

UNRECORDED

AFTER RECORDING RETURN TO:

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



201602120086

Skagit County Auditor

\$102.00

2/12/2016 Page

1 of

30 2:36PM

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**TEMPORARY 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 Exhibit A.

**Tax Parcel Identification Numbers:** Skagit County Assessor's Tax Parcels; P26489, P26531, P26532, P26490, P26491, P26504 And P26505

**This TEMPORARY EASEMENT AGREEMENT ("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 Easement Agreement. In consideration of the property rights acquisition payment made to Grantor under Section 18 of the Property Rights Acquisition and Settlement Agreement dated February 4, 2016, and on file with the Office of the City Clerk, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties, intending to be legally bound, agree as follows.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

-1-

51500073 3

FEB 12 2016

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

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In the event of conflict, the terms of the Property Rights Acquisition and Settlement Agreement shall control over the terms of this Easement 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. The City's Downtown Flood Control Project ("Project") is to be constructed by City (including through City contractors and subcontractors) with an approximate alignment westerly or riverward of the Grantor's Property. See attached Exhibit 5. The City is acquiring a portion of Grantor's Property for the Project. The Project is part of Phase III of the City's Downtown Flood Control Project and includes the demolition and removal of certain improvements within the existing and acquired property, construction work, including the construction of floodwall components, walkways, retaining structures, underground utilities, and the installation of backfill, paving, etc., within these areas.

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 property interests, permanent easements and temporary construction easements to construct and install the Project, including such access across the Grantor's Property as is necessary in connection with City's work. 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 Easement Agreement, and other agreements.

1.4 Fee Simple Interests and Easements. The Grantor's Property subject to City's acquisition is described in the attached Exhibit 1. The fee simple acquisition area is described in attached Exhibit 2 ("Fee Acquisition"), and under separate instrument. The City permanent easement acquisition area is described in attached Exhibit 3 ("City Permanent Easement"), and under a separate instrument. The City temporary construction easement areas are described in attached Exhibits 4A, 4B, 4C and 4D (collectively, the "TCEs").

2. Grant of Easement.

2.1 General. The Grantor hereby gives, grants and conveys to the City the TCEs for the benefit of the City's Property and the Project, and for the construction and installation 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's Property.

2.2 Benefit/Burden to Properties. The benefits and burdens of this Easement Agreement are appurtenant to, and shall run with and benefit, the City Property and shall run with and burden the Grantor's Property. This Easement 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 the transfer, sale or encumbrance of any interest in the properties affected. Provided however, the Easement is temporary in nature, and the Easement is only required for the time period specified in the individual TCEs. Accordingly, the Easement shall be enjoyed by the City, its successors, assigns, agents, employees, contractors and subcontractors and their respective employees during the time the Project is under construction and shall terminate as specified in the individual TCEs, or at such earlier time as may be specified in the Property Rights Acquisition and Settlement Agreement.

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 construction of the Project, except in the event of an emergency. In the event of an emergency shutdown of any utility services, utility service 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 substantially 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. Duration of the City TCEs.

3.1 General. Except as otherwise provided herein, and subject to the Force Majeure provisions of the Property Rights Acquisition and Settlement Agreement, the term of the City TCEs shall commence on the Construction Commencement Date (as hereinafter defined) and shall terminate as specified in the individual TCEs (the "TCE Term"). In the event the Project is completed or terminated before the end of the TCE Term, the City TCEs shall terminate upon Project completion or termination.

3.2 Construction Commencement Date. The "Construction Commencement Date" is the date on which the City's contractor mobilizes for construction of the Project, which date shall be no earlier than the date on which Grantor has completed the construction of the new dry storage building, pursuant to the terms of the Property Rights and Acquisition and Settlement Agreement. Except as otherwise provided herein, City shall provide Grantor written notice not less than ninety (90) days prior to the Construction Commencement Date.

3.3 TCE Area A – North Parking Lot. TCE Area A is specifically described in attached Exhibit 4A. The term of the temporary easement covering TCE

Area A shall commence March 1, 2017, unless CCS has failed to complete the CCS Work (as defined in the Property Rights Acquisition and Settlement Agreement) by December 1, 2016 in which case the term of TCE Area A shall commence on January 1, 2017. The term of the easement covering TCE Area A shall end when City has approved final installation of backfill, compaction, paving and restriping of the north parking lot, as set forth in Sections 15 and 16 of the Property Rights Acquisition and Settlement Agreement. Use of TCE Area A is to provide City with access for construction of the Project and potentially access to demolish the existing dry storage warehouse building if CCS fails to complete such demolition by December 1, 2016, per the terms of the Property Rights Acquisition and Settlement Agreement. City grants Grantor a temporary easement over the northern half of the parking lot leased from Grantor, and referenced in that certain agreement recorded under Skagit County Auditor number 200511040141 (as amended) upon commencement of construction of CCS Work as set forth in Section 14.1 of the Property Rights Acquisition and Settlement Agreement. These rights shall supersede any rights conferred on the City during the duration of TCE A to occupy the parking area under TCE Area A pursuant to that certain agreement recorded under Skagit County Auditor number 200511040141 (as amended). City shall record any document reflecting such limited waiver of its property rights.

