

After Recording Mail To:  
Porter Wright Morris & Arthur LLP  
950 Main Avenue, Suite 500  
Cleveland, Ohio 44113  
Attention: William R. Weir



**201910040090**

10/04/2019 02:23 PM Pages: 1 of 17 Fees: \$119.50  
Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.

14-2683

**ASSIGNMENT OF LEASES AND RENTS**

Washington State County Auditor's/Recorder's Information (RCW 65.04):

**Grantor:** VWA – Mount Vernon, LLC, an Ohio limited liability company

**Beneficiary:** The Huntington National Bank, a national banking association

**Abbreviated Legal**

PTN W $\frac{1}{2}$  SW 20-34.4

**Descriptions:**

**Assessor's Property Tax**

**Parcel Account Numbers:**

P26788 P26886 P53373 P53375 P53376  
P53377 P53378 P54114 P54122 P121047  
P53374 P103224

## **ASSIGNMENT OF LEASES AND RENTS**

This *Assignment of Leases and Rents* ("Assignment"), made this 3<sup>rd</sup> day of October, 2019 (the "Effective Date"), by VWA – Mount Vernon, LLC, an Ohio limited liability company, whose address is c/o Visconsi Companies, Ltd., 30050 Chagrin Boulevard, Suite 360, Pepper Pike, Ohio 44124-5774 ("Assignor") to The Huntington National Bank, a national banking association, with a place of business and address at 200 Public Square (CM17), Cleveland, Ohio 44114 ("Assignee").

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to all leases, licenses or other occupancy agreements now or hereafter entered into whether oral or written which demise any portion of the real estate described in Exhibit A attached hereto ("Premises"), together with any and all extensions and renewals thereof (all such leases being hereinafter collectively referred to as the "Leases"), together with any guarantees of the tenants' obligations thereunder, together with the immediate and continuing right to collect and receive all rents, revenues, income, payments, issues and profits arising from the Leases or out of the Premises or any part thereof, together with the right to all proceeds payable to Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived therefrom including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance existing thereon, claims for damages resulting from default under said Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of said Leases or the waiver of any obligation or term thereof prior to the expiration date and the return of any insurance premiums or ad valorem tax payments made in advance and subsequently refunded (hereinafter referred to as the "Rents"), all for the purpose of securing the following (hereinafter collectively referred to as the "Indebtedness"):

ONE. Payment of the indebtedness evidenced by that certain *Promissory Note* (including any extensions, amendments, or renewals thereof, the "Note") in the original principal sum of up to \$5,423,000.00 dated the Effective Date, executed and delivered by Assignor and payable to the order of Assignee; which Note is secured by a *Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing* (as amended, restated, replaced, supplemented, or otherwise modified from time to time, "Security Instrument") dated the Effective Date from Assignor to the Trustee (as defined in the Security Instrument), for the benefit of Assignee, upon the Premises, filed for record in the County of Skagit, State of Washington;

TWO. Payment of all other sums with interest thereon becoming due and payable to Assignee pursuant to the terms of this Assignment, the Note, the Security Instrument and that certain *Construction Loan Agreement* by and between Borrower and Assignee dated the Effective Date (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Loan Agreement"); and

**THREE.** Performance and discharge of each and every obligation, covenant and agreement of Borrower pursuant to the terms of this Assignment, the Loan Agreement, the Note, the Security Instrument, and the other Loan Documents.

**AND ASSIGNOR FURTHER AGREES, ASSIGNS AND COVENANTS:**

1. **Leases.** To faithfully abide by, perform and discharge each and every material obligation, covenant and agreement of the Leases by Assignor to be performed; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases by the tenants to be performed; not to borrow against, pledge, or assign any of Assignor's rights under the Leases or any Rents due thereunder; not to consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee; not to accept the Rents under the Leases for more than one (1) month in advance or reduce the amount of the Rents thereunder; and not to incur any indebtedness to the tenants without the prior written consent of Assignee. In addition, Assignor covenants and agrees that, with respect to all Leases and except as otherwise set forth in the Loan Agreement or Security Instrument, it shall not: (a) execute any Lease that provides for a term (including renewal or option periods) of less than ten (10) years and/or for an annual base rent of less than market rates; (b) surrender or terminate (except upon a default under such lease), either orally or in writing, any lease now existing or hereafter made of all or any part of the Premises which then has a term of five (5) years or more then remaining after the effective date of termination or surrender of such lease; or (c) amend or modify any lease in a manner that would reduce the then existing term and/or then existing annual rent by more than ten percent (10%).

