



201604060061

Skagit County Auditor

\$137.00

4/6/2016 Page

1 of

65 2:46PM

AFTER RECORDING RETURN TO:

Law Offices of Robert Rauch  
Attention: Robert Rauch  
1159 Chuckanut Ridge Drive  
Bow, Washington 98232

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**SUBORDINATION AGREEMENT**

Grantor(s):

Gary Thor, Jennifer Thor, husband and wife, and the marital  
community composed thereof

Grantee:

City of Mount Vernon, Washington

19-34-4  
P24489  
201602080029

**Abbreviated Legal Description:**

Assessor's Tax Parcel Number P26489

Abbreviated Legal Description: (1.1500 ac) TAX 41 BEG ON W SIDE 1ST ST & N LI BROAD ST IF EXT WLY TH N ALG W LI 1ST ST 85FT TH WLY AT R/A TO SKAGIT RIV TH SLY ALG RIV TAP 75FT MEAS AT R/A TO N LI SNOQUALMIE ST IF EXT WLY TH E PLT N LI SD ST TO E LI 1ST ST TH NLY ALG W LI 1ST ST TPOB

Assessor's Tax Parcel Number P26490

Abbreviated Legal Description: (0.2900 ac) TAX 43 BEG AT INT OF LI DRWN W FR NW C BLK 8 RIVERSIDE WI W LI 1ST ST TH N 20 DEG E 34FT TH W TO SKAGIT RIV TH ALG SD RIV TAP W OF TPB TH E TPB

Assessor's Tax Parcel Number: P26491

Abbreviated Legal Description: (1.7100 ac) TAX 44-45-46 BEG ON W SIDE 1ST ST 322FT W OF NW C BLK 8 RIVERSIDE ADD TH S 20 DEG W 343.34 FT TH W TO SKAGIT RIV TH NLY ALG SD RIV TAP W OF TPB LESS PTN TAX 50

Assessor's Tax Parcel Number: P26504

Abbreviated Legal Description: TAX 50 BEG AT INT OF S LI SNOQUALMIE ST & W LI 1ST ST TH S ALG W LI 1ST ST 343.34FT TPB TH S 20DEG W ALG WLY LI 1ST ST 290.14FT TO ANGLE PT IN ST LI TH S 52DE G07FT W ALG W LI 1ST ST 56.66FT TH N 70 DEG W 375 FT M/L TO SKAGIT RIV TH NELY ALG RIV TAP BEAR N 70 DEG W FR TPB TH S 70DEG E 285FT TPB THIS TAX IS FORMER TAX 50 50 1/2C 50 1/2D & PTN 46 (2.1000 ac)

Assessor's Tax Parcel Number: P26505

Abbreviated Legal Description: TAX 51 GV LT 6 SEC 19 & NW1/4 NE1/4 SEC 30 BEG AT INT OF SNOQUALMIE ST SHWN BLK S8 & 9 RIVERSIDE ADD PROD W & WLY LI 1ST TH S 20-00 W ALG WLY LI SD 1ST ST 633.4 8FT TO ANGLE PT 1ST ST TH S 52-07 W ALG WLY LI 1ST ST 56.68FT TPB TH S 55-04 W ALG WLY LI 1ST ST 8.47FT TH S 51-49 W ALG WLY LI 1ST ST 38.84FT TH S 72-00 W 57.31FT TH S 89-06 W 51.48FT TH N 70-00 W 326FT M/L TO BNK SKAGIT RIV TH NELY ALG SD BNK TAP BEAR N 70-00 W FR TPB TH S 70-00 E 375FT M/L TPOB.

Assessor's Tax Parcel Number: P26531

Abbreviated Legal Description: (0.3500 ac) TAX 64 BEG AT INT OF N LI SNOQUALMIE ST WI W LI 1ST ST TH NLY ALG 1ST ST 75FT T HW TO SKAGIT RIV TH ALG SD RIV TAP W OF TPB TH E TPOB

Assessor's Tax Parcel Number: P26532

Abbreviated Legal Description: (0.1200 ac) TAX 65 BEG

Assessor's Property Tax  
Parcel/Account Number(s):

P26941; P26504; P26505; P26531; P26532; P26489 and  
P26490

Reference Number(s) of  
Documents Subordinated:

201602080029

## **SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO A LATER AGREEMENT.**

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made and entered into this \_\_\_\_ day of February 2016, by and between the **City of Mount Vernon**, Washington, a state of Washington municipal corporation ("City of Mount Vernon") and **Gary Thor and Jennifer Thor**, residents of Skagit County, Washington, and also husband and wife, and the martial community composed thereof, (collectively the "**Thor Parties**"). The City of Mount Vernon and the Mr. Thor Parties are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

## **RECITALS**

A. The Thor Parties are shareholder of Commercial Cold Storage, Inc., a state of Washington corporation, ("CCS") and one of the lenders to CCS under that certain Loan Agreement dated May 1, 2012 between CCS and its shareholders ("**Loan Agreement**")

B. In order to secure the financial obligations of CCS to its shareholders under the Loan Agreement, CCS executed that certain Deed of Trust dated May 1, 2012 and recorded on May 4, 2012 under Recording No. 201205040019, Records of Skagit County, Washington ("**Original Deed of Trust**"). The Original Deed of Trust was replaced in its entirety by that certain Amended and Restated Deed of Trust, dated February 8, 2016, and recorded on the same date, under Recording No. 201602080029, Records of Skagit County, Washington (the "**Amended and Restated Deed of Trust**") which Amended and Restated Deed of Trust conveys to Chicago Title Insurance Company, as Trustee, certain real property and improvements thereon owned by CCS located in Skagit County, Washington. The Thor Parties are beneficiaries under the aforementioned Amended and Restated Deed of Trust. The real property that secures the obligations of CCS under the Loan Agreement is described in Exhibit A, attached hereto and incorporated herein by this reference (the "**Real Property**").

C. The Thor Parties agree that, in order to mitigate the impacts on CCS of an easement acquisition by the City of Mount Vernon for flood control purposes, and in order not to impair the security interest granted by the Amended and Restated Deed of Trust, they

will need to subordinate their security interest in the Real Property to the City of Mount Vernon pursuant to the terms set out below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows.

1. Subordination. The Thor Parties hereby subordinate to the City of Mount Vernon their security interest in that portion of the Real Property conveyed to the Trustee under the Amended and Restated Deed of Trust, as such portion of the Real Property is described in the exhibits to the Permanent and Temporary Easement Agreements between the City of Mount Vernon and CCS dated February 4, 2016, copies of which are attached hereto as Exhibits B and C respectively. Such subordination of the Thor Parties' security interest shall be limited to the easement rights conveyed to the City of Mount Vernon by CCS in the Permanent and Temporary Easement Agreements. Chicago Title Insurance Company, as Trustee under the Amended and Restated Deed of Trust, is authorized and directed by these beneficiaries to issue a partial reconveyance consistent herewith.

2. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns, or the heirs and personal representatives of the Parties, as applicable. This Agreement may only be assigned by the City of Mount Vernon to an approved assignee of the City's rights under the Permanent and Temporary Easement Agreements attached as Exhibits B and C hereto. All references herein to the Thor Parties shall include all of their successors, assigns, administrators, trustees and others claiming by, for or through them.

3. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington without regard to its conflict of laws principles. Venue in any action to enforce this Agreement shall be in the Superior Court of Skagit County, Washington. Time is of the essence hereunder. This Agreement may be executed in two or more counterparts, all which shall be deemed one and the same instrument. The original, executed signature pages of exact copies of this Agreement may be attached to one of such copies to form one document.

4. Recitals. The Recitals shall be deemed a part of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

City of Mt. Vernon, Washington

By: [Signature]  
Name: JILL BOWDRAN  
Title: Mayor  
Date: 2/2/16

Gary Thor  
Gary Thor

Jennifer M Thor  
Jennifer Thor

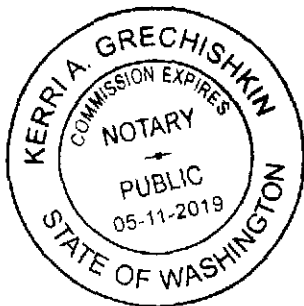
STATE OF WASHINGTON  
COUNTY OF SKAGIT

ss.

On this 12<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, 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 12<sup>th</sup> day of February 2016.

[SEAL]



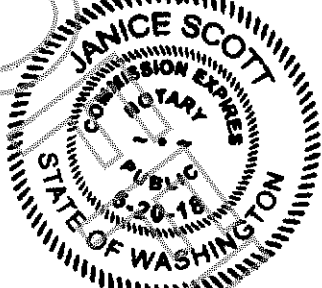
Kerri A. Grechishkin  
Notary Public  
In and For the State of Washington  
Residing at Mount Vernon  
My Commission Expires: 5/11/19

STATE OF WASHINGTON )  
COUNTY OF SKAGIT ) ss. )

On this 5<sup>th</sup> day of April 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Gary Thor, to me known to be the individual described in and who executed the within and

foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5<sup>th</sup> day of April 2016.



Janice Scott  
Type or Print Name: Janice Scott  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Lake Stevens  
My Commission Expires: 5/20/2018

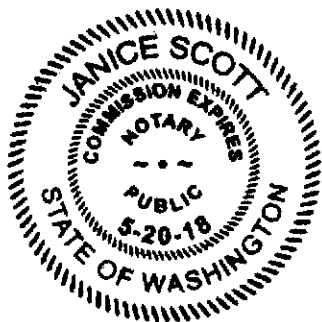
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

On this 5<sup>th</sup> day of April 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jennifer Thor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5<sup>th</sup> day of April 2016.



Janice Scott  
Type or Print Name: Janice Scott  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Lake Stevens  
My Commission Expires: 5/20/2018

UNOFFICIAL DOCUMENT

**Exhibit A: Description of Real Property Secured by Amended and Restated Deed of Trust**

**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 B**

**Permanent Easement Agreement between City of Mt. Vernon and Commercial Cold  
Storage Inc. dated February 4, 2016**

UNRECORDED  
AFTER RECORDING RETURN TO:

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

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**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

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 (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.

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: REIDAR LINES  
Title: CHAIRMAN  
Date: 2/04-16

THE CITY:

City of Mount Vernon

By: [Signature]  
Name: JILL BAIDRAM  
Title: MAYOR  
Date: 2/4/16

STATE OF WASHINGTON

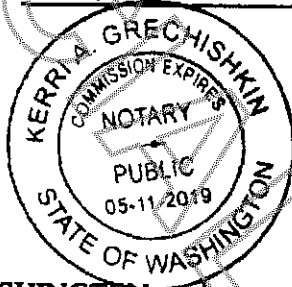
ss.

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 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 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, 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 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 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°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°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°26'50" West, for a distance of 384.95 feet, to a point hereinafter referred to as "Point A"; Thence North 88°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°30'53" West, for a distance of 364.52 feet to the Point of Beginning; Thence the following courses and distances; South 36°16'00" West, 85.60 feet; South 47°54'40" West, 45.96 feet; South 36°34'19" West, 152.05 feet; South 33°37'35" West, 179.73 feet; South 30°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°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°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.

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: PROJECT ALIGNMENT GRAPHIC**



ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE POLICY OF THE NATIONAL ARCHIVES TO MAKE ALL INFORMATION CONTAINED HEREIN AVAILABLE TO THE PUBLIC. THIS INFORMATION IS IN THE PUBLIC DOMAIN AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE NATIONAL ARCHIVES. FOR MORE INFORMATION, CONTACT THE NATIONAL ARCHIVES AT 866-NATIONAL-ARCHIVES OR 301-837-1111.

**LEGEND**

- 1. The acquisition area is shown by a thick black line.
- 2. The acquisition area is shown by a thick black line.
- 3. The acquisition area is shown by a thick black line.
- 4. The acquisition area is shown by a thick black line.
- 5. The acquisition area is shown by a thick black line.
- 6. The acquisition area is shown by a thick black line.
- 7. The acquisition area is shown by a thick black line.
- 8. The acquisition area is shown by a thick black line.
- 9. The acquisition area is shown by a thick black line.
- 10. The acquisition area is shown by a thick black line.

ACQUISITION AREA		ACQUISITION AREA		ACQUISITION AREA	
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION
10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA
10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA
10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA	10/1/2011	ACQUISITION AREA

