

**After Recording Return To:**  
City of Mount Vernon  
910 Cleveland Avenue  
Mount Vernon, WA 98273  
Attn: Kevin Rogerson



**201910040086**

10/04/2019 02:23 PM Pages: 1 of 15 Fees: \$117.50  
Skagit County Auditor

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title:</b> Temporary Construction and Maintenance Easement Agreement  GUARDIAN NORTHWEST TITLE CO.	
<b>Grantor:</b>	City of Mount Vernon, a Washington municipal corporation 14-2683
<b>Grantee:</b>	VWA - Mount Vernon, LLC, an Ohio limited liability company
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range):  BURDENED: Lot 5, BLA No. ENGR19-0308, Recording No. 201910040054.  BENEFITED: Lots 1-4, 6 & 7, BLA No. ENGR19-0308, Recording No. 201910040054; Ptn. of Lots 8-11, Block 3, Tog. With Vac. 6th St Abutting, Kincaid's Addition to Mt. Vernon; Ptn. of SW ¼, SW ¼, Sec. 20, Twn. 34 N, Rge. 4 E; Ptn. of Lots 1-4, Block 1, Kincaid's Addition to Mt Vernon, Alley Abutting  Additional legal is on Exhibits A, B and C to document.	
<b>Assessor's Property Tax Parcel/Account Numbers:</b>  BURDENED: PTN P121047, PTN P26788  BENEFITED: PTN P121047, PTN P26788, P26886, P53379, P53378, P53377, P103224, P53376, P53376, P53374, P53373, P53372, P54122, P54114	

## TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is dated as of October 3, 2019, is by and between CITY OF MOUNT VERNON, a Washington municipal corporation ("City"), and VWA - MOUNT VERNON, LLC, an Ohio limited liability company ("Visconsi"), and is made with respect to the following recitals:

### RECITALS

A. Visconsi is the fee owner of certain real property situated in Skagit County, Washington and more particularly described on Exhibit A hereto (the "Visconsi Property").

B. Pursuant to that certain Real Property Disposition Agreement between City and Visconsi dated July 29, 2019 (the "RPDA"), Visconsi has acquired from City parcels of land adjacent to the Visconsi Property in Skagit County, Washington and more particularly described on Exhibit B attached hereto (the "Former City Property"). The Former City Property, together with the Visconsi Property, is referred to herein as the "Property."

C. Pursuant to the RPDA and as partial consideration for its acquisition of the Former City Property, Visconsi conveyed to City a parcel of unimproved land adjacent to the Visconsi Property and more particularly described on Exhibit C attached hereto ("Public Trail Area").

D. The parties have entered into a Public Benefits Agreement of even date herewith and recorded concurrently herewith (the "Public Benefits Agreement"), under which Visconsi has agreed to construct a public trail (the "Public Trail") upon the Public Trail Area as partial consideration for its acquisition of the Former City Property.

E. Pursuant to the Public Benefits Agreement, Visconsi will be constructing the Hard Surface and other Improvements in accordance with designs and plans approved by City and described in the Public Benefits Agreement. The Improvements consist of a hard surface public trail with decorative fence, landscaping on the adjacent Property, and certain other improvements.

F. As required by the RPDA and to allow Visconsi to construct the portion of the Improvements located in the Public Trail Area, City has agreed to grant Visconsi a temporary construction and maintenance easement on, over, and across the Public Trail Area on the terms and conditions contained herein. Capitalized terms not defined in this Agreement shall have the meaning given in the Public Benefits Agreement.

REVIEWED BY	
SKAGIT COUNTY TREASURER	
DEPUTY	<u>M. J. J. J.</u>
DATE	<u>10.4.19</u>

## AGREEMENT

NOW, THEREFORE, in furtherance of the Recitals set forth above (which are adopted as part of the agreement of the parties), in consideration of the mutual promises below and for no monetary consideration, the parties agree to the following:

1. Grant of Easement. City grants to Visconsi, for the benefit of the Property, a temporary easement for the construction of the Improvements across, over and through the Public Trail Area. In addition, City grants to Visconsi for the benefit of the Property a temporary easement for the maintenance of the Hard Surface, including repairing cracks and holes, cleaning, sweeping and trash pickup (the "Temporary Hard Surface Maintenance"). The easements hereinabove granted are collectively called the "Temporary Construction and Maintenance Easement."

