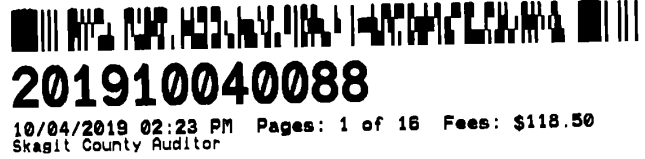
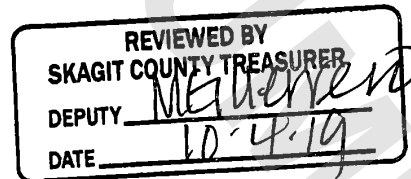


After Recording Return To:
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273
Attn: Kevin Rogerson



AUDITOR/RECORDER'S INDEXING FORM

| | |
|---|---|
| Document Title: Public Trail Access and Maintenance Easement Agreement GUARDIAN NORTHWEST TITLE CO. | |
| Grantor: | VWA - Mount Vernon, LLC, an Ohio limited liability company <i>1A-2683</i> |
| Grantee: | City of Mount Vernon, a Washington municipal corporation |
| Legal description (abbreviated: i.e. lot, block, plat or section, township, range): BURDENED: Lots 1-4, 6 & 7, BLA No. ENGR19-0308, Recording No. <i>201910040056</i> , 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 BENEFITED: Lot 5, BLA No. ENGR19-0308, Recording No. <i>201910040056</i> Additional legal is on Exhibits A, B, and C to document. | |
| Assessor's Property Tax Parcel/Account Numbers: BURDENED: PTN P121047, PTN P26788, P26886, P53379, P53378, P53377, P103224, P53376, P53376, P53374, P53373, P53372, P54122, P54114 BENEFITTED: PTN P121047, PTN P26788 | |



PUBLIC TRAIL ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS PUBLIC TRAIL ACCESS AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is dated as of October 3, 2019 by VWA - MOUNT VERNON, LLC, an Ohio limited liability company ("Visconsi") to the CITY OF MOUNT VERNON, a Washington municipal corporation ("City") and is made with reference 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 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"). The Public Trail Area is currently unimproved. As described below, Visconsi will be improving the Public Trail Area as a public trail with certain Improvements, which will be owned by City (the "Public Trail").

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 the Improvements and maintain the Hard Surface for a period of one (1) year after substantial completion of the Improvements. Thereafter, City shall be responsible for maintaining the hard surface of the Public Trail and decorative fencing thereon (the "Hard Surface") on the Public Trail Area (the "Permanent Hard Surface Maintenance").

E. As required by the RPDA and to facilitate the City's performance of the Permanent Hard Surface Maintenance, Visconsi has agreed to grant City a perpetual easement for ingress and egress over, across and through a portion of the Visconsi Property adjacent to the Public Trail Area more particularly described on Exhibit D hereto (the "Easement 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.

AGREEMENT

NOW, THEREFORE, in furtherance of the Recitals set forth above (which are adopted herein and included as part of the agreement of the parties), in consideration of the

mutual promises set forth below, and for no monetary consideration, the parties agree to the following:

1. Grant of Easement. Visconsi hereby grants to City, for the benefit of the Public Trail Area, a perpetual non-exclusive easement over, across and through the Easement Area for the purpose of accessing and using the Public Trail Area for the performance of the Permanent Hard Surface Maintenance. City may use the Easement Area to stage and store equipment during maintenance activities only so long as such activities do not unreasonably interfere with Visconsi's use of the Easement Area. Visconsi reserves the right to use and improve the Easement Area with landscaping, lighting and underground utilities, and those additional improvements made pursuant to the Public Benefits Agreement (the "Additional Improvements"), and together with other improvements installed by Visconsi within the Easement Area, the "Easement Area Improvements") so long as such use does not unreasonably interfere with City's rights under this Agreement. Notwithstanding the foregoing, Visconsi shall not erect any fences, barriers, structures, or other improvements on the Easement Area that would impede or obstruct City's use of the Easement Area or access to the Public Trail Area.

