuant to the terms of this Easement Agreement shall be assignable by the City to any governmental entity with the consent of Grantor, such consent not to be unreasonably withheld or delayed. The same standards applicable to CCS' consent to assignment set out in the Property Rights Acquisition and Settlement Agreement shall apply to any assignment by City of its rights under this Easement Agreement.

6.2 **Captions.** The captions and paragraphs headings contained in this Easement Agreement are for convenience and reference purposes only and in no way define, describe, extend or limit the scope or intent of this Easement Agreement, nor the intent of any provision hereof.

6.3 **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Easement Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

6.4 Notices.

6.4.1 All notices, requests, demands and other communications of any type authorized by, or required under, this Easement Agreement shall be in writing and shall be, either: (i) personally delivered to the person to whom the notice is directed by personal delivery with a receipt requested therefore; or (ii) sent by a recognized overnight or "next-day" service for the next day delivery; or (iii) sent by United States mail, certified mail, return receipt requested, postage prepaid and addressed as provided below:

If to the Grantor:

Commercial Cold Storage
1011 S. First Street
Mount Vernon, WA 98273-1167
Attn: Gary Thor

With a copy to:

Robert J. Rauch, Esq.
1159 Chuckanut Ridge Drive
Bow, WA 98232

If to the City:

City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273-0809
Attn: Public Works Director

With a copy to:

Office of the City Attorney
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273-0809
Attn: City Attorney

6.4.2 The person and address to which the notices are to be given may be changed at any time by either Party upon written notice to the other Party. All notices given pursuant to this Easement Agreement shall be deemed given upon receipt.

6.4.3 For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) any notice by personal delivery shall be deemed effective and received on the date of actual receipt of the notice or other

document by the person or entity specified pursuant to this paragraph; and (ii) any notice given by certified U.S. mail will be deemed effective and received on the third (3rd) business day after deposit in the U.S. mail, in the manner required herein; and (iii) any notice by a courier delivery service providing overnight or "next-day" delivery, will be deemed effective and received on the next business day after the deposit with such service, addressed as provided herein.

6.5 Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Easement Agreement, the Parties shall be entitled to seek any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by an arbitrator or by a court of appropriate jurisdiction.

6.6 Amendments. It is hereby mutually agreed and understood that any addition, variation, or modification to this Easement Agreement shall be void and ineffective unless in writing and signed by the Parties hereto or their successors in interest.

6.7 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Washington.

6.8 Authority. Each person signing this Agreement on behalf of a Party represents and warrants that he or she has full power and authority to bind such Party.

6.9 Counterparts. This Easement Agreement may be executed in two or more counterparts, each of which shall be deemed an original. All such counterparts together shall constitute one and the same Agreement. The signature and acknowledgement pages from each of the counterparts may be assembled together to form a single instrument comprised of all pages of this Easement Agreement and a complete set of all signature and acknowledgement pages.

7. EFFECTIVE DATE. This Agreement shall take effect and be in force on the Effective Date of the Property Rights Acquisition and Settlement Agreement dated February 4, 2016.

(Signatures follow)

UNOFFICIAL DOCUMENT

IN WITNESS WHEREOF, this Permanent Easement Agreement is executed by the Parties, intending to be legally bound, as of the Effective Date of the Property Rights Acquisition and Settlement Agreement between Grantor and City dated February 4, 2016.

THE GRANTOR:

Commercial Cold Storage, Inc.

By: [Signature]
Name: REIDAE LINES
Title: CHAIRMAN
Date: 2/04/16

THE CITY:

City of Mount Vernon

By: [Signature]
Name: JOE BAUMAN
Title: MAYOR
Date: 2/4/16

STATE OF WASHINGTON

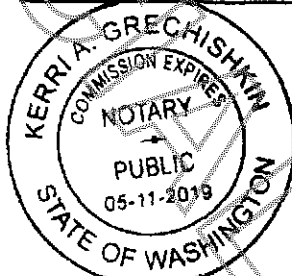
COUNTY OF SKAGIT

ss.