3.4 TCE Area B – Dry Storage Building Area. TCE Area B is specifically described in the attached Exhibit 4B, and is available for use by City to exercise its rights under Section 14.3 of the Property Rights Acquisition and Settlement Agreement. The term of the easement covered by TCE Area B shall commence only as provided in the Property Rights Acquisition and Settlement Agreement. The term of TCE Area B shall end when City has completed the demolition of the warehouse portion of the existing Dry Storage building and removed the demolition debris, if necessary, pursuant to Section 14.3 of the Property Rights Acquisition and Settlement Agreement.

3.5 TCE Area C – West Access Area. TCE Area C is specifically described in the attached Exhibit 4C. The term of the easement covered by TCE Area C shall commence on March 1, 2017 and expire on May 31, 2017, subject to the right of City to re-institute use of TCE Area C for an additional term to commence on March 1, 2018 and expire on May 31, 2018 in the event such rights are necessary to complete construction of the section of the Project crossing Grantor's Property, all subject to the Property Rights Acquisition and Settlement Agreement. Exclusive use of TCE Area C will be provided to the City to construct that portion of the Project adjacent and parallel to TCE Area C (as shown in Exhibit 5), relocate existing, and install new, underground utilities, remove the mobile office building, and restore the pavement and curbing. The City shall not block access to Grantor's loading docks A and B as those loading docks are depicted on Exhibit 5 except for the period from March 1 through May 31, 2017, and if the foregoing option is exercised, for the period from March 1 through May 31, 2018. The City may perform Project work within TCE Area C during other periods as long as

the work does not interfere with truck movements through TCE Area C and access to all of the Grantor's loading docks. Loading dock C, and access to Loading dock C, shall be available to Grantor throughout the TCE Term.

**3.6 TCE Area D – South Access Area.** TCE Area D is specifically described in the attached Exhibit 4D. Use of TCE Area D may commence thirty (30) working days prior to March 1, 2017, and shall expire upon the earlier of termination or completion of the Project. Use of TCE Area D shall be shared by the City and Grantor. The City may use the TCE Area D only for access to transport materials, and equipment to construct the Project. No storage of materials shall be permitted in TCE Area D. City's use of this area shall not interfere with the use of Loading Dock C or the ability of trucks to maneuver in and out of the south entrance to the Grantor's facility.

**4. City Rights of Inspection-Right of Access.** Upon the Effective Date of this Easement Agreement, and prior to the Construction Commencement Date, City may access Grantor's property for one or more tests (including but not limited to hazardous materials testing), surveys, investigations, inspections, or studies (collectively, "Studies") as more particularly described herein. The City's authority may be exercised by the City's authorized officers, employees, agents, consultants and contractors. Grantor shall provide reasonable access to City for the purposes of the Studies upon forty-eight (48) hours' written notice from City. The City understands that Grantor is an operating enterprise and access may be restricted or limited at the discretion of Grantor in order to avoid disruption to Grantor's activities on the Grantor's Property.

**5. Work Standards.**

**5.1 General.** Subject to the restrictions applicable to the individual TCEs, City's rights under this Easement Agreement include ingress, egress, Project construction, building demolition and re-location activities, and temporary storage of construction materials and equipment required for the construction of the Project, including any associated underground utility work on Grantor's Property. City and Grantor shall work together to minimize any disruptions to Grantor's operations, consistent with the City's need to maintain its construction schedule. Except in emergencies, City shall not block access to both the south and north loading docks of Grantor at the same time, except as provided in Section 3.5. City shall provide for emergency access by Grantor to the low pressure ammonia system at all times (at approximately Station 36+50 on the Project Plan on Easement Agreement Exhibit 5) adjacent to and accessible from TCE Area C.

**5.2 Food Processing.** City acknowledges that Grantor is conducting food processing operations on the Grantor's Property, and that dust suppression and other reasonable measures must be taken during authorized demolition and construction

activities to mitigate the risk of contamination of seafood being processed by Grantor. 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 7 of this Easement 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 as a result of the exercise of City's rights hereunder.

**5.3 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's Property to the extent such lines and utilities 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 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, the oil water separator and associated underground sewer lines to the south end of the Grantor's Property. City shall not damage any overhead piping used by Grantor to convey ammonia or other materials as a result of Project construction activities, and such lines will be repaired or relocated at City's cost, if necessary for completion of the Project. Consistent with Property Rights Acquisition and Settlement Agreement, and Section 7 of this Easement 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 as a result of the exercise of City's rights hereunder.