2. Construction and Temporary Hard Surface Maintenance. Visconsi shall construct the Improvements in the Public Trail Area and on the Property in accordance with the Public Benefits Agreement. For one (1) year following substantial completion of the Improvements, Visconsi agrees to perform the Temporary Hard Surface Maintenance as required by the Public Benefits Agreement. Visconsi shall also be responsible for repairing or correcting any damage to the Improvements resulting from Visconsi's performance of the Temporary Hard Surface Maintenance. Visconsi shall pay, and shall cause any contractors, subcontractors, and affiliates to pay, the prevailing wage for the work performed by Visconsi or at its request for construction of the Improvements and performance of the Temporary Hard Surface Maintenance in the Public Trail Area. During any period of construction or maintenance in the Public Trail Area, Visconsi will keep in force the insurance required under Section 10 of the Public Benefits Agreement.

3. Termination of Construction Easement. The Temporary Construction and Maintenance Easement shall terminate upon the recording of the Certificate of Performance in accordance with Section 7.1 of the Public Benefits Agreement.

4. Compliance with Laws. Visconsi shall comply with all applicable laws, ordinances, orders and regulations of all applicable governmental authorities in the exercise of its rights under this Agreement. Visconsi shall also observe such rules and regulations as may be adopted by City from time to time for the safety, care and cleanliness of the Public Trail Area.

5. Liens. Visconsi will not suffer or permit to be enforced against the Public Trail Area any mechanics, materialmen's or contractors liens or any judgment or claim for damage arising from Visconsi's construction of the Improvements or its exercise of its rights hereunder (collectively, the "Liens"). If any such Lien is claimed, Visconsi shall cause the same to be removed from title to the Public Trail Area within twenty (20) days after receiving

notice of such Lien and in all events before any action is brought to enforce the same against any of the Public Trail Area.

6. Indemnification. Visconsi shall protect, defend and save harmless City from any and all claims, demands, loss, damage, expense (including attorneys' fees), liens, charges and liability of every kind and description, including personal injury and for any damage to or loss of or destruction of property whatsoever (collectively, "Claims") suffered by City because, by reason of, or arising from the exercise by Visconsi or its agents or contractors of any of the access and construction rights granted herein during the term of this Agreement. Notwithstanding the foregoing, this indemnity obligation shall not apply to Claims arising out of the gross negligence or willful misconduct of City or its agents, employees, contractors or licensees.

7. Remedies. If Visconsi fails to observe or perform any of the terms, conditions, or covenants contained in this Agreement, City shall be entitled to all remedies in law or in equity against Visconsi, as set forth in the Public Benefits Agreement.

8. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following addresses:

If to City: City of Mount Vernon  
910 Cleveland Avenue  
Mount Vernon, WA 98273  
Attention: Kevin Rogerson  
Phone: (360) 336-6203  
Email: kevinr@mountvernonwa.gov

If to Visconsi: VWA – Mount Vernon, LLC  
c/o Visconsi Companies, Ltd.  
30050 Chagrin Blvd., Ste. 360  
Pepper Pike, OH 44124  
Attention: Brad Goldberg  
Phone: (216) 464-5550  
Email: bgoldberg@visconsi.com

Either party may change its address for notice by giving the other party written notice thereof as herein provided. Notices shall not be given by email.

9. Run with the Land. The rights and obligations of the parties touch and concern the Property and the Public Trail Area and shall inure to the benefit of and be binding upon their respective successors and assigns.

10. Representation and Warranty. Each party hereby warrants and represent to the other that (i) it has the legal right, power and authority to enter into this Agreement and to

perform in accordance with its terms and provisions; (ii) the individual signing this Agreement on its behalf has the authority to bind the party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery and performance of this Agreement.