On this 4th day of February, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Reidar Tynes, to me known to be the Chairman of COMMERCIAL COLD STORAGE, Inc., a Washington corporation, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and on oath stated that he/she was authorized to execute said instrument.

Dated this 4th day of February, 2016.

[SEAL]



Kerri A. Grechishkin
Notary Public
In and For the State of Washington
Residing at Mount Vernon
My Commission Expires: 5/11/2019

STATE OF WASHINGTON

COUNTY OF SKAGIT

ss.

On this 4th day of February, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jill Boudreau, to me known to be the Mayor of the CITY OF MOUNT VERNON, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

Dated this 4th day of February, 2016.

[SEAL]



Kerri A. Grechishkin
Notary Public
In and For the State of Washington
Residing at Mount Vernon
My Commission Expires: 5/11/2019

EXHIBIT 1: THE GRANTOR PROPERTY

Property located in Skagit County, Washington, Assessors Tax Parcels P26489, P26531, P26532, P26490, P26491, P26504 and P26505, described as follows.

Parcel A:

That portion of Government Lot 6 in Section 19 and of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street as shown fronting on Blocks 8 and 9 in "Riverside Addition to the Town of Mount Vernon", according to the plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington, produced West and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street a distance of 633.48 feet to an angle point in said Street line; thence South 52 degrees 07' West along the Westerly line of said First Street a distance of 56.68 feet to the true point of beginning; thence South 55 degrees 04' West along the Westerly line of First Street a distance of 8.47 feet; thence South 51 degrees 49' West along the Westerly line of First Street a distance of 34.84 feet; thence South 72 degrees 09' West a distance of 57.31 feet; thence South 89 degrees 06' West a distance of 51.48 feet; thence North 70 degrees 00' West a distance of 326 feet, more or less to the bank of Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East a distance 375 feet, more or less, to the true point of beginning.

Parcel B:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 in Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street, as shown fronting on Blocks 8 and 9 in "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", produced West, and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street 343.34 feet to the true point of beginning; thence South 20 degrees 00' West along the Westerly line of said First Street 290.14 feet to an angle point in said street line; thence South 52 degrees 07' West along the Westerly line of said First Street, 56.68 feet; thence North 70 degrees 00' West 375 feet, more or less, to the bank of the Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East 285 feet, more or less, to the true point of beginning

Parcel C:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 of Section 19, Township 34 North, Range 4 East, W.M., in Skagit County, Washington, described as follows:

Beginning at a point on the West line of First Street, 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", as per plat recorded in Volume 3 of Plats, page 24, and 75 feet Northerly, as measured along said West line, from its intersection with the North line of Snoqualmie Street if the same were extended, said point being the Northeast corner of that certain tract conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by Deed recorded under Auditor's File No. 518834; thence South 20 degrees 00' West, along the Westerly line of First Street, 478.34 feet, more or less, to the Northeast corner of that certain tract of land described in Contract of Sale in favor of Skagit Investors, a general partnership, recorded under Auditor's File No. 8009040009; thence North 70 degrees 00' West, along the North line of said Skagit Investors tract, 285 feet, more or less to the bank of the Skagit River; thence Northerly, along the said river bank, to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly, along said line to the Point of Beginning.

Parcel D:

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Commencing 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", according to the Plat thereof recorded in Volume 3 of Plats, Page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of First Street; thence Northerly along the West line of said First Street, 75 feet to the Northeast corner of that certain tract of land conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by deed recorded under Auditor's File No. 518834, records of Skagit County, Washington, and the true point of beginning; thence continuing Northerly along the West line of First Street, to a point 85 feet Northerly of the intersection of said West line of First Street with the North line of Broadway, if extended Westerly; thence Westerly, at right angles, to the Skagit River; thence Southerly along said river to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly along said line to the true point of beginning.