**5.4 North Parking Lot.** The City and Grantor are parties to that certain Lease Agreement dated October 25, 2005, as amended by First Amendment to Lease Agreement (recorded March 13, 2007), collectively, the "Lease." The Lease relates to the northern most portion ("Leased Property") of Grantor's Property (Assessor's Parcel 26489). This Easement Agreement does not modify the Lease except as otherwise provided herein. All Project work within the Leased Area shall comply with Section 16 of the Property Rights Acquisition and Settlement Agreement.

**5.5 Preventing Trespass.** During the term of this Easement 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 on the property of Grantor. City agrees to explore cooperatively other Project design features with Grantor that may minimize the risks posed by potential trespassers

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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. City represents there is no present plan or intent to extend the pedestrian walkway onto the Fee Acquisition.

5.6 No Lien Claims. The City covenants that all work to be performed and 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 Easement Agreement. The City shall not allow any claims or liens to attach to or encumber the Grantor's 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. Failure to do will result in loss of use of the Easement.

5.7 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 and installation of the Project, as well as the terms of the Property Rights Acquisition and Settlement Agreement.

6. Title. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by the Grantor affecting the Grantor's Property. The Grantor does not warrant title to the Grantor's Property, and the Grantor shall not be liable for defects thereto or failure thereof; however, the Grantor warrants that it is the fee owner of the Grantor's Property and has full authority to grant the Easement and the rights set forth in this Easement Agreement.

7. 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 by the City, its agents, employees or contractors upon the Grantor's Property and shall restore the Grantor's Property to as good a condition as existed as of the commencement of City's work under this Easement Agreement. The City's indemnification, restoration and repair obligations under this Section 7: (i) shall not apply to any defects, deficiencies or damage which preexisted the entry by the City onto the Grantor's 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's 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 Project.

8. Restoration of TCE's. Except as otherwise provided herein or in the Property Rights Acquisition and Settlement Agreement, City shall restore the TCE Areas to their approximate condition immediately prior to the commencement of construction of the Project.

9. Miscellaneous.

9.1 Assignment. The Easement and other rights and benefits granted pursuant to the terms of this Easement Agreement shall not be assignable.

9.2 Captions. The captions and paragraph 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.

9.3 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.

9.4 Notices.

9.4.1 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

9.4.2 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.

9.4.3 For the purpose of this Easement 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 (3<sup>rd</sup>) 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.

9.5 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.

9.6 Amendments. It is hereby mutually agreed and understood that any addition, variation, or modification to this Easement Agreement shall be void and

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ineffective unless it is in writing and signed by the Parties hereto, or their successors in interest.

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

9.8 Authority. Each person signing this Easement Agreement on behalf of a Party warrants that such person has full power and authority to bind such Party.

9.9 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 Easement 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.

9.10 Effective Date. This Easement Agreement shall take effect and be in force on the Effective Date of the Property Rights Acquisition and Settlement Agreement.

(Signatures follow)

IN WITNESS WHEREOF, this Easement Agreement is executed by the Parties,  
intending to be legally bound, as or the date of mutual execution hereof.

THE GRANTOR:

Commercial Cold Storage, Inc.

By: [Signature]  
Name: REIDAR TYNES  
Title: CHAIRMAN  
Date: 2/9/16

THE CITY:

City of Mount Vernon

By: [Signature]  
Name: JILL BOUDREAU  
Title: MAYOR  
Date: 2/9/16

STATE OF WASHINGTON

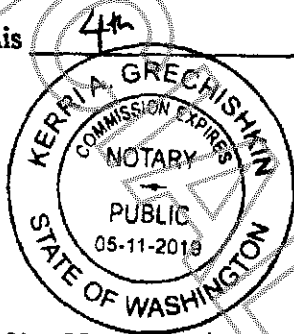
ss.

COUNTY OF SKAGIT

On this 4<sup>th</sup> day of February, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rendar 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 4<sup>th</sup> 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

ss.

COUNTY OF SKAGIT

On this 4<sup>th</sup> 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, that 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 4<sup>th</sup> 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 (CCS) 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.