*[Signature pages follow.]*

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**VISCONSI:**

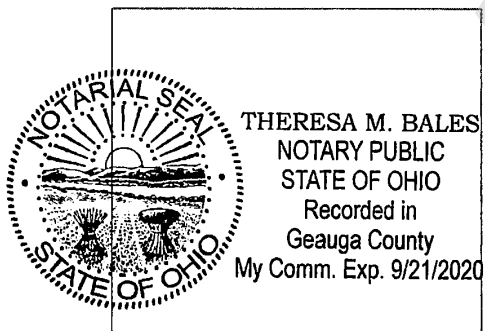
VWA – MOUNT VERNON, LLC, an Ohio limited liability company

By: Dominic A. Visconsi  
 Name: Dominic A. Visconsi, Jr.  
 Its: Manager

State of Ohio

County of Cuyahoga

This record was acknowledged before me on October 1, 2019 by Dominic A. Visconsi as Manager of VWA – Mount Vernon, LLC, an Ohio limited liability company.



(Stamp)

(Use this space for notarial stamp/seal)

Theresa M. Bales  
 (Signature of notary public)  
Notary  
 (Title of office)  
 My Commission Expires: 9/21/2020  
 (Date)

[Visconsi's Signature Page to Temporary Construction and Maintenance Easement]

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

**CITY:**

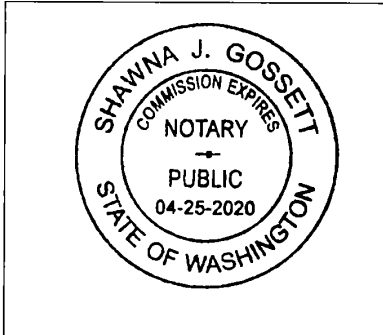
CITY OF MOUNT VERNON, a Washington municipal corporation

By: [Signature]  
Name: Jill Boudreau  
Title: Mayor

State of Washington

County of Skagit

This record was acknowledged before me on October 2, 2019 by Jill Boudreau as Mayor of the City of Mount Vernon, a Washington municipal corporation.



(Stamp)

[Signature]  
(Signature of notary public)

SHAWNA J. Gossett  
(Title of office)

My Commission Expires: 04/25/2020  
(Date)

[City's Signature Page to Temporary Construction and Maintenance Easement]

**EXHIBIT A**Legal Description of the Visconsi Property

LOTS 1 THROUGH 4, 6 AND 7 OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, RECORDED UNDER NO. 201910040056 IN THE OFFICIAL RECORDS OF SKAGIT COUNTY, WASHINGTON.

FORMERLY DESCRIBED AS:

PARCEL "A":

THAT PORTION OF THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF KINCAID STREET, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF MOUNT VERNON, WASHINGTON, AND A LINE DRAWN PARALLEL WITH AND DISTANT 54.0 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY'S) MAIN TRACK CENTERLINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE SOUTHERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE A DISTANCE OF 429.0 FEET; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 215.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 300.0 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.0 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 129.0 FEET TO THE POINT OF INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF KINCAID STREET; THENCE WESTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF KINCAID STREET A DISTANCE OF 185.0 FEET TO THE POINT OF BEGINNING. EXCEPT THOSE PORTIONS THEREOF, IF ANY, LYING EAST OF THE EAST LINES OF THOSE PROPERTIES CONVEYED TO THE SEATTLE AND MONTANA RAILWAY COMPANY BY DEEDS RECORDED IN VOLUME 15 OF DEEDS, PAGE 411, AND IN VOLUME 18 OF DEEDS, PAGE 537.

EXCEPT THOSE TWO NORTHERLY AND NORTHEASTERLY PORTIONS THEREOF CONVEYED TO THE STATE OF WASHINGTON AND THE CITY OF MOUNT VERNON BY AUDITOR'S FILE NOS. 9803170090 AND 200005080050, RESPECTIVELY.