EXHIBIT 2: THE CITY FEE ACQUISITION AREA

LEGAL DESCRIPTION FOR FEE ACQUISITION

That portion of the below described **Parcels A, B, C, and D** being a part of the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 (Government Lot 6) of Section 19, and the Northwest 1/4 of the Northeast 1/4 of Section 30, all in Township 34 North, Range 4 East, W.M., more particularly described as follows:

A portion of the below described **Parcel D** lying Northerly and Westerly of the following described line:

Commencing at a point on the West line of First Street, being the intersection of the West line of First Street with the North line of Snoqualmie Street extended Westerly, according to the plat of "Riverside Addition to the Town of Mount Vernon", recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington; Thence North $21^{\circ}31'26''$ East, for a distance of 435.25 feet along said West line of First Street to the Easterly corner of the below described **Parcel D**; Thence North $68^{\circ}28'34''$ West along the Northerly line of said **Parcel D**, for a distance of 90.25 feet to the **Point of Beginning** of herein described line; Thence South $21^{\circ}26'50''$ West, for a distance of 384.95 feet, to a point hereinafter referred to as "**Point A**"; Thence North $88^{\circ}02'54''$ West, for a distance of 90 feet, more or less, to the bank of the Skagit River and the **Terminus** of herein described line.

Containing 22,212 square feet, more or less.

Together with that portion of the below described **Parcels A, B, and C** lying Westerly of the following described line:

Commencing at said "**Point A**" of the above described line; Thence South $42^{\circ}30'53''$ West, for a distance of 364.52 feet to the **Point of Beginning**; Thence the following courses and distances; South $36^{\circ}16'00''$ West, 85.60 feet; South $47^{\circ}54'40''$ West, 45.96 feet; South $36^{\circ}34'19''$ West, 152.05 feet; South $33^{\circ}37'35''$ West, 179.73 feet; South $30^{\circ}24'54''$ West, 99.89 feet to a point on the South line of the below described **Parcel A** and the **Terminus** of herein described line. This described area is bound on the North by a line that bears North $53^{\circ}44'00''$ West from said **Point of Beginning** to the Bank of the Skagit River and on the South by the Southerly line of said **Parcel A** bearing North $68^{\circ}28'34''$ West to said river bank.

Containing 34,156 square feet, more or less.

Situate in Skagit County, Washington

Parcel A, B, C, and D descriptions per Schedule "C"
Guardian Northwest Title and Escrow Commitment No. 107152

Parcel A:

That portion of Government Lot 6 in Section 19 and of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street as shown fronting on Blocks 8 and 9 in "Riverside Addition to the Town of Mount Vernon", according to the plat recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington, produced West and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street a distance of 633.48 feet to an angle point in said Street line; thence South 52 degrees 07' West along the Westerly line of said First Street a distance of 56.68 feet to the true point of beginning; thence South 55 degrees 04' West along the Westerly line of First Street a distance of 8.47 feet; thence South 51 degrees 49' West along the Westerly line of First Street a distance of 34.84 feet; thence South 72 degrees 09' West a distance of 57.31 feet; thence South 89 degrees 06' West a distance of 51.48 feet; thence North 70 degrees 00' West a distance of 326 feet, more or less to the bank of Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East a distance 375 feet, more or less, to the true point of beginning.

Parcel B:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 in Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the South line of Snoqualmie Street, as shown fronting on Blocks 8 and 9 in "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", produced West, and the Westerly line of First Street as established in the City of Mount Vernon, Washington; thence South 20 degrees 00' West along the Westerly line of said First Street 343.34 feet to the true point of beginning; thence South 20 degrees 00' West along the Westerly line of said First Street 290.14 feet to an angle point in said street line; thence South 52 degrees 07' West along the Westerly line of said First Street, 56.68 feet; thence North 70 degrees 00' West 375 feet, more or less, to the bank of the Skagit River; thence Northeasterly along said river bank to a point which bears North 70 degrees 00' West from the true point of beginning; thence South 70 degrees 00' East 285 feet, more or less, to the true point of beginning.