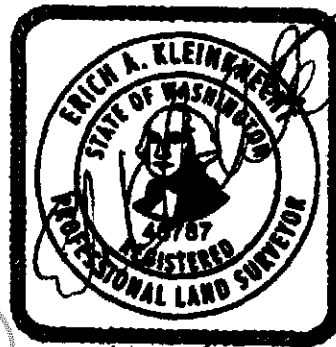


**Parcel D:**

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  $21^{\circ}31'26''$  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  $68^{\circ}28'34''$  West along the Northerly line of said **Parcel D**, for a distance of 84.25 feet to the **Point of Beginning**; Thence South  $21^{\circ}26'50''$  West, for a distance of 382.82 feet; Thence North  $88^{\circ}00'12''$  West, for a distance of 6.36 feet, to a point hereinafter referred to as "**Point A**"; Thence North  $21^{\circ}26'50''$  East, for a distance of 384.94 feet to the north line of said **Parcel D**; Thence South  $68^{\circ}28'34''$  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  $21^{\circ}26'51''$  West, 12.88 feet; South  $66^{\circ}20'19''$  West, 46.14 feet; South  $43^{\circ}38'59''$  West, 115.72 feet; South  $36^{\circ}14'11''$  West, 20.08 feet; North  $68^{\circ}57'30''$  West, 1.52 feet; North  $21^{\circ}31'51''$  East, 0.17 feet; North  $68^{\circ}28'09''$  West, 0.50 feet; South  $21^{\circ}31'51''$  West, 7.90 feet; South  $36^{\circ}16'00''$  West, 15.23 feet; North  $70^{\circ}47'21''$  West, 5.50 feet; North  $21^{\circ}16'35''$  East, 0.41 feet; North  $75^{\circ}47'25''$  West, 0.80 feet; South  $12^{\circ}12'10''$  West, 0.34 feet; South  $21^{\circ}22'52''$  West, 23.22 feet; South  $36^{\circ}16'00''$  West, 20.15 feet; North  $68^{\circ}27'19''$  West, 2.31 feet; South  $21^{\circ}05'33''$  West, 8.61 feet; South  $36^{\circ}16'41''$  West, 98.61 feet; Thence North  $53^{\circ}44'00''$  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  $88^{\circ}00'12''$  West, for a distance of 15.90 feet; Thence North  $88^{\circ}03'29''$  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.

Prepared by Larry Steele & Associates, Inc.  
1334 King Street, Ste. 1  
Bellingham WA 98229  
360-676-9350  
Job #03314.2  
January 26, 2016



1/26/16

**EXHIBIT 4: THE CITY TEMPORARY CONSTRUCTION EASEMENT AREAS**

**LEGAL DESCRIPTION  
FOR  
TEMPORARY CONSTRUCTION EASEMENT**

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:

**Temporary Construction Easement Area A**

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 North  $21^{\circ}31'26''$  East, along the West line of said First Street, for a distance of 435.25 feet to the Northeastly corner said Parcel D and to the Point of Beginning; Thence North  $68^{\circ}28'34''$  West, along the Northerly line of said Parcel D for a distance of 84.25 feet; Thence South  $21^{\circ}26'50''$  West, for a distance of 188.50 feet to a point herein referenced to as Point A; Thence South  $68^{\circ}34'16''$  East, for a distance of 84.00 feet to the West line of said First Street; Thence North  $21^{\circ}31'26''$  East along said West line of said First Street, for a distance of 188.35 feet to the Point of Beginning.

Containing 15,852 square feet, more or less.

Together with that portion described as follows:

**Temporary Construction Easement Area B**

Beginning at said Point A referenced above; Thence South  $21^{\circ}26'50''$  West, for a distance of 194.33 feet to a point herein referenced to as Point B; Thence South  $88^{\circ}00'12''$  East, for a distance of 51.74 feet; Thence North  $21^{\circ}25'27''$  East, for a distance of 177.11 feet; Thence North  $68^{\circ}34'16''$  West, for a distance of 48.72 feet to the Point of Beginning.

The intent of Temporary Construction Easement Area B is to be bounded on the Southeast side by a wall being used in common by the Dry Storage building on the Westerly side and a building on the Easterly side of said common wall.

Containing 9,054 square feet, more or less.

Together with that portion described as follows:

#### **Temporary Construction Easement Area C**

**Beginning** at said Point B referenced above; Thence South 21°26'50" West, for a distance of 47.61 feet; Thence North 68°29'09" West, for a distance of 37.21 feet; Thence South 21°32'41" West, for a distance of 126.31 feet; Thence North 68°57'30" West, for a distance of 51.51 feet; Thence North 21°31'51" East, for a distance of 0.17 feet; Thence North 68°28'09" West, for a distance of 0.50 feet; Thence South 21°31'51" West, for a distance of 22.47 feet; Thence North 68°16'05" West, for a distance of 9.37 feet; Thence North 75°47'25" West, for a distance of 0.80 feet; Thence South 12°12'10" West, for a distance of 0.34 feet; Thence South 21°22'52" West, for a distance of 42.71 feet; Thence North 68°27'19" West, for a distance of 7.48 feet; Thence South 21°05'33" West, for a distance of 33.92 feet; Thence South 68°05'58" East, for a distance of 8.49 feet; Thence South 21°30'29" West, for a distance of 186.78 feet; Thence North 68°37'47" West, for a distance of 59.38 feet; Thence South 21°36'54" West, for a distance of 127.77 feet; Thence North 68°23'06" West, for a distance of 33.95 feet; Thence South 21°41'23" West, for a distance of 45.49 feet; Thence South 21°41'23" West, for a distance of 100.23 feet; Thence North 68°14'01" West, for a distance of 47.17 feet; Thence South 33°37'35" West, for a distance of 57.26 feet; Thence South 30°24'54" West, for a distance of 53.21 feet; Thence North 68°28'34" West, for a distance of 5.06 feet to a point herein referenced to as Point C; Thence North 30°24'54" East, for a distance of 54.13 feet; Thence North 33°37'35" East, for a distance of 179.73 feet; Thence North 36°34'19" East, for a distance of 152.05 feet; Thence North 47°54'40" East, for a distance of 45.96 feet; Thence North 36°16'00" East, for a distance of 85.60 feet; Thence North 53°44'00" West, for a distance of 44 feet, more or less, to the top of bank of the Skagit River; Thence Northeasterly along the top of bank of said Skagit River for a distance of 318 feet, more or less; Thence South 88°02'43" East for a distance of 96 feet, more or less, to the Point of Beginning.