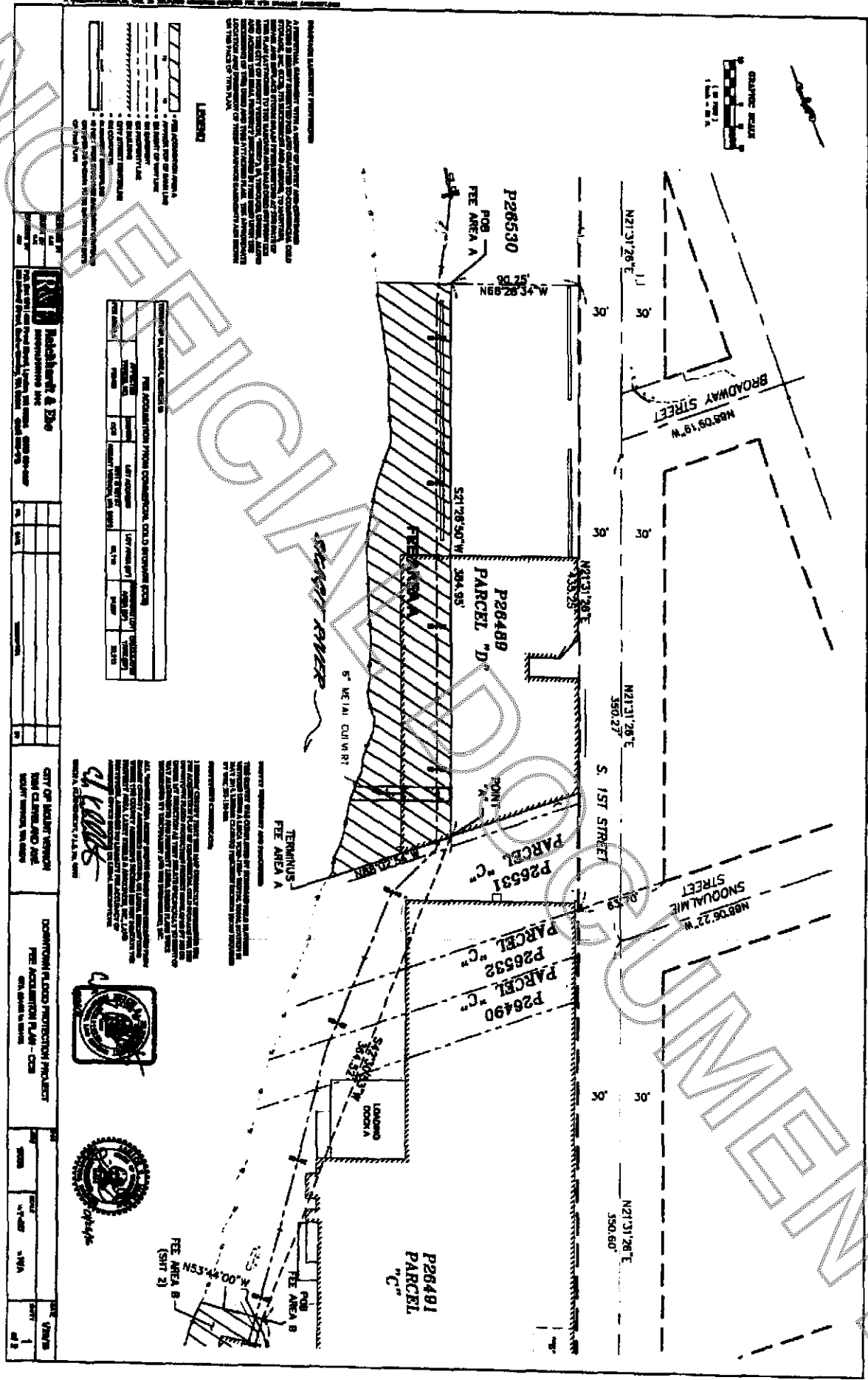
**RESEARCHER'S NAME**  
RESEARCHER'S NAME  
RESEARCHER'S NAME

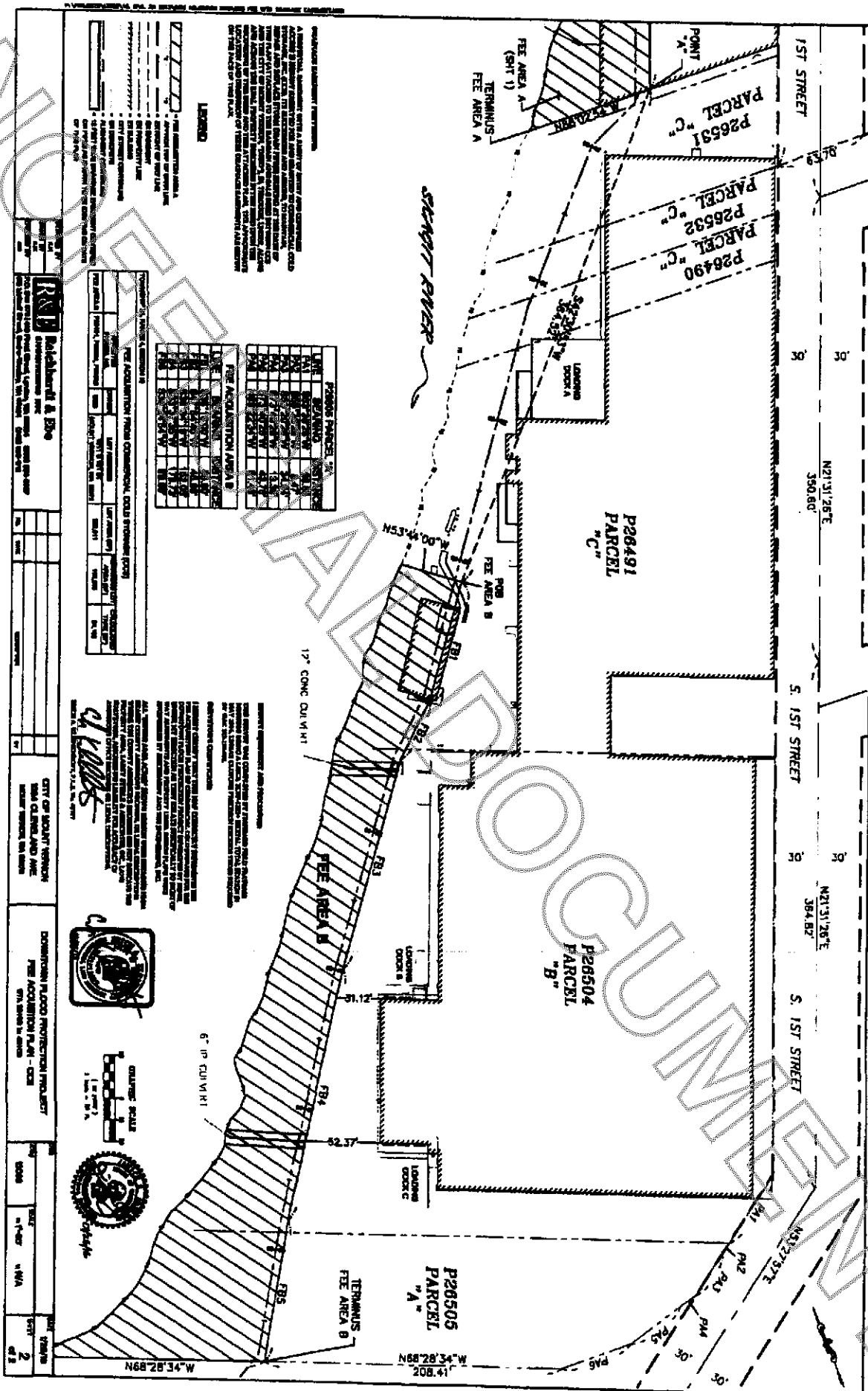
**RESEARCHER'S ADDRESS**  
RESEARCHER'S ADDRESS  
RESEARCHER'S ADDRESS

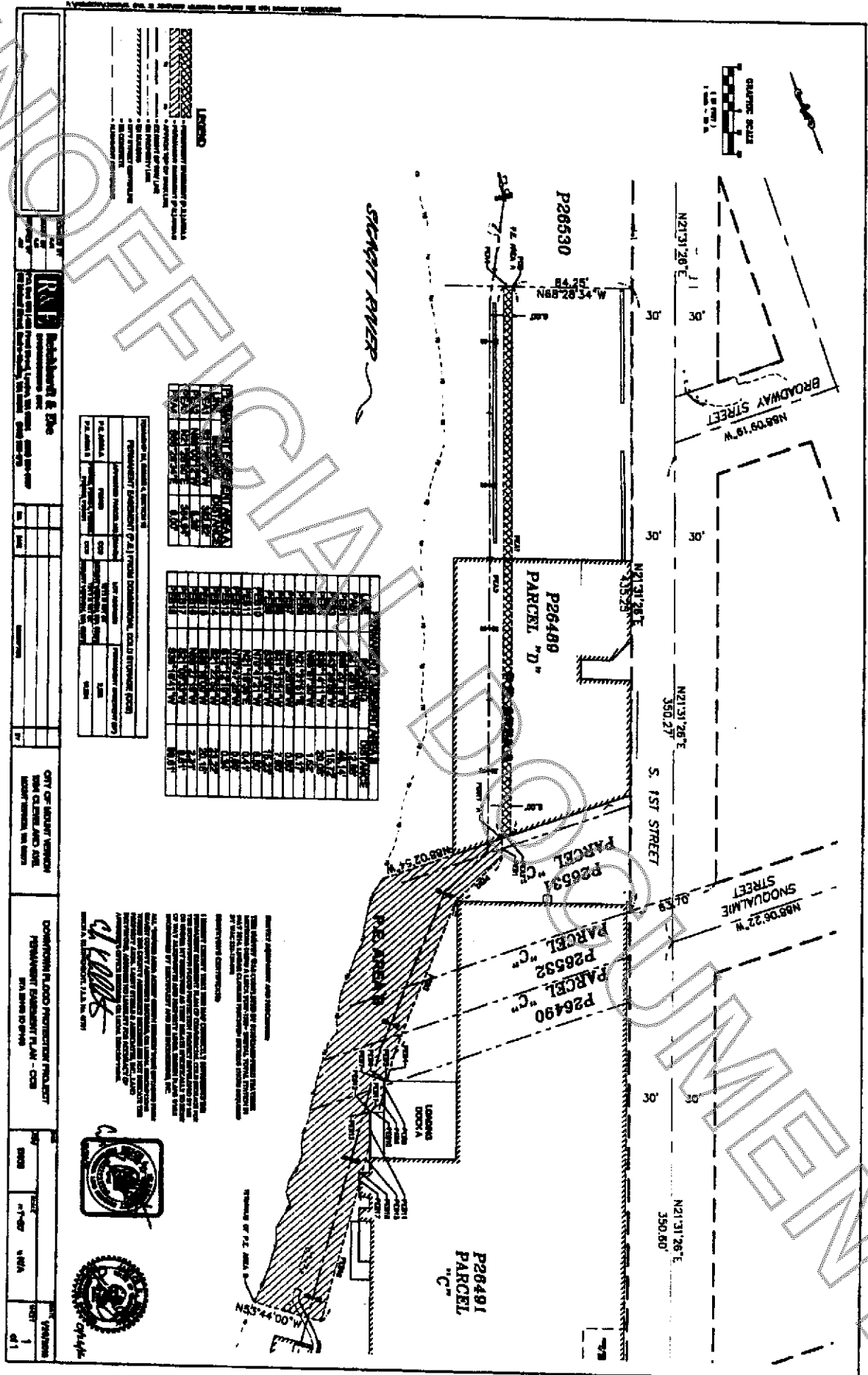
**CITY OF INDIANAPOLIS**  
CITY OF INDIANAPOLIS  
CITY OF INDIANAPOLIS

**DOCKHORN PLANNED PROTECTION PROJECT**  
DOCKHORN PLANNED PROTECTION PROJECT  