2. **Protect Security.** At Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor thereunder, and to pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee in its sole discretion may appear.

3. **Representations.** Assignor represents and warrants that, to the best of its knowledge: (a) it has good title to the Leases (if any) with full right to assign the same and the Rents due thereunder; (b) the Leases (if any) are valid, enforceable, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or Rents due thereunder; (d) to the best of its knowledge, there are no existing defaults under the provisions of the Leases on the part of any party thereto; (e) no Rents have been waived, anticipated, discounted, setoff, compromised, discharged or released; and (f) the tenants under the Leases have no material defenses, setoffs, or counterclaims against Assignor.

4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment of the Leases and Rents, provided Assignee hereby grants a license to Assignor to collect all of the Rents, but not prior to accrual, and to retain, use and enjoy the same unless and until an Event of Default, as defined in the Note, shall occur and be continuing. Except as otherwise provided for herein or in the Loan Agreement, Assignor hereby releases and surrenders to Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of Assignee.

5. **Event of Default and Remedies.** Assignor failure to comply with any of the provisions, conditions, or covenants contained in this Assignment within any grace period described herein, or the occurrence of an Event of Default, as defined in the Note, shall constitute an Event of Default under the terms of this Assignment (hereinafter referred to as the "Event of Default"). The license granted Assignor hereunder to collect the Rents, shall be automatically revoked upon an Event of Default and Lender may, at its option, without notice, and without regard to waste, adequacy of the security or insolvency of Assignor, either:

a. in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require Assignor to give, notice to the tenants under the Leases authorizing and directing the tenants to pay all Rents directly to Assignee; collect all of the Rents; enforce the payment thereof and exercise all of the rights of Assignor under the Leases and all of the rights of Assignee hereunder; and may enter upon, take possession of, manage and operate the Premises, or any part thereof; may cancel, enforce or modify the Leases, and fix or modify Rents, and do any acts which Assignee deems proper to protect the security hereof; or

b. apply for appointment of a receiver as a matter of right and without notice in accordance with the statutes and law made and provided for, which receivership Assignor hereby consents to, who shall collect the Rents; manage the Premises so as to prevent waste; execute Leases within or beyond the period of receivership; perform the terms of this Assignment and apply the Rents as hereinafter provided.

The entering upon and taking possession of such Premises, the appointment of a receiver, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Security Instrument or invalidate any act done pursuant to said notice, nor in any way operate to prevent Assignee from pursuing any remedy which now or hereafter it may have under the terms and conditions of the Security Instrument or the Note secured thereby or any other instruments securing the same. The rights and powers of Assignee hereunder shall remain in full force and effect both prior to and after any foreclosure of the Security Instrument and any sale pursuant thereto and until expiration of the period of redemption from said sale, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including Assignee, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate, as defined in the Loan Agreement, shall be a part of the sum required to be paid to redeem from any foreclosure sale.

6. **Application of Rents.** Any Rents shall be applied to the following items in such order as Assignee shall deem proper in its sole discretion: (a) to payment of all fees of any receiver appointed hereunder, (b) to payment of attorneys' fees and all other costs and expenses incurred incident to taking and retaining possession of the Premises, (c) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Security Instrument so requires, to the periodic escrow for payment of the taxes or special assessments then due, (d) to payment when due of premiums for insurance of the type required by the Loan Agreement or, if the Security Instrument so requires, to the periodic escrow for the payment of premiums then due, (e) to payment of all expenses necessary for managing and

securing the Premises, including without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as may be necessary or desirable and all expenses of operating and maintaining the Premises, (f) to payment of all costs of any alterations, renovations, repairs or replacements of any improvements on the Premises, including the completion of any construction on the Premises, and (g) to payment of all or any portion of the Indebtedness which has become due and payable in such order as Assignee may determine.