Containing 39.748 square feet, more or less.

Together with that portion described as follows:

#### **Temporary Construction Easement Area D**

**Beginning** at said Point C referenced above; Thence South 68°28'34" East, for a distance of 283.98 feet; Thence South 73°40'26" West, for a distance of 43.76 feet; Thence North 89°22'34" West, for a distance of 51.48 feet to a point on the Southerly line of said Parcel A; Thence North 68°28'34" West, along the Southerly line of said Parcel A, for a distance of 208.41 feet; Thence North 30°24'54" East, for a distance of 45.76 feet to the Point of Beginning.

Containing 11,460 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.

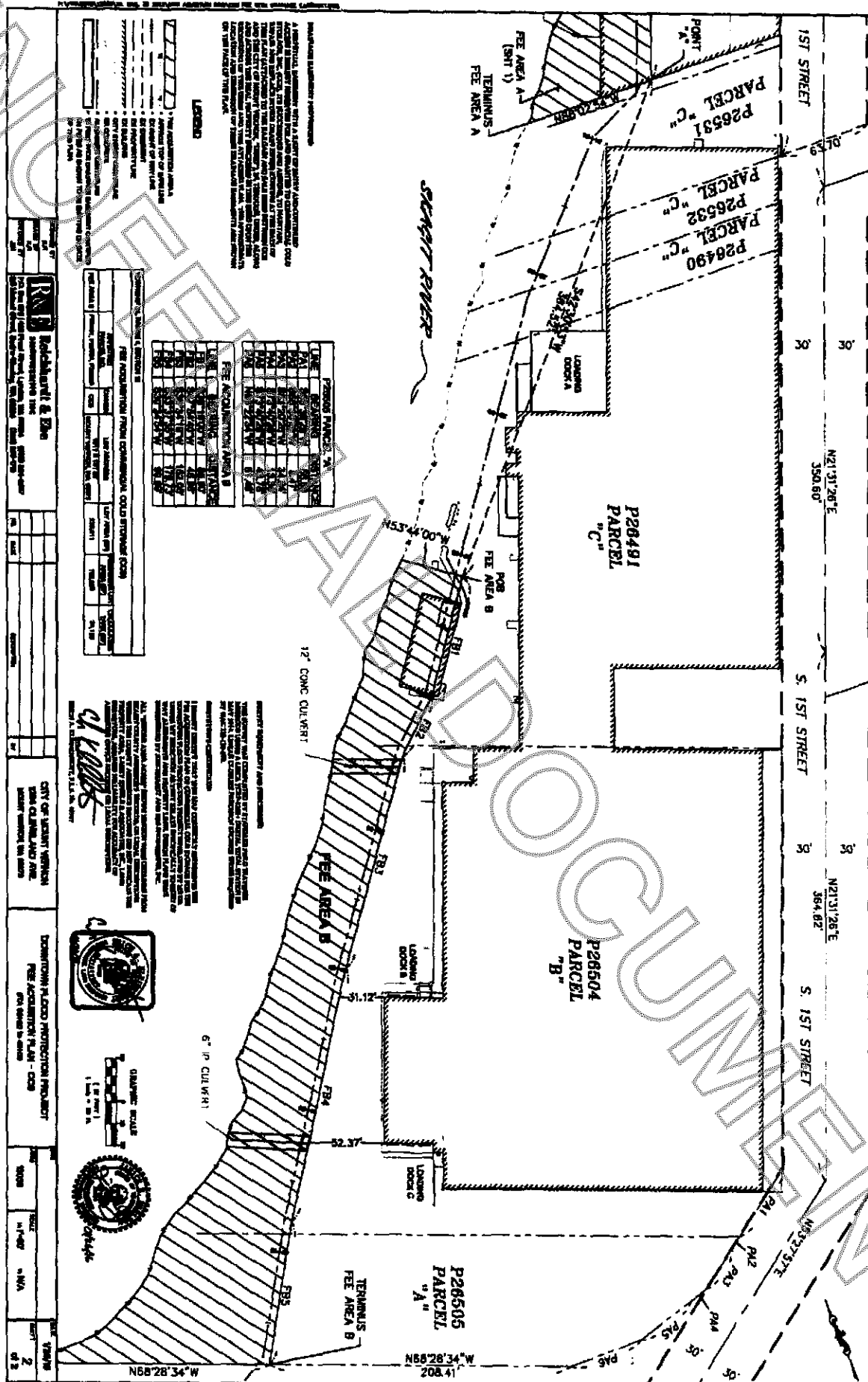
Prepared by Larry Steele & Associates, Inc.  
Land Surveyors  
1334 King Street, Ste. 1  
Bellingham WA 98229  
360-676-9350  
Job #03314.2  
January 26, 2016