DOCKHORN PLANNED PROTECTION PROJECT

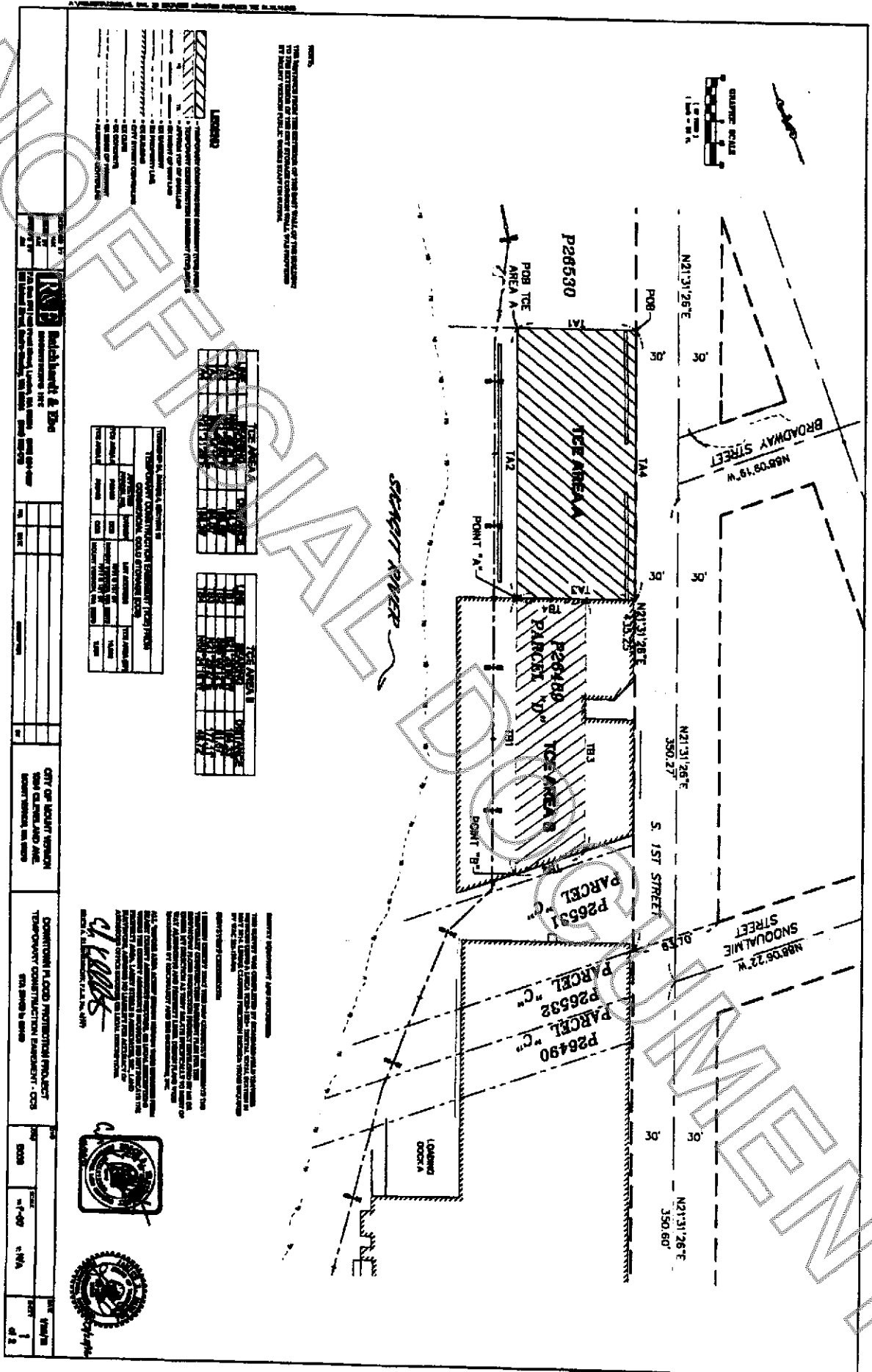
**DATE**  
DATE  
DATE

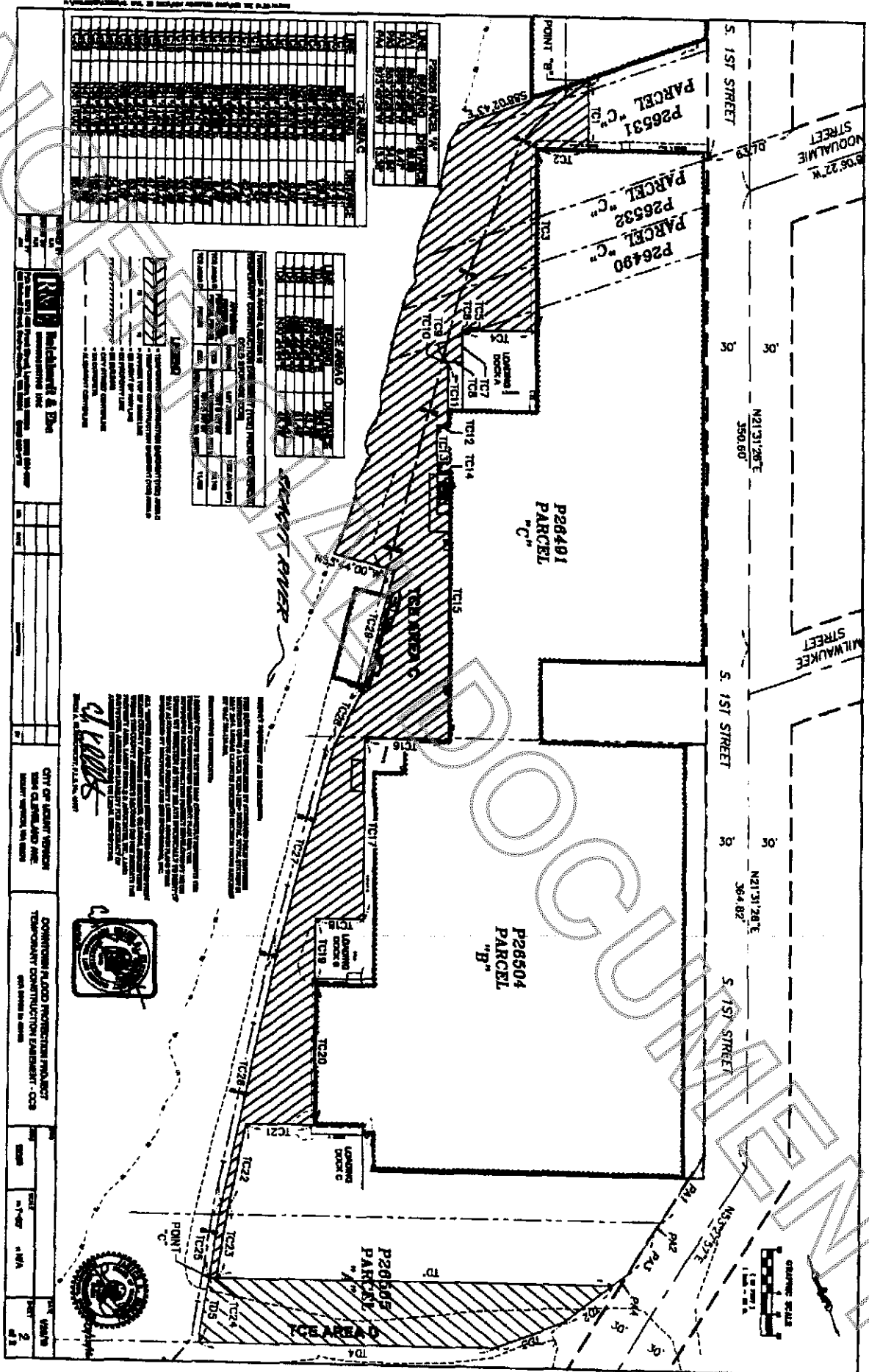












Legend

---	Property boundary
---	Survey line
---	Right of way
---	Water
---	Other

Table with 2 columns: Description, Area

Parcel P26490	1.00
Parcel P26532	1.00
Parcel P26531	1.00
Parcel P28491	1.00
Parcel P28504	1.00
Parcel P28505	1.00

THESE PARCELS ARE SHOWN FOR INFORMATION ONLY. THE CITY OF MILWAUKEE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED. THE CITY OF MILWAUKEE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE CITY OF MILWAUKEE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS MAP. THE CITY OF MILWAUKEE IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS MAP.