Parcel C:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 of Section 19, Township 34 North, Range 4 East, W.M., in Skagit County, Washington, described as follows:

Beginning at a point on the West line of First Street, 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", as per plat recorded in Volume 3 of Plats, page 24, and 75 feet Northerly, as measured along said West line, from its intersection with the North line of Snoqualmie Street if the same were extended, said point being the Northeast corner of that certain tract conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by Deed recorded under Auditor's File No. 518834; thence South 20 degrees 00' West, along the Westerly line of First Street, 478.34 feet, more or less, to the Northeast corner of that certain tract of land described in Contract of Sale in favor of Skagit Investors, a general partnership, recorded under Auditor's File No. 8009040009; thence North 70 degrees 00' West, along the North line of said Skagit Investors tract, 285 feet, more or less to the bank of the Skagit River; thence Northerly, along the said river bank, to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly, along said line to the Point of Beginning.

Parcel D:

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 34 North, Range 4 East, W.M., described as follows:

Commencing 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", according to the Plat thereof recorded in Volume 3 of Plats, Page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of First Street; thence Northerly along the West line of said First Street, 75 feet to the Northeast corner of that certain tract of land conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by deed recorded under Auditor's File No. 518834, records of Skagit County, Washington, and the true point of beginning; thence continuing Northerly along the West line of First Street, to a point 85 feet Northerly of the intersection of said West line of First Street with the North line of Broadway, if extended Westerly; thence Westerly, at right angles, to the Skagit River; thence Southerly along said river to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly along said line to the true point of beginning.

Prepared by Larry Steele & Associates, Inc.
1334 King Street, Ste. 1
Bellingham WA 98229
360-676-9350
Job #03314.2
December 18, 2015



1/27/16

EXHIBIT 3: THE CITY PERMANENT EASEMENT AREA

LEGAL DESCRIPTION FOR PERMANENT EASEMENT

That portion of the below described **Parcels C and D** being a part of the Southeast 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 (Government Lot 6) of Section 19, Township 34 North, Range 4 East, W.M., more particularly described as follows:

Commencing at a point on the West line of First Street, being the intersection of the West line of First Street with the North line of Snoqualmie Street extended Westerly, according to the plat of "Riverside Addition to the Town of Mount Vernon", recorded in Volume 3 of Plats, page 24, records of Skagit County, Washington; Thence North 21°31'26" East, a distance of 435.25 feet along said West line of First Street to the Easterly corner of the below described **Parcel D**; Thence North 68°28'34" West along the Northerly line of said **Parcel D**, for a distance of 84.25 feet to the **Point of Beginning**; Thence South 21°26'50" West, for a distance of 382.82 feet; Thence North 88°00'12" West, for a distance of 6.36 feet, to a point hereinafter referred to as "**Point A**"; Thence North 21°26'50" East, for a distance of 384.94 feet to the north line of said **Parcel D**; Thence South 68°28'34" East, for a distance of 6.00 feet, to the **Point of Beginning**.

Containing 2,303 square feet, more or less.

Together with a portion of said **Parcel C and D** lying Northerly and Westerly of the following described line:

Beginning at said "**Point A**" of the above described line; Thence the following courses and distances; South 21°26'51" West, 12.88 feet; South 66°20'19" West, 46.14 feet; South 43°38'59" West, 115.72 feet; South 36°14'11" West, 20.08 feet; North 68°57'30" West, 1.52 feet; North 21°31'51" East, 0.17 feet; North 68°28'09" West, 0.50 feet; South 21°31'51" West, 7.90 feet; South 36°16'00" West, 15.23 feet; North 70°47'21" West, 5.50 feet; North 21°16'35" East, 0.41 feet; North 75°47'25" West, 0.80 feet; South 12°12'10" West, 0.34 feet; South 21°22'52" West, 23.22 feet; South 36°16'00" West, 20.15 feet; North 68°27'19" West, 2.31 feet; South 21°05'33" West, 8.61 feet; South 36°16'41" West, 98.61 feet; Thence North 53°44'00" West, for a distance of 49 feet, more or less, to the bank of the Skagit River and the **Terminus** of herein described line. This described area is bounded on the North by a line that runs from the above said "**Point A**" North 88°00'12" West, for a distance of 15.90 feet; Thence North 88°03'29" West, for a distance of 74 feet, more or less, to said river bank.