2. Permanent Hard Surface Maintenance. City may use the Easement Area for performance of the Permanent Hard Surface Maintenance, which shall include, without limitation: installing, maintaining, repairing, and replacing the Hard Surface, performing any necessary grading and sloping work associated with the Hard Surface, and any other work City deems necessary to maintain the Hard Surface. If City damages any Easement Area Improvements in exercising its rights under this Agreement, City shall promptly repair or replace such damaged Easement Area Improvements.

3. Duration. The easements and covenants contained herein shall be perpetual in duration.

4. Compliance with Laws. City shall comply with all applicable laws, ordinances, orders and regulations of all applicable governmental authorities in the exercise of its rights under this Agreement.

5. Liens. City will not suffer or permit to be enforced against the Property any mechanics, materialmen's or contractors liens or any judgment or claim for damage arising from City's exercise of its rights hereunder (collectively, the "Liens"). If any such Lien is claimed, City shall cause the same to be removed from title to the Property 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 Property.

6. Indemnification. City shall protect, defend and save harmless Visconsi 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 Visconsi

because, by reason of, or arising from the exercise by City or its agents or contractors of any of the rights granted herein. Notwithstanding the foregoing, this indemnity obligation shall not apply to Claims arising out of the gross negligence or willful misconduct of Visconsi or its agents, employees, contractors or licensees.

7. 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.

8. Run with the Land. The rights and obligations of the parties shall inure to the benefit of and be binding upon the respective successors and assigns. The parties further agree that this Agreement touches and concerns the land and shall be considered a covenant that runs with the Property and the Public Trail Area.

9. 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:

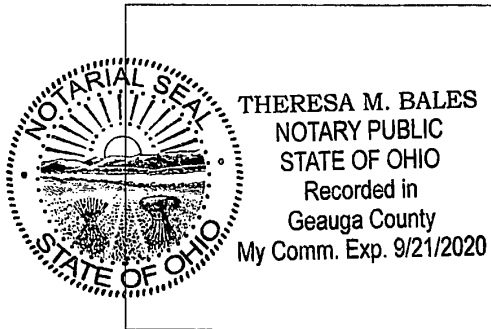
VWA – MOUNT VERNON, LLC, an Ohio limited liability company

By: Dominic A. Visconsi, Jr.
 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, Jr. 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 Public Trail Access and Maintenance Easement Agreement]

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

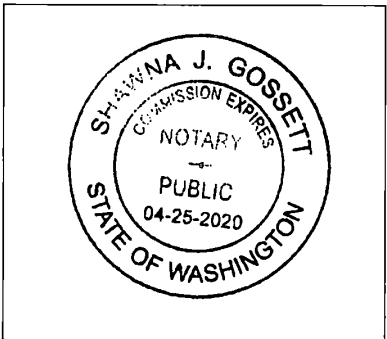
CITY:

CITY OF MOUNT VERNON, a Washington municipal corporation

By: [Signature]
Name: JILL BROWDER
Title: Mayor

State of Washington
County of Skagit

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



(Stamp)

[Signature]
(Signature of notary public)
Notary
(Title of office)
My Commission Expires: 04/25/2020
(Date)

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. 201910040088 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 $\frac{1}{2}$ 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.

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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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

EXHIBIT A

EAST THEREFROM 158 FEET; THENCE EASTERLY PERPENDICULAR TO SAID 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

EXHIBIT A

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.

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.

EXHIBIT A

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

EXHIBIT A

5

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,

EXHIBIT B

MOUNT VERNON: BLACKBURN ST. TO SKAGIT RIVER, AS IT EXISTED ON 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 CLegal Description of the Public Trail Area

LOT 5 OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, RECORDED UNDER NO. 201910040050 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 $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ 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.

EXHIBIT C

TOGETHER WITH THE WEST 15.60 FEET OF THE FOLLOWING DESCRIBED PARCEL "B", EXCEPTING 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 "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

EXHIBIT DLegal Description of the Easement Area

THE WEST TEN (10) FEET OF LOT 4, AND THE WEST TEN (10) FEET OF THE NORTH 198.62 FEET OF LOT 6, OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, RECORDED UNDER NO. 201910040056 IN THE OFFICIAL RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXHIBIT D

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