7. **No Liability for Assignee.** Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Leases, nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger, nor liable for laches or failure to collect the Rents, and Assignee shall be required to account only for such moneys as are actually received by it. All actions taken by Assignee pursuant to this Assignment shall be taken for the purposes of protecting Assignee's security, and Assignor hereby agrees that nothing herein contained and no actions taken by Assignee pursuant to this Assignment, including, but not limited to, Assignee's approval or rejection of any Lease for any portion of the Premises, shall in any way alter or impact the obligation of Assignor to pay the Indebtedness. Assignor hereby waives any defense or claim that may now exist or hereinafter arise by reason of any action taken by Assignee pursuant to this Assignment.

8. **Assignor to Hold Assignee Harmless.** Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby, shall be added to the Indebtedness and Assignor shall reimburse Assignee therefor immediately upon demand, and the continuing failure of Assignor so to do shall constitute a default hereunder and an Event of Default under the Loan Agreement.

9. **Security Deposits.** Assignor agrees on demand to transfer to Assignee any security deposits held by Assignor under the terms of the Leases. Assignor agrees that such security deposits may be held by Assignee without any allowance of interest thereon, except statutory interest accruing to the benefit of the tenants, and shall become the absolute property of Assignee upon a default hereunder or an Event of Default to be applied in accordance with the provisions of the Leases. Until Assignee makes such demand and the deposits are paid over to Assignee, Assignee assumes no responsibility to the tenants for any such security deposit.

10. **Authorization to Tenants.** The tenants under the Leases are hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed hereunder without investigating the reason for any action taken by Assignee or such receiver, or the validity

or the amount of indebtedness owing to Assignee, or the existence of any default under the Note, the Loan Agreement, or under or by reason of this Assignment, or the application to be made by Assignee or receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Loan Agreement or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, Assignor agrees that the tenants shall have no further liability to Assignor for the same. The sole signature of Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenants or occupants of the Premises. Checks for all or any part of the Rents collected under this Assignment shall upon notice from Assignee or such receiver be drawn to the exclusive order of Assignee or such receiver.

11. **Satisfaction.** Upon the payment in full of all Indebtedness as evidenced by a recorded satisfaction of the Security Instrument executed by Assignee, or its subsequent assign, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

12. **Assignee Creditor of the Tenants Upon Bankruptcy.** Upon or at any time during the continuance of an Event of Default, Assignor agrees that Assignee, and not Assignor, shall be and be deemed to be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditors' rights therein, and reserving the right to Assignor to make such filing in such event) including without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the tenant under a Lease under the U.S. Bankruptcy Code. Assignee shall have the option to apply any money received by Assignee as such creditor in reduction of the Indebtedness.

13. **Assignor Bankruptcy.** If there shall be filed by or against Assignor a petition under the U.S. Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the U.S. Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the U.S. Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

14. **Assignee Attorney-In-Fact.** Assignor hereby irrevocably appoints Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

15. **Subsequent Leases.** Until the Indebtedness shall have been paid in full, Assignor will deliver to Assignee executed copies of any and all other and future Leases upon all or any part of the said Premises and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents thereunder to Assignee or that Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of Assignee Assignor agrees to furnish Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Assignee may request.

16. **General Assignment of Leases and Rents.** The rights contained in this Assignment are in addition to and shall be cumulative with the rights given and created in Section 17 of the Security Instrument, assigning generally all leases, rents and profits of the Premises and shall in no way limit the rights created thereunder. The granting of this Assignment is a condition precedent to Assignee's making of the Loan secured hereby. To the extent that the terms of the Security Instrument are inconsistent with the terms of this Assignment, the terms of this Assignment shall control.

17. **No Mortgagee in Possession.** Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Assignee a "Mortgagee in Possession."

18. **Continuing Rights.** The rights and powers of Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness, including any deficiency remaining from a foreclosure sale, are paid in full, and shall continue after commencement of a foreclosure action and, if Assignee be the purchaser at the foreclosure sale, after foreclosure sale and until expiration of the equity of redemption.

19. **Time of the Essence.** Time is of the essence with regard to the performance of the obligations of Assignor in this Assignment and each and every term, covenant and condition herein by or applicable to Assignor.

20. **Governing Law.** This Assignment shall be governed by the law of the jurisdiction in which the Premises is located, except to the extent pre-empted by Federal laws without reference to the choice of law or conflicts of law principles of that State. In the event that any provision or clause of this Assignment conflicts with applicable law, such conflict shall not affect other provisions of this Assignment, which can be given effect without the conflicting provision, and to this end the provisions of the Security Instrument are declared to be severable.