Containing 16,524 square feet, more or less.

Situate in Skagit County, Washington

Parcel C and D descriptions per Schedule "C"
Guardian Northwest Title and Escrow Commitment No. 107152

Parcel C:

That portion of the Southeast 1/4 of the Southeast 1/4 and of Government Lot 6 of Section 19, Township 34 North, Range 4 East, W.M., in Skagit County, Washington, described as follows:

Beginning at a point on the West line of First Street, 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", as per plat recorded in Volume 3 of Plats, page 24, and 75 feet Northerly, as measured along said West line, from its intersection with the North line of Snoqualmie Street if the same were extended, said point being the Northeast corner of that certain tract conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by Deed recorded under Auditor's File No. 518834; thence South 20 degrees 00' West, along the Westerly line of First Street, 478.34 feet, more or less, to the Northeast corner of that certain tract of land described in Contract of Sale in favor of Skagit Investors, a general partnership, recorded under Auditor's File No. 8009040009; thence North 70 degrees 00' West, along the North line of said Skagit Investors tract, 285 feet, more or less to the bank of the Skagit River; thence Northerly, along the said river bank, to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly, along said line to the Point of Beginning.

Parcel D:

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 34 North, Range 4 East, W.M., described as follows:

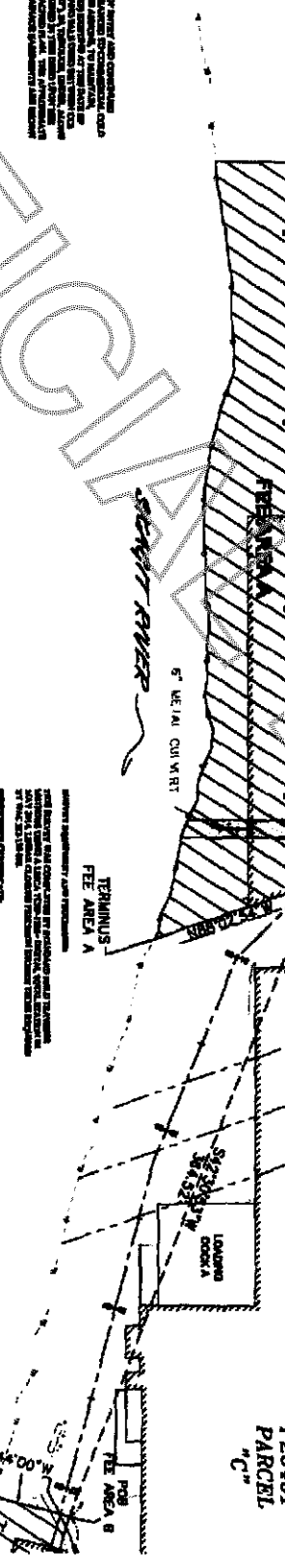
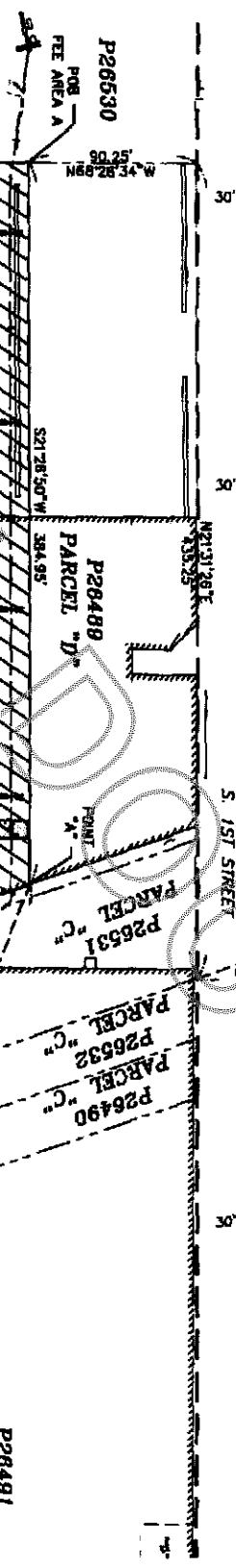
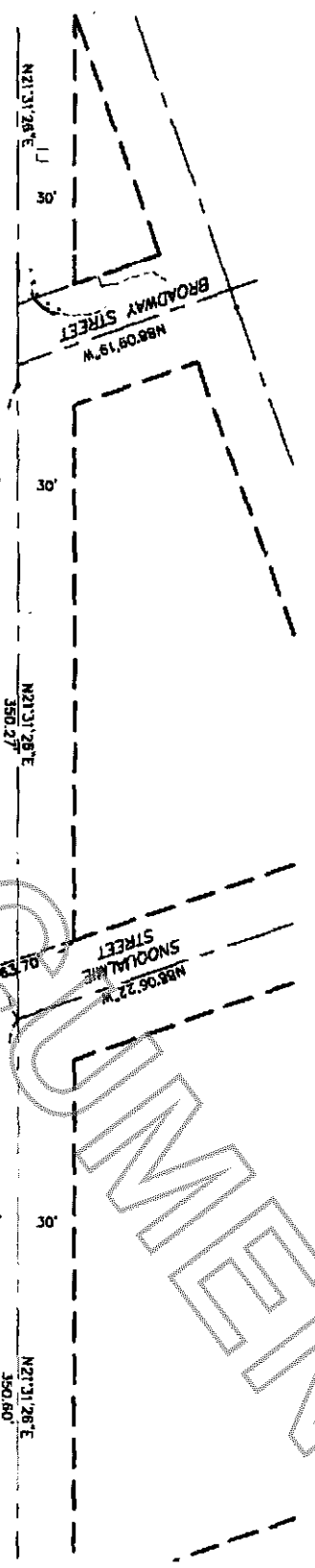