City of Milwaukee  
Department of Public Works  
Engineering Division  
Survey Section  
Survey No. 10000  
Scale: 1" = 100'

DATE: 10/1/2010  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

**EXHIBIT C**

**Temporary Easement Agreement between City of Mt. Vernon and Commercial Cold  
Storage Inc. dated February 4, 2016**

UNRECORDED  
AFTER RECORDING RETURN TO:

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

---

**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.

UNOFFICIAL  
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 I 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 so 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 BOURGON  
Title: MAYOR  
Date: 2/9/16

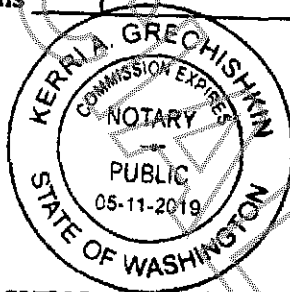
STATE OF WASHINGTON  
COUNTY OF SKAGIT

ss.

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 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 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  
COUNTY OF SKAGIT

ss.

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 53 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.

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 Northeasterly 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  $21^{\circ}26'50''$  West, for a distance of 47.61 feet; Thence North  $68^{\circ}29'09''$  West, for a distance of 37.21 feet; Thence South  $21^{\circ}32'41''$  West, for a distance of 126.31 feet; Thence North  $68^{\circ}57'30''$  West, for a distance of 51.51 feet; Thence North  $21^{\circ}31'51''$  East, for a distance of 0.17 feet; Thence North  $68^{\circ}28'09''$  West, for a distance of 0.50 feet; Thence South  $21^{\circ}31'51''$  West, for a distance of 22.47 feet; Thence North  $68^{\circ}16'05''$  West, for a distance of 9.37 feet; Thence North  $75^{\circ}47'25''$  West, for a distance of 0.80 feet; Thence South  $12^{\circ}12'10''$  West, for a distance of 0.34 feet; Thence South  $21^{\circ}22'52''$  West, for a distance of 42.71 feet; Thence North  $68^{\circ}27'19''$  West, for a distance of 7.48 feet; Thence South  $21^{\circ}05'33''$  West, for a distance of 33.92 feet; Thence South  $68^{\circ}05'58''$  East, for a distance of 8.49 feet; Thence South  $21^{\circ}30'29''$  West, for a distance of 186.78 feet; Thence North  $68^{\circ}37'47''$  West, for a distance of 59.38 feet; Thence South  $21^{\circ}36'54''$  West, for a distance of 127.77 feet; Thence North  $68^{\circ}23'06''$  West, for a distance of 33.95 feet; Thence South  $21^{\circ}41'23''$  West, for a distance of 45.49 feet; Thence South  $21^{\circ}41'23''$  West, for a distance of 100.23 feet; Thence North  $68^{\circ}14'01''$  West, for a distance of 47.17 feet; Thence South  $33^{\circ}37'35''$  West, for a distance of 57.26 feet; Thence South  $30^{\circ}24'54''$  West, for a distance of 53.21 feet; Thence North  $68^{\circ}28'34''$  West, for a distance of 5.06 feet to a point herein referenced to as Point C; Thence North  $30^{\circ}24'54''$  East, for a distance of 54.13 feet; Thence North  $33^{\circ}37'35''$  East, for a distance of 179.73 feet; Thence North  $36^{\circ}34'19''$  East, for a distance of 152.05 feet; Thence North  $47^{\circ}54'40''$  East, for a distance of 45.96 feet; Thence North  $36^{\circ}16'00''$  East, for a distance of 85.60 feet; Thence North  $53^{\circ}44'00''$  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  $88^{\circ}02'43''$  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  $65^{\circ}28'34''$  East, for a distance of 283.98 feet; Thence South  $73^{\circ}40'26''$  West, for a distance of 43.76 feet; Thence North  $89^{\circ}22'34''$  West, for a distance of 51.48 feet to a point on the Southerly line of said Parcel A; Thence North  $68^{\circ}28'34''$  West, along the Southerly line of said Parcel A, for a distance of 208.41 feet; Thence North  $30^{\circ}24'54''$  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:

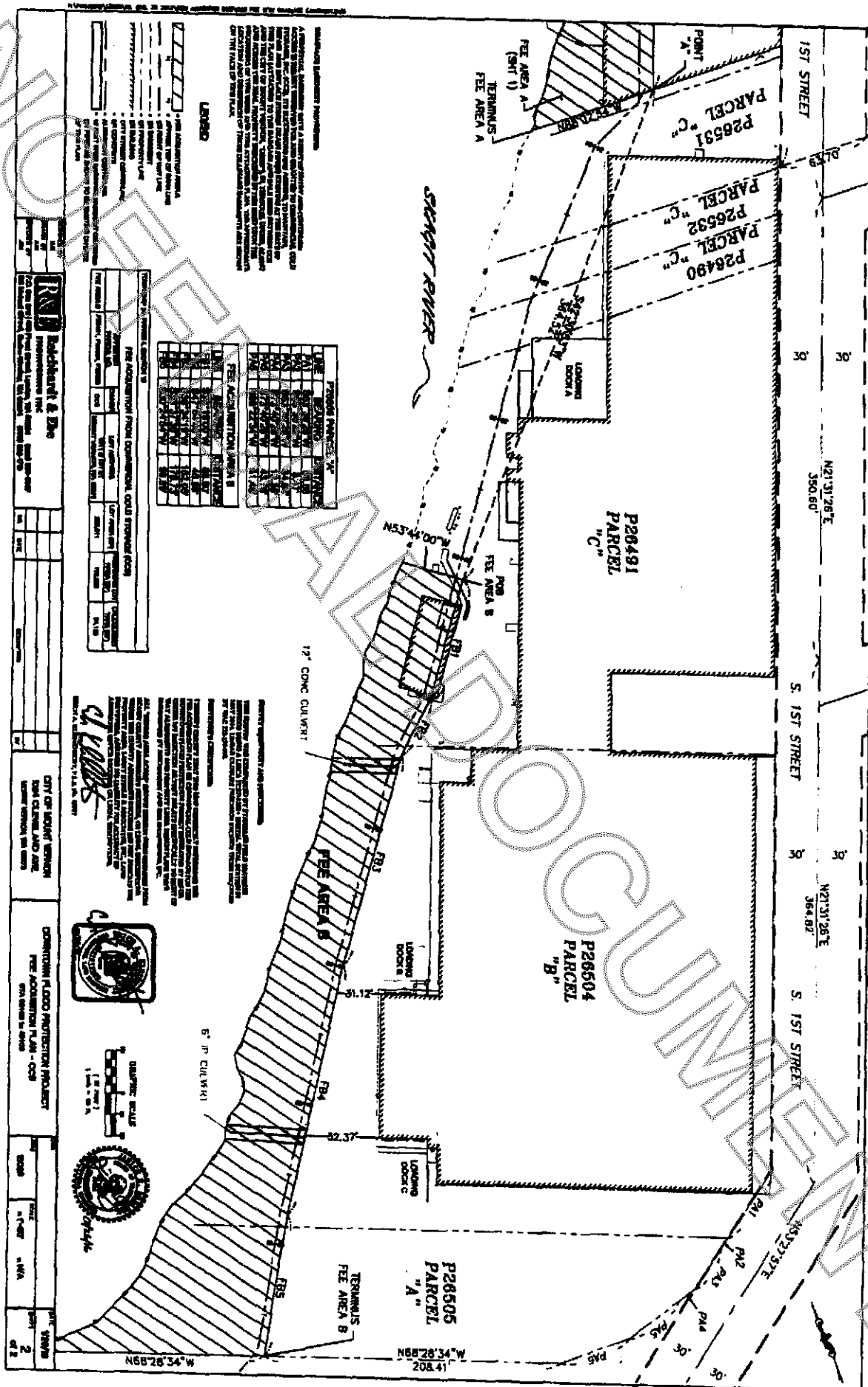
Commencing 60 feet West of the Southwest corner of Block 7, "RIVERSIDE ADDITION TO THE TOWN OF MOUNT VERNON", according to the Plat thereof recorded in Volume 3 of Plats, Page 24, said point being the intersection of the North line of Snoqualmie Street, if the same were extended, and the West line of 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.