1/26/16



**EXHIBIT 5: CITY PROJECT ALIGNMENT**





BROADWAY STREET  
N88°09'19"W

N21°31'26"E  
350.27'

N21°31'26"E  
350.27'

S. 1ST STREET

SNOQUALMIE STREET  
N88°06'22"W

N21°31'26"E  
350.60'

P26630  
FEE AREA A

P26489  
PARCEL "D"

P26591  
PARCEL "C"

P26592  
PARCEL "C"

P26490  
PARCEL "C"

P26491  
PARCEL "C"

5' VERTICAL CURB

TERMINUS A  
FEE AREA A

LOADING DOCK A

FEE AREA B  
(SHT 2)

NOTES:  
1. THE CITY OF SEATTLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF SEATTLE MAPS ACT AND THE CITY OF SEATTLE MAPS ACT RULES AND REGULATIONS.  
2. THE CITY OF SEATTLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF SEATTLE MAPS ACT AND THE CITY OF SEATTLE MAPS ACT RULES AND REGULATIONS.  
3. THE CITY OF SEATTLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF SEATTLE MAPS ACT AND THE CITY OF SEATTLE MAPS ACT RULES AND REGULATIONS.

LEGEND

- 1. Fee Area Boundary
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- 99. Fee Area Boundary
- 100. Fee Area Boundary

FEE ACQUISITION FROM COMMERCIAL COLD STORAGE CO.			
PARCEL NO.	AREA	ACQUISITION DATE	ACQUISITION PRICE
P26630	AREA A	10/1/1991	\$1,000,000
P26489	PARCEL "D"	10/1/1991	\$1,000,000
P26591	PARCEL "C"	10/1/1991	\$1,000,000
P26592	PARCEL "C"	10/1/1991	\$1,000,000
P26490	PARCEL "C"	10/1/1991	\$1,000,000
P26491	PARCEL "C"	10/1/1991	\$1,000,000

THE CITY OF SEATTLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF SEATTLE MAPS ACT AND THE CITY OF SEATTLE MAPS ACT RULES AND REGULATIONS.  
THE CITY OF SEATTLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE CITY OF SEATTLE MAPS ACT AND THE CITY OF SEATTLE MAPS ACT RULES AND REGULATIONS.  
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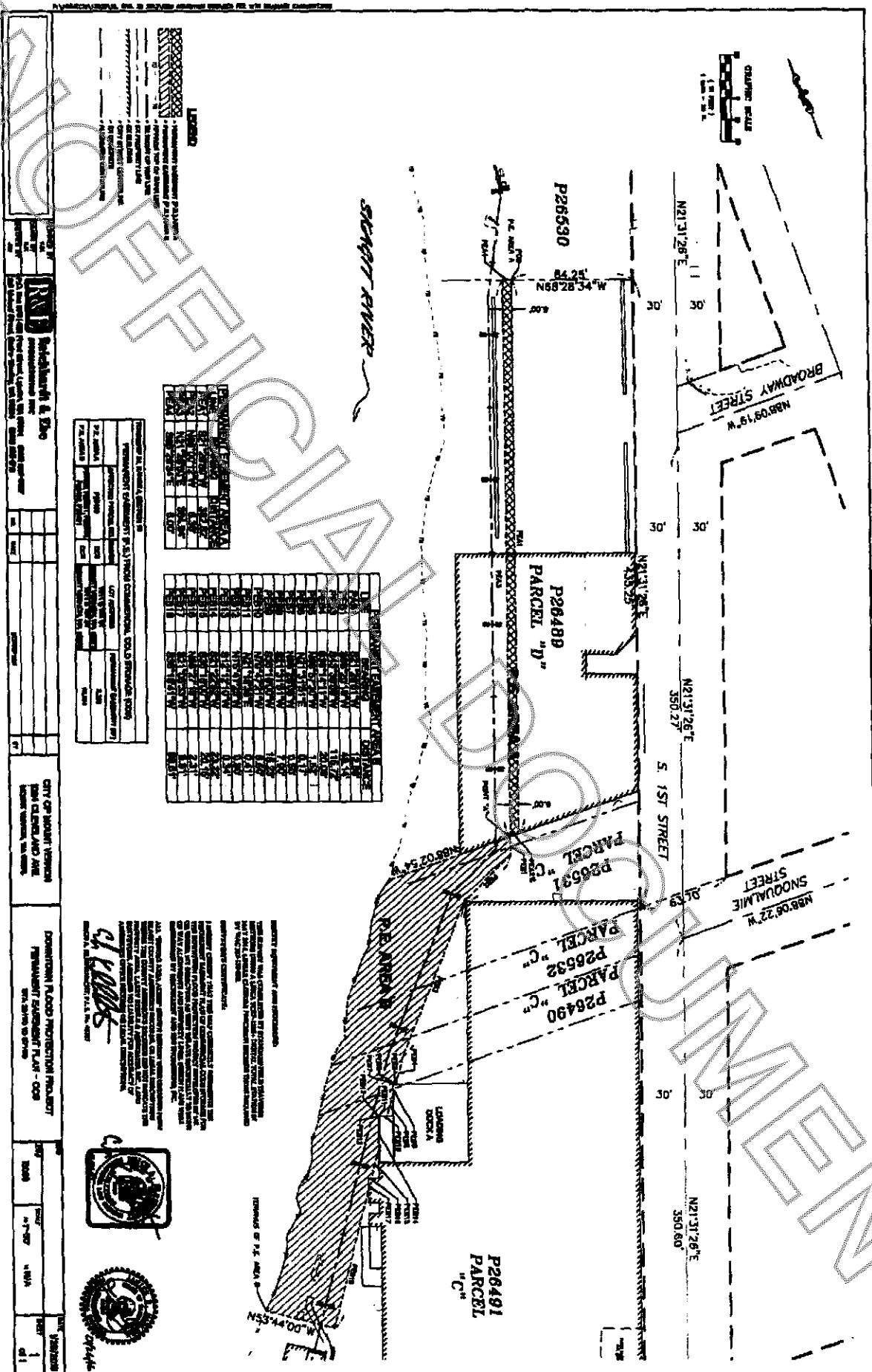