21. **Jurisdiction.** The parties hereto irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Assignment may be brought in a court of record in the state or commonwealth in which the Premises is located or in the courts of the

United States of America located in such state or commonwealth, (b) consent to the non-exclusive jurisdiction of each such court in any suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Nothing contained herein shall prevent Assignee from bringing any action or exercising any rights against any security given to Assignee by Assignor, or against Assignor personally, or against any property of Assignor, within any other state. Commencement of any such action or proceeding in any other state shall not constitute a waiver of the agreement as to the laws of the state or commonwealth which shall govern the rights and obligations of Assignor and Assignee hereunder.

22. **Captions.** The captions to the sections of this Assignment are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary, by implication or otherwise, any of the provisions of this Assignment.

23. **Notices.** Any notice which any party hereto may desire or may be required to give to any other party shall be given in the manner prescribed in the Loan Agreement.

24. **Severability.** The parties hereto intend and believe that each provision of this Assignment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Assignment is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of Assignor and Assignee under the remainder of this Assignment shall continue in full force and effect.

25. **Successors and Assigns.** This Assignment and each and every covenant, agreement and other provision hereof shall be binding upon Assignor and its successors and assigns, including, without limitation each and every person or entity that may, from time to time, be record owner of the Premises or any other person having an interest therein, shall run with the land and shall inure to the benefit of Assignee and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Assignment. Nothing in this section shall be construed to constitute consent by Assignee to assignment of this Assignment by Assignor.

26. **No Oral Modification.** This Assignment may not be modified or discharged orally, but only by an agreement in writing signed by Assignor and Assignee.

27. **Costs of Enforcement.** Assignor agrees to pay the costs and expenses, including but not limited to reasonable attorneys' fees and legal expenses incurred by Assignee in the exercise of any right or remedy available to it under this Assignment. If Assignee retains attorneys to enforce any of the terms of this Assignment, the Loan Agreement, the Security Instrument, the Note or any other Loan Document (as defined in the Loan Agreement) or because of the breach by Assignor of any of the terms thereof or for the recovery of any



Indebtedness, Assignor shall pay to Assignee attorneys' fees and all costs and expenses, whether or not an action is actually commenced and the right to such attorneys' fees and all costs and expenses shall be deemed to have accrued on the date such attorneys are retained, shall include fees and costs in connection with litigation, arbitration, mediation, bankruptcy and/or administrative proceedings, and shall be enforceable whether or not such action is prosecuted to judgment and shall include all appeals. Attorneys' fees and expenses shall for purposes of this Assignment include all paralegal, electronic research, legal specialists and all other costs in connection with that performance of Assignee's attorneys. If Assignee is made a party defendant of any litigation concerning this Assignment or the Premises or any part thereof or therein, or the construction, maintenance, operation or the occupancy or use thereof by Assignor, then Assignor shall indemnify, defend and hold Assignee harmless from and against all liability by reason of said litigation, including attorneys' fees and all costs and expenses incurred by Assignee in any such litigation or other proceedings, whether or not any such litigation or other proceedings is prosecuted to judgment or other determination.

28. **Waiver of Jury Trial.** ASSIGNEE, BY ACCEPTANCE OF THIS ASSIGNMENT, AND ASSIGNOR, BY SIGNING BELOW, ACKNOWLEDGE AND AGREE THAT THERE MAY BE A CONSTITUTIONAL RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM, DISPUTE OR LAWSUIT ARISING BETWEEN OR AMONG ASSIGNOR AND ASSIGNEE, BUT THAT SUCH RIGHT MAY BE WAIVED. ACCORDINGLY, ASSIGNOR AND ASSIGNEE AGREE THAT, NOTWITHSTANDING SUCH CONSTITUTIONAL RIGHT, IN THIS COMMERCIAL MATTER, IT SHALL BE IN THEIR BEST INTERESTS TO WAIVE SUCH RIGHT, AND, ACCORDINGLY, EACH HEREBY WAIVES SUCH RIGHT TO A JURY TRIAL, AND FURTHER AGREES THAT THE BEST FORUM FOR HEARING ANY CLAIM, DISPUTE, OR LAWSUIT, IF ANY, ARISING IN CONNECTION WITH THIS ASSIGNMENT, THE LOAN DOCUMENTS, OR THE RELATIONSHIP AMONG THE PARTIES HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, OR WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE A COURT OF COMPETENT JURISDICTION SITTING WITHOUT A JURY

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –  
SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this *Assignment of Leases and Rents* to be executed as of the Effective Date, but actually executed on the date set forth in the notary acknowledgments attached hereto.