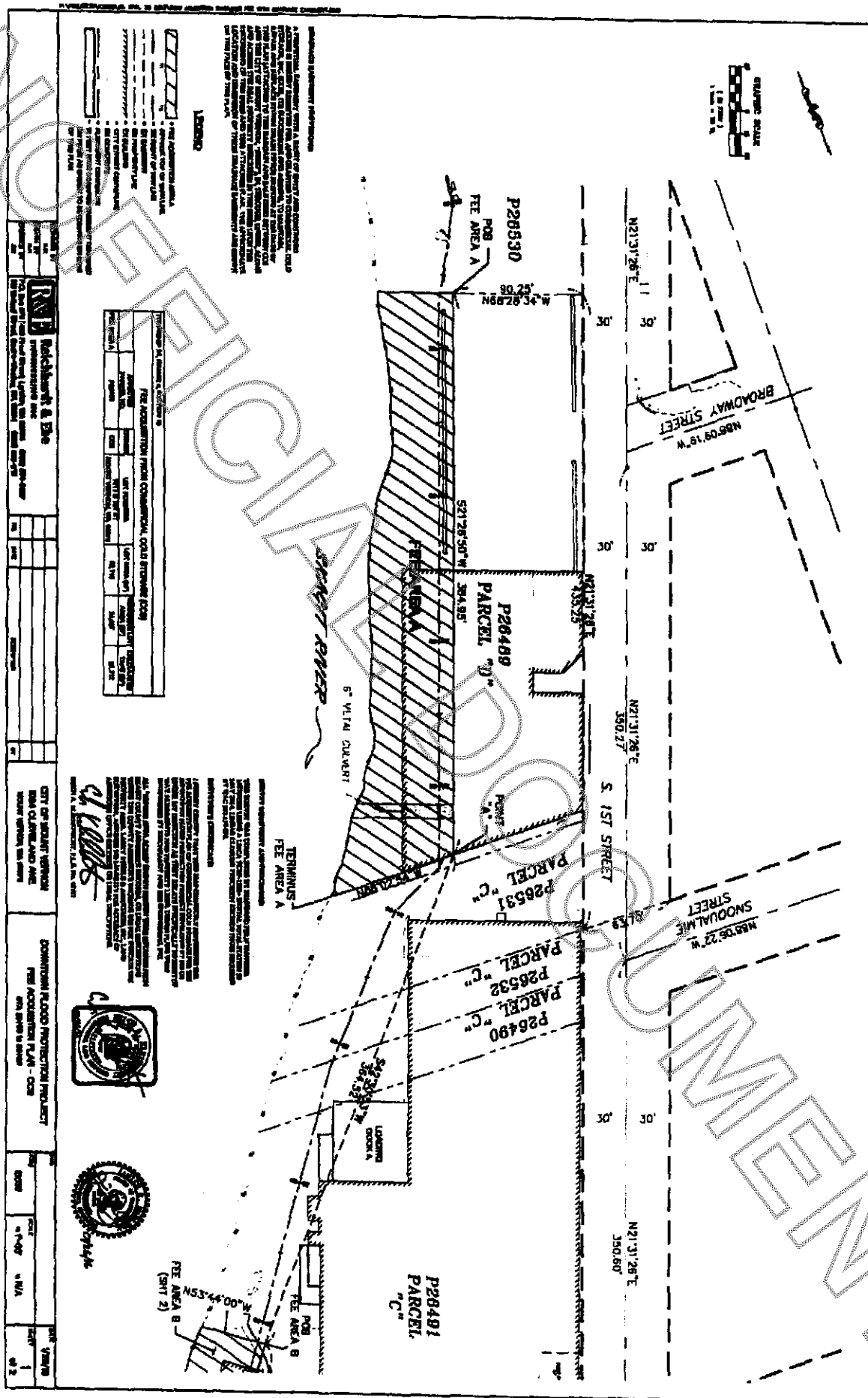
Prepared by Larry Steele & Associates, Inc.  
Land Surveyors  
1334 King Street, Ste. 1  
Bellingham WA 98229  
360-676-9350  
Job #03314.2  
January 26, 2016