Commencing 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", according to the Plat thereof recorded in Volume 3 of Plats, Page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of First Street; thence Northerly along the West line of said First Street, 75 feet to the Northeast corner of that certain tract of land conveyed to Stokely-Van Camp, Inc., an Indiana corporation, by deed recorded under Auditor's File No. 518834, records of Skagit County, Washington, and the true point of beginning; thence continuing Northerly along the West line of First Street, to a point 85 feet Northerly of the intersection of said West line of First Street with the North line of Broadway, if extended Westerly; thence Westerly, at right angles, to the Skagit River; thence Southerly along said river to intersect a line 75 feet Northerly of and parallel with the North line of Snoqualmie Street, if the same were extended Westerly; thence Easterly along said line to the true point of beginning.

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1334 King Street, Ste. 1
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Job #03314.2
January 26, 2016



1/26/16

EXHIBIT 4: PROJECT ALIGNMENT GRAPHIC



NOTES:
1. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.
2. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.
3. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.

LEGEND
1. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.
2. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.
3. THE CITY OF CLEVELAND HAS REVIEWED THIS MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF CLEVELAND ZONING ORDINANCE AND THE CITY OF CLEVELAND SUBDIVISION MAP ACT.

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	1/1/19	1/1/19
2	FINAL PLAN	1/1/19	1/1/19
3	REVISION	1/1/19	1/1/19
4	REVISION	1/1/19	1/1/19
5	REVISION	1/1/19	1/1/19
6	REVISION	1/1/19	1/1/19
7	REVISION	1/1/19	1/1/19
8	REVISION	1/1/19	1/1/19
9	REVISION	1/1/19	1/1/19
10	REVISION	1/1/19	1/1/19

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