**ASSIGNOR:**

**VWA – Mount Vernon, LLC**, an Ohio limited liability company

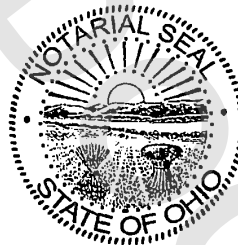
By: Dominic A. Visconsi, Jr.  
Dominic A. Visconsi, Jr., Manager

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

The foregoing instrument was acknowledged before me this 1st day of October, 2019, by Dominic A. Visconsi, Jr., a Manager of VWA – Mount Vernon, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Theresa M. Bales  
Notary Public  
My Commission Expires: 9/21/2020

This instrument prepared by and returned to:  
William R. Weir, Esq.  
Porter Wright Morris & Arthur LLP  
950 Main Ave., Suite 500  
Cleveland, Ohio 44113



THERESA M. BALES  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Geauga County  
My Comm. Exp. 9/21/2020

**Exhibit A****LOT 1**

LOT 1 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040054, FURTHER DESCRIBED AS:

THOSE PORTIONS OF LOTS 1 THROUGH 4, INCLUSIVE, 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, TOGETHER WITH THE SOUTHERLY ONE-HALF OF VACATED ALLEY BETWEEN BLOCK 1 AND SAID BLOCK 2, ALSO BEING WITHIN A PORTION 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:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY 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 SOUTH 01°53'12" WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01°53'12" WEST 10.00 FEET;

THENCE SOUTH 88°09'10" EAST 78.10 FEET;

THENCE SOUTH 77°03'33" EAST 25.99 FEET;

THENCE SOUTH 88°09'10" EAST 75.45 FEET TO AN ANGLE POINT;

THENCE SOUTH 22°35'48" EAST 10.98 FEET;

THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 01°50'50" WEST 89.00 FEET; THENCE SOUTH 88°09'10" EAST 29.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 0.06 FEET TO THE NORTHWEST CORNER OF LOT 1, 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; THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 NORTH 01°50'50" EAST 7.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE ALONG SAID ALLEY CENTERLINE SOUTH 88°09'10" EAST 141.44 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 01°53'12" EAST 47.63 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST 19.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST 131.51 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST 122.50 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" EAST 172.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 22,842 SQUARE FEET, MORE OR LESS.

## LOT 2

LOT 2 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040054, FURTHER DESCRIBED AS:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY 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 SOUTH  $01^{\circ}53'12''$  WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH  $01^{\circ}53'12''$  WEST 10.00 FEET;

THENCE SOUTH  $88^{\circ}09'10''$  EAST 78.10 FEET;

THENCE SOUTH  $77^{\circ}03'33''$  EAST 25.99 FEET;

THENCE SOUTH  $88^{\circ}09'10''$  EAST 75.45 FEET TO AN ANGLE POINT;

THENCE SOUTH  $22^{\circ}35'48''$  EAST 10.98 FEET;

THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH  $01^{\circ}50'50''$  WEST 89.00 FEET; THENCE SOUTH  $88^{\circ}09'10''$  EAST 30.00 FEET TO THE NORTHWEST CORNER OF LOT 1, 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; THENCE ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1 NORTH  $01^{\circ}50'50''$  EAST 7.00 FEET TO THE CENTERLINE OF SAID VACATED ALLEY; THENCE ALONG SAID ALLEY CENTERLINE SOUTH  $88^{\circ}09'10''$  EAST 141.44 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE SOUTH  $01^{\circ}53'12''$  EAST 47.63 FEET; THENCE AT RIGHT ANGLES NORTH  $88^{\circ}06'48''$  WEST 19.00 FEET; THENCE AT RIGHT ANGLES SOUTH  $01^{\circ}53'12''$  WEST 131.51 FEET; THENCE AT RIGHT ANGLES NORTH  $88^{\circ}06'48''$  WEST 122.50 FEET; THENCE AT RIGHT ANGLES SOUTH  $01^{\circ}53'12''$  EAST 24.00 FEET; THENCE AT RIGHT ANGLES SOUTH  $88^{\circ}06'48''$  EAST 122.50 FEET; THENCE AT RIGHT ANGLES