**R.T. Rabinowitz & Son**  
Surveyors  
1000 1st Avenue, Suite 1000  
Seattle, WA 98101  
206-461-1111

CITY OF SEATTLE  
500 CLAYLAND AVE  
SEATTLE, WA 98101

DOWNTOWN FLOOD PROTECTION PROJECT  
FEE ACQUISITION PLAN - CDB  
SHEET 1 OF 2

DATE: 10/1/1991  
BY: R.T. Rabinowitz & Son  
CHECKED: 10/1/1991  
BY: R.T. Rabinowitz & Son





BROADWAY STREET  
N68°09'19"W

SNOQUALMIE STREET  
N68°08'22"W

S. 1ST STREET

P26530

P26531

P26532

P26490

POB TCE

AREA A

POB TCE

AREA B

POB TCE

AREA C

POB TCE

AREA D

AREA E

AREA F

AREA G

AREA H

AREA I

AREA J

AREA K

AREA L

AREA M

AREA N

AREA O

AREA P

AREA Q

AREA R

AREA S

AREA T

AREA U

AREA V

AREA W

AREA X

AREA Y

AREA Z

AREA AA

AREA AB

AREA AC

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AREA AJ

AREA AK

AREA AL

AREA AM

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AREA AO

AREA AP

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AREA BB

AREA BC

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AREA BE

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AREA BH

AREA BI

AREA BJ

AREA BK

AREA BL

AREA BM

AREA BN

AREA BO

AREA BP

AREA BQ

AREA BR

AREA BS

AREA BT

AREA BU

AREA BV

AREA BW

AREA BX

AREA BY

AREA BZ

AREA CA

AREA CB

AREA CC

AREA CD

AREA CE

AREA CF

AREA CG

AREA CH

AREA CI

AREA CJ

AREA CK

AREA CL

AREA CM

AREA CN

AREA CO

AREA CP

AREA CQ

AREA CR

AREA CS

AREA CT

AREA CU

AREA CV

AREA CW

AREA CX

AREA CY

AREA CZ