PORTION OF PARCEL "B":

EXHIBIT A



THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST ½ OF WEST ½ OF SOUTHWEST ¼ OF SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AT MT. VERNON, SKAGIT COUNTY, WASHINGTON, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 25.0 FEET AND 54.0 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID 54.0 FOOT PARALLEL LINE ALSO BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO ALFCO, INC. DATED JULY 27, 1992 AND RECORDED AS DOCUMENT NO. 9209030031 IN AND FOR SKAGIT COUNTY, WASHINGTON, BEING ON THE WESTERLY BOUNDARIES OF TWO PARCELS OF LAND DESCRIBED IN WARRANTY DEED FROM THE GREAT NORTHERN RAILWAY COMPANY TO LIBBY, MCNEILL & LIBBY, A MAINE CORPORATION DATED MAY 8, 1955, BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM THE GREAT NORTHERN RAILWAY COMPANY TO S.A. MOFFETT AND WIFE DATED NOVEMBER 14, 1944 AND BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY DATED OCTOBER 17, 1988, BOUNDED ON THE SOUTH BY THE NORTH LINE OF SECTION STREET AND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF BROADWAY STREET, ACCORDING TO THE RECORDED PLAT OF MT. VERNON, WASHINGTON.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING SOUTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1, "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "C":

THOSE PORTIONS OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, DISTANT 620.11 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE 65 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY DISTANT 54 FEET EASTERLY FROM THE CENTERLINE OF THE MAIN TRACK OF THE RAILWAY OF THE GREAT NORTHERN RAILWAY COMPANY, AS NOW LOCATED AND CONSTRUCTED, TO THE PLACE OF BEGINNING; THENCE NORTHERLY PARALLEL WITH SAID CENTER LINE OF MAIN TRACK AND DISTANT 54 FEET EAST THEREFROM 158 FEET; THENCE EASTERLY PERPENDICULAR TO SAID

EXHIBIT A

WEST LINE 215 FEET, MORE OR LESS, TO A POINT PERPENDICULARLY DISTANT 280 FEET EASTERLY FROM SAID WEST LINE, THENCE SOUTHERLY PARALLEL WITH SAID WEST LINE 158 FEET; THENCE WESTERLY PERPENDICULAR TO SAID WEST LINE 215 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING SOUTHERLY OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1, "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "F":

LOT 16, BLOCK 2, "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON, EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1 BY DEEDS RECORDED APRIL 17, 1953, JULY 17, 1972 AND SEPTEMBER 1, 1972 UNDER AUDITOR'S FILE NOS. 487248, 771195 AND 775979.

PARCEL "G":

LOTS 1, 2, 3, 4, 5 AND 6, ALL IN BLOCK 2, "KINCAID'S ADDITION TO MT. VERNON, SKAGIT CO., WASH.", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL "H":

LOT 1, BLOCK 1, "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THE WEST 5 FEET OF VACATED SOUTH SIXTH STREET THAT HAS REVERTED THERETO BY OPERATION OF LAW.

PARCEL "I":

THE EASTERLY 29.0 FEET OF THE BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 25.0 FEET AND 54.0 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID 54.0 FOOT PARALLEL LINE ALSO BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY DATED OCTOBER 17, 1988, BOUNDED ON THE SOUTH BY EASTERLY EXTENSION OF THE SOUTH LINE OF BROADWAY STREET AND BOUNDED ON THE NORTH BY A LINE DRAWN PARALLEL WITH AND 45 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE K LINE SURVEY

EXHIBIT A

LINE OF SR 5, MOUNT VERNON; BLACKBURN ROAD TO SKAGIT RIVER. THE SPECIFIC DETAILS OF SAID K LINE ARE SHOWN ON THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, AND BEARING THE DATE OF APPROVAL, FEBRUARY 25, 1971, REVISED NOVEMBER 22, 1996.

EXCEPT THAT NORTHERLY PORTION THEREOF CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED MAY 8, 2000 AS AUDITOR'S FILE NO. 200005080050.

ALSO EXCEPT THE WEST 5.6 FEET THEREOF AS CONVEYED TO THE BN LEASING CORPORATION BY DEEDS RECORDED APRIL 25, 2003 AND JUNE 27, 2003 AS AUDITOR'S FILE NOS. 200304250120 AND 200306270020, RESPECTIVELY.