SOUTH  $01^{\circ}53'12''$  WEST 9.50 FEET; THENCE AT RIGHT ANGLES SOUTH  $88^{\circ}06'48''$  EAST 36.70 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 2; THENCE ALONG SAID EAST LINE NORTH  $01^{\circ}50'50''$  EAST 209.13 FEET, MORE OR LESS, TO THE WESTERLY MARGIN OF INTERSTATE 5; THENCE ALONG SAID WESTERLY MARGIN NORTH  $23^{\circ}33'59''$  WEST 3.89 FEET, MORE OR LESS, TO SAID ALLEY CENTERLINE; THENCE ALONG SAID ALLEY CENTERLINE NORTH  $88^{\circ}09'10''$  WEST 15.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,821 SQUARE FEET, MORE OR LESS.

## LOT 3

LOT 3 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040054, FURTHER DESCRIBED AS:

THAT PORTION 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:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY 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 SOUTH 01°53'12" WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01°53'12" WEST 10.00 FEET;

THENCE SOUTH 88°09'10" EAST 78.10 FEET;

THENCE SOUTH 77°03'33" EAST 25.99 FEET;

THENCE SOUTH 88°09'10" EAST 61.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN SOUTH 88°09'10" EAST 14.45 FEET TO AN ANGLE POINT; THENCE SOUTH 22°35'48" EAST 10.98 FEET; THENCE DEPARTING SAID RIGHT OF WAY MARGIN SOUTH 01°50'50" WEST 89.00 FEET; THENCE SOUTH 88°09'10" EAST 29.94 FEET; THENCE SOUTH 01°53'12" WEST 197.54 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST 49.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" EAST 296.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,540 SQUARE FEET, MORE OR LESS.

#### LOT 4

LOT 4 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040050, FURTHER DESCRIBED AS:

THAT PORTION 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:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY 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 SOUTH 01°53'12" WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050 AND THE POINT OF BEGINNING; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01°53'12" WEST 10.00 FEET;

THENCE SOUTH 88°09'10" EAST 78.10 FEET;

THENCE SOUTH 77°03'33" EAST 25.99 FEET;

THENCE SOUTH 88°09'10" EAST 61.01 FEET;

THENCE DEPARTING SAID SOUTHERLY MARGIN AND PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH 01°53'12" WEST 250.50 FEET; THENCE AT RIGHT ANGLES NORTH 88°06'48" WEST 178.01 FEET TO A POINT 40.60 FEET EAST OF SAID MAIN TRACK CENTERLINE; THENCE AT RIGHT ANGLES, BEING PARALLEL WITH AND 40.60 FEET EASTERLY OF SAID MAIN TRACK CENTERLINE NORTH 01°53'12" EAST 265.38 FEET TO SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET; THENCE ALONG SAID MARGIN SOUTH 88°09'10" EAST 13.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 45,237 SQUARE FEET, MORE OR LESS.

LOT 6

LOT 6 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040054, FURTHER DESCRIBED AS:

THAT PORTION 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:

COMMENCING AT THE INTERSECTION OF THE ORIGINAL SOUTHERLY 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 SOUTH 01°53'12" WEST 14.95 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY MARGIN OF KINCAID STREET AS DESCRIBED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200005080050 AND THE POINT OF BEGINNING; THENCE ALONG SAID CURRENT SOUTHERLY RIGHT OF WAY MARGIN THE FOLLOWING COURSES AND DISTANCES:

SOUTH 01°53'12" WEST 10.00 FEET;

THENCE SOUTH 88°09'10" EAST 78.10 FEET;

THENCE SOUTH 77°03'33" EAST 25.99 FEET;

THENCE SOUTH 88°09'10" EAST 61.01 FEET;

THENCE DEPARTING SAID SOUTHERLY MARGIN AND PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH 01°53'12" WEST 250.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°53'12" WEST 46.00 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 30.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST 102.47 FEET; THENCE NORTH 88°09'10" WEST 194.61 FEET; THENCE PARALLEL WITH SAID MAIN TRACK CENTERLINE SOUTH 01°50'50" WEST 3.11 FEET; THENCE SOUTH 88°09'10" EAST 194.61 FEET; THENCE SOUTH 01°53'12" WEST 46.89 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 OF THE PLAT OF "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG SAID WESTERLY EXTENSION NORTH 88°09'10" WEST 207.98 FEET; THENCE PARALLEL WITH SAID MAIN TRACK CENTERLINE NORTH 01°50'50" EAST

50.00 FEET; THENCE PARALLEL WITH SAID MAIN TRACK CENTERLINE NORTH 01°53'12" EAST 148.62 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 178.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,314 SQUARE FEET, MORE OR LESS.