AREA DA

AREA DB

AREA DC

AREA DD

AREA DE

AREA DF

AREA DG

AREA DH

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AREA DZ

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AREA EB

AREA EC

AREA ED

AREA EE

AREA EF

AREA EG

AREA EH

AREA EI

AREA EJ

AREA EK

AREA EL

AREA EM

AREA EN

AREA EO

AREA EP

AREA EQ

AREA ER

AREA ES

AREA ET

AREA EU

AREA EV

AREA EW

AREA EX

AREA EY

AREA EZ

AREA FA

AREA FB

AREA FC

AREA FD

AREA FE

AREA FF

AREA FG

AREA FH

AREA FI

AREA FJ

AREA FK

AREA FL

AREA FM

AREA FN

AREA FO

AREA FP

AREA FQ

AREA FR

AREA FS

AREA FT

AREA FU

AREA FV

AREA FW

AREA FX

AREA FY

AREA FZ

AREA GA

AREA GB

AREA GC

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AREA JR

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AREA JT

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AREA JW

AREA JX

AREA JY

AREA JZ

AREA KA

AREA KB

AREA KC

AREA KD

AREA KE

AREA KF

AREA KG

AREA KH

AREA KI

AREA KJ

AREA KK

AREA KL

AREA KM

AREA KN

AREA KO

AREA KP

AREA KQ

AREA KR

AREA KS

AREA KT

AREA KU

AREA KV

AREA KW

AREA KX

AREA KY

AREA KZ

AREA LA

AREA LB

AREA LC

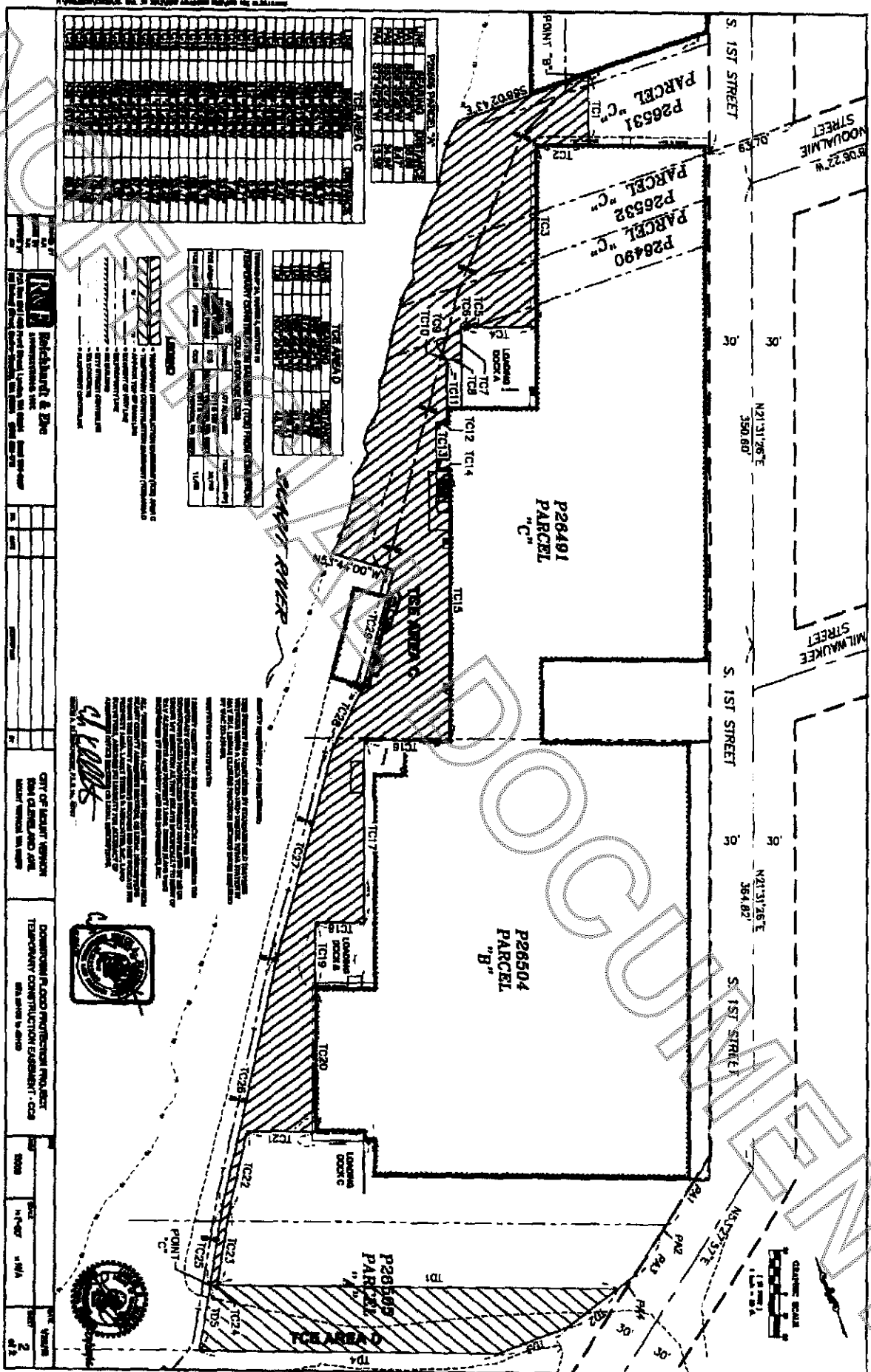
AREA LD

AREA LE

AREA LF

AREA LG

AREA LH



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**DOWNSTREAM FLOOD PROTECTION EVALUATION**  
TEMPORARY CONSTRUCTION EMBANKMENT - CCB  
EPA, 40 CFR 101.106  
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N 100' 0\"/>