BNSF GAP PROPERTY:

THAT PORTION OF THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  THAT IS 462.11 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 65 FEET, MORE OR LESS, TO A POINT PERPENDICULAR AND 54 FEET EASTERLY, FROM THE CENTER LINE OF THE MAIN TRACK OF THE RAILWAY OF THE GREAT NORTHERN RAILWAY COMPANY, AS LOCATED ON MAY 8, 1955 TO THE TRUE POINT OF BEGINNING, WHICH POINT IS ALSO THE NORTHWEST CORNER OF THE SECOND PARCEL OF LAND DESCRIBED ON THAT CERTAIN DEED IN FAVOR OF LIBBY, MCNEILL & LIBBY CORPORATION BY DEED RECORDED OCTOBER 31, 1955 AS SKAGIT COUNTY AUDITOR'S FILE NUMBER 526435; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LIBBY, MCNEILL & LIBBY PARCEL 215 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING ON A LINE 280 FEET PERPENDICULAR TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH, A DISTANCE OF 3.11 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO THE GLACIER PARK COMPANY AS PARCEL 1 ON THAT CERTAIN DEED RECORDED JULY 2, 1989 AS AUDITOR'S FILE NO. 8906020025; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID GLACIER PARK PARCEL 215 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 3.11 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH VACATED ROADS AND ALLEYS ABUTTING, AS THE SAME HAVE BEEN VACATED.

ALL SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY WASHINGTON.

EXHIBIT A

**EXHIBIT B****Legal Description of the Former City Property****Vacant Lot Property**

THAT PORTION OF LOTS 8, 9, 10 AND 11, BLOCK 3, AND THAT PORTION OF SOUTH 6TH STREET LYING BETWEEN SAID BLOCK 3 AND BLOCK 2 OF KINCAID'S ADDITION TO MOUNT VERNON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF A LINE DRAWN PARALLEL WITH AND 85 FEET DISTANT SOUTHWESTERLY MEASURED AT RIGHT ANGLES, FROM THE KINCAID STREET RAMP CENTERLINE OF PRIMARY HIGHWAY NO. 1, CONWAY JCT., PRIMARY STATE HIGHWAY NO. 1, NORTH OF BURLINGTON, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH ARE TO BE FOUND WITHIN THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE DIRECTOR OF HIGHWAYS AT OLYMPIA, AND BEARING DATE OF APPROVAL JANUARY 27, 1953, REVISED NOVEMBER 3, 1954.

EXCEPT THAT PORTION, THEREOF, IF ANY, NOT LYING WITHIN THE PROPERTY CONVEYED TO THE CITY OF MOUNT VERNON BY IN DEED RECORDED UNDER AUDITOR'S FILE NO. 842193.

TOGETHER WITH

THAT PORTION OF THE SOUTH 129 FEET OF THE NORTH 159 FEET OF THE EAST 30 FEET OF THE WEST 280 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. LYING WITHIN THE PROPERTY CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED AS SKAGIT COUNTY AUDITOR'S FILE NO. 842193.

**WSDOT Parcel**

LOTS 1 TO 4 INCLUSIVE, BLOCK 1, KINCAID'S ADDITION TO MT. VERNON, SKAGIT CO., WASH., AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 4 WITH THE WESTERLY RIGHT OF WAY LINE OF SR 5, AS SHOWN ON SR 5, MOUNT VERNON: BLACKBURN ST. TO SKAGIT RIVER, AS IT EXISTED ON

EXHIBIT B

JULY 7, 2018; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF SAID LOT 1, BEING A POINT OPPOSITE HIGHWAY ENGINEER'S STATION K 2+80, ON THE K LINE SURVEY OF SAID HIGHWAY, AND 70 FEET SOUTHERLY THEREFROM AND THE TERMINUS OF THIS LINE DESCRIPTION.