LOT 7

LOT 7 OF THE MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED AS AUDITOR'S NO. 201910040050, FURTHER DESCRIBED AS:

THAT PORTION OF LOTS 4 THROUGH 6, BLOCK 2, PLAT OF "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, TOGETHER WITH LOT 1, BLOCK 1 AND LOT 16, BLOCK 2 OF THE PLAT OF "PICKEN'S ADDITION TO THE TOWN OF MT. VERNON", AS PER THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND A PORTION 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 SOUTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID PICKEN'S ADDITION PLAT; THENCE ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 NORTH 88°09'10" WEST 19.30 FEET; THENCE NORTH 01°53'12" EAST 46.89 FEET; THENCE PARALLEL WITH SAID WESTERLY EXTENSION SOUTH 88°09'10" EAST 19.27 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE NORTH 01°50'50" EAST 3.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1 NORTH 88°09'10" WEST 19.27 FEET; THENCE NORTH 01°53'12" EAST 102.47 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 19.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°53'12" EAST 1.50 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 122.50 FEET; THENCE AT RIGHT ANGLES SOUTH 01°53'12" WEST 9.50 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 36.70 FEET TO THE WEST LINE OF VACATED 6TH STREET AS DEDICATED ON SAID KINCAID'S ADDITION PLAT; THENCE ALONG SAID WEST LINE SOUTH 01°50'50" WEST 94.35 FEET TO THE SOUTH LINE OF SAID PLAT; THENCE ALONG SAID SOUTH LINE SOUTH 88°09'10" EAST 136.54 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY MARGIN OF INTERSTATE 5; THENCE ALONG SAID WESTERLY MARGIN SOUTH 18°41'06" EAST 53.39 FEET TO THE SOUTH LINE OF SAID LOT 16, BLOCK 2, PICKEN'S ADDITION PLAT; THENCE ALONG SAID SOUTH LINE AND EXTENSION THEREOF NORTH 88°09'10" WEST 314.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED 6TH STREET ABUTTING SAID LOTS 1 AND 16 OF PLAT OF PICKEN'S ADDITION, AS VACATED UNDER CITY OF MT. VERNON ORDINANCE NUMBER 3787.

EXCEPT ANY PORTION THEREOF CONTAINED WITHIN WARRANTY DEED TO STATE OF WASHINGTON FOR HIGHWAY PURPOSES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 771195.

CONTAINING 34,293 SQUARE FEET, MORE OR LESS.

PARCEL "AA"

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.

PARCEL "BB"

THAT PORTION OF 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., 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, TO A POINT LABELLED "HES "K" 2 + 80.00 159.0 FEET R", SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 30.0 FEET, MORE OR LESS, TO A POINT LABELLED "HES "K" 2 + 50.00 159.0 FEET R"; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 89.0 FEET, MORE OR LESS, TO A POINT LABELLED "HES "K" 2 + 50.00 70.0 FEET R" THENCE EAST 30 FEET, MORE OR LESS, TO A POINT LABELLED "HES "K" 2 + 80.00 FEET R"; THENCE SOUTH 90.00 FEET, MORE OR LESS, TO THE TRUE 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.

PARCEL CC

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 JULY 7, 2018; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT ON THE WEST LINE OF SAID LOT 1, BEGIN 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. THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEET 4 OF 8 SHEETS OF THAT CERTAIN PLAN ENTITLED SR5, MOUNT VERNON: BLACKBURN ST. TO SKAGIT RIVER, NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF



TRANSPORTATION AT OLYMPIA, AND BEARING DATE OF APPROVAL FEBRUARY 25, 1971, REVISED JULY 6, 2018.

TOGETHER WITH THE NORTH 1/2 OF THAT PORTION OF THE VACATED ALLEY ADJOINING THE SOUTH LINE OF SAID BLOCK 1 THAT HAS REVERTED THERETO BY OPERATION OF LAW.