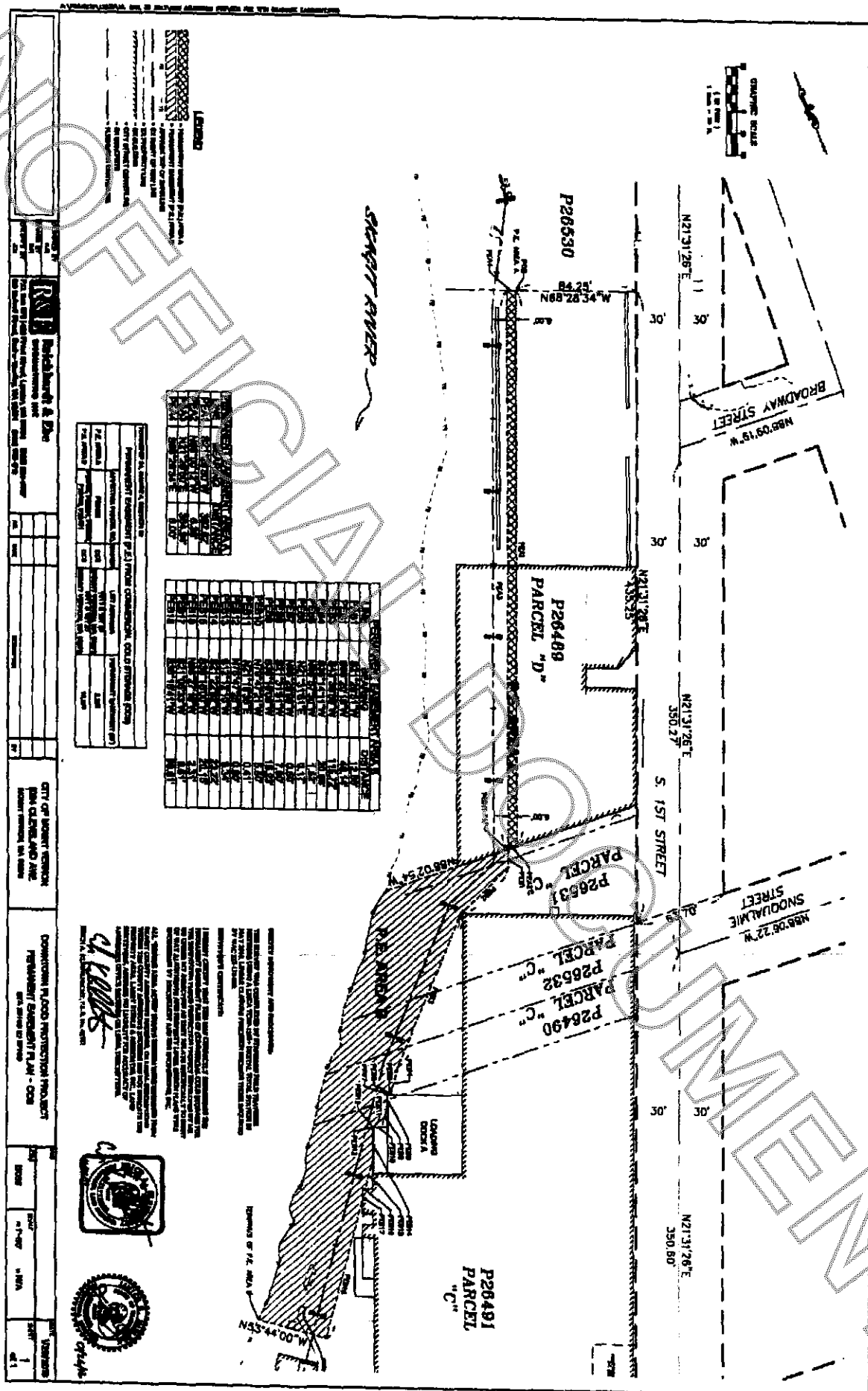


Exhibit 4 - 4

**EXHIBIT 5: CITY PROJECT ALIGNMENT**









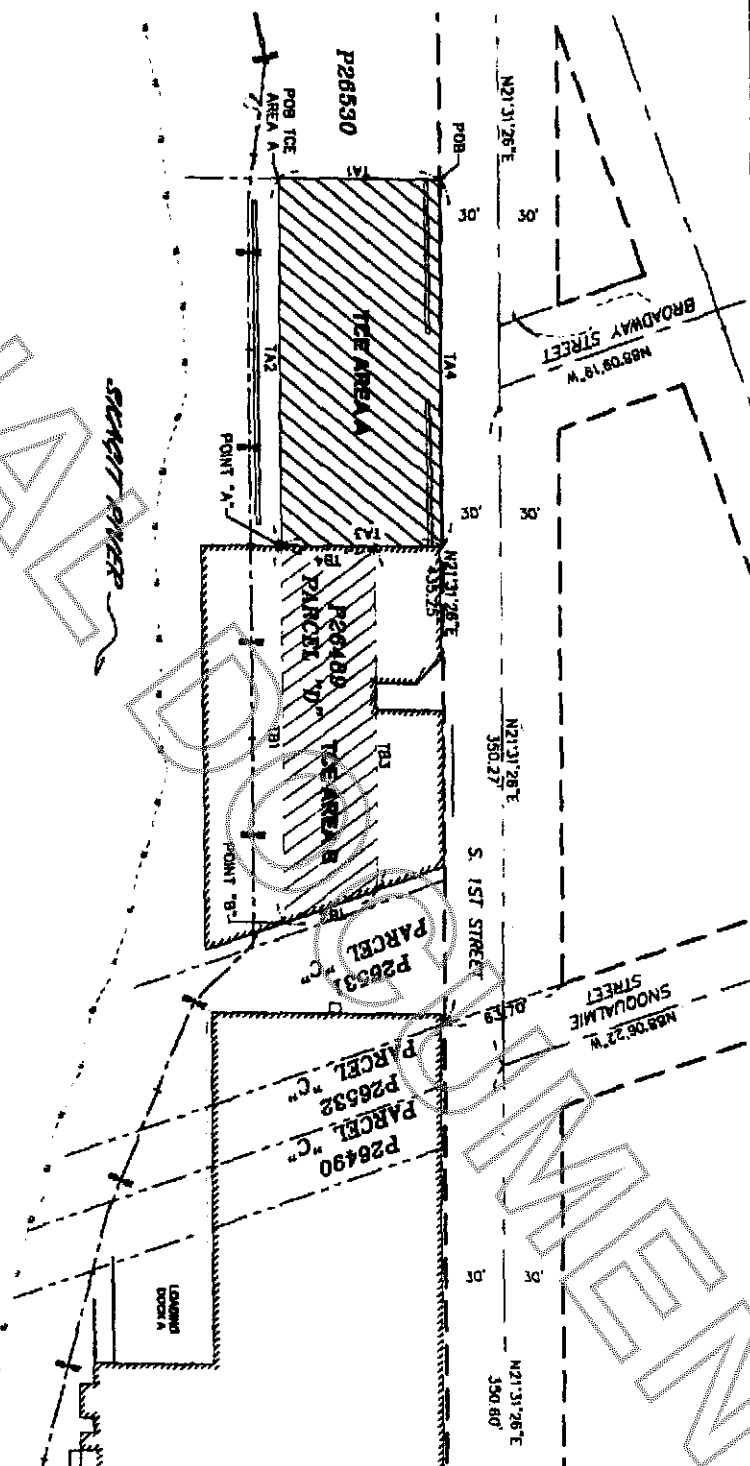
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- Legend
- Property boundaries
- Streets
- Water bodies
- Other features



Parcel Data	
Parcel ID	Area (sq. ft.)
P26530	1,000,000
P26490	1,000,000
P26532	1,000,000
P26490	1,000,000

SCARLET RIVER



Project Name	Scarlet River
Client	City of Portland
Map Scale	1 inch = 100 feet
Map Date	1/1/2023
Map Author	City of Portland
Map Reviewer	City of Portland
Map Status	Final