Right of Way Parcel

**KINCAID ADDITION ALLEY RIGHT-OF-WAY VACATION**

THE PLATTED ALLEY BETWEEN BLOCKS 1 AND 2, KINCAID'S ADDITION TO MOUNT VERNON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 84, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**SIXTH STREET RIGHT-OF-WAY VACATION**

SIXTH STREET ABUTTING LOTS 1 AND 16 WITHIN BLOCK 1 OF PICKEN'S ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**EXHIBIT C**Legal Description of the Public Trail Area

LOT 5 OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, RECORDED UNDER NO. 201910040086 IN THE OFFICIAL RECORDS OF SKAGIT COUNTY, WASHINGTON.

CONTAINING 5,467 SQUARE FEET, MORE OR LESS.

FORMERLY DESCRIBED AS:

THE WEST 10.00 FEET OF THE FOLLOWING DESCRIBED PARCEL "I":

THE EASTERLY 29.0 FEET OF THE BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST ½ OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 25.0 FEET AND 54.0 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID 54.0 FOOT PARALLEL LINE ALSO BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUIT CLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY DATED OCTOBER 17, 1988, BOUNDED ON THE SOUTH BY EASTERLY EXTENSION OF THE SOUTH LINE OF BROADWAY STREET AND BOUNDED ON THE NORTH BY A LINE DRAWN PARALLEL WITH AND 45 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE K LINE SURVEY LINE OF SR 5, MOUNT VERNON; BLACKBURN ROAD TO SKAGIT RIVER. THE SPECIFIC DETAILS OF SAID K LINE ARE SHOWN ON THAT CERTAIN MAP OF DEFINITE LOCATION NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, AND BEARING THE DATE OF APPROVAL, FEBRUARY 25, 1971, REVISED NOVEMBER 22, 1996.

EXCEPT THAT NORTHERLY PORTION THEREOF CONVEYED TO THE CITY OF MOUNT VERNON BY DEED RECORDED MAY 8, 2000 AS AUDITOR'S FILE NO. 200005080050.

ALSO EXCEPT THE WEST 5.6 FEET THEREOF AS CONVEYED TO THE BN LEASING CORPORATION BY DEEDS RECORDED APRIL 25, 2003 AND JUNE 27, 2003 AS AUDITOR'S FILE NOS. 200304250120 AND 200306270020, RESPECTIVELY.

TOGETHER WITH THE WEST 15.60 FEET OF THE FOLLOWING DESCRIBED PARCEL "B", EXCEPTING ANY PORTION THEREOF LYING SOUTHERLY OF THE

EXHIBIT C

WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1, "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON:

PARCEL "B"

THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST  $\frac{1}{2}$  OF WEST  $\frac{1}{2}$  OF SOUTHWEST  $\frac{1}{4}$  OF SOUTHWEST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., AT MT. VERNON, SKAGIT COUNTY, WASHINGTON, LYING BETWEEN TWO LINES DRAWN PARALLEL WITH AND DISTANT, RESPECTIVELY, 25.0 FEET AND 54.0 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED, SAID 54.0 FOOT PARALLEL LINE ALSO BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO ALFCO, INC. DATED JULY 27, 1992 AND RECORDED AS DOCUMENT NO. 9209030031 IN AND FOR SKAGIT COUNTY, WASHINGTON, BEING ON THE WESTERLY BOUNDARIES OF TWO PARCELS OF LAND DESCRIBED IN WARRANTY DEED FROM THE GREAT NORTHERN RAILWAY COMPANY TO LIBBY, MCNEILL & LIBBY, A MAINE CORPORATION DATED MAY 8, 1955, BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN WARRANTY DEED FROM THE GREAT NORTHERN RAILWAY COMPANY TO S.A. MOFFETT AND WIFE DATED NOVEMBER 14, 1944 AND BEING ON THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY DATED OCTOBER 17, 1988, BOUNDED ON THE SOUTH BY THE NORTH LINE OF SECTION STREET AND BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF BROADWAY STREET, ACCORDING TO THE RECORDED PLAT OF MT. VERNON, WASHINGTON.

ALL SITUATE IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY WASHINGTON.

EXHIBIT C