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12/22/2020 09:03 AM Pages: 1 of 15 Fees: \$117.50
Skagit County Auditor

After Recording Return To:

Kevin Rogerson
City of Mount Vernon
910 Cleveland Avenue
Mount Vernon, WA 98273

FIRST AMENDMENT TO PUBLIC BENEFITS AGREEMENT

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

GRANTEE: CITY OF MOUNT VERNON, a Washington municipal corporation

RELATED DOCUMENT: 201910040085

Legal Description:

Abbreviated form: Lots 1- 7, BLA No. ENGR19-0308, Recording No. 201910040056;
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 on Exhibits A, B, C

Assessor's Property Tax Parcel Account Number(s): P121047, P26788, P26886, P53379,
P53378, P53377, P103224, P53376, P53376, P53374, P53373, P53372, P54122, P54114

FIRST AMENDMENT TO PUBLIC BENEFITS AGREEMENT

THIS FIRST AMENDMENT TO PUBLIC BENEFITS AGREEMENT (this "First Amendment") is dated as of October 26, 2020 (the "Amendment Effective Date"), between the CITY OF MOUNT VERNON, a Washington municipal corporation ("City"), and VWA – MOUNT VERNON, LLC, an Ohio limited liability company ("Developer").

RECITALS

A. City and Developer are parties to that certain Public Benefits Agreement dated October 3, 2019 and recorded October 4, 2019 under Skagit County Auditor No. 201910040085 (the "Agreement"). The Agreement encumbers the real property described on Exhibits A-C attached hereto. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Agreement.

B. Pursuant to the Agreement, Developer, as partial consideration for the City's conveyance of the Former City Property to Developer, agreed to construct a public trail with fencing (the "Public Trail") and to install certain landscaping and other improvements (the "Additional Improvements", and together with the Public Trail, the "Improvements"). Developer agreed to install the Improvements within the Public Trail Area and the Additional Improvements Area (as such areas are more particularly described in the Agreement) prior to the Outside Completion Date.

C. The Agreement requires Developer to post several bonds (or deposits in lieu thereof) to guarantee completion of the Improvements as well as performance of Developer's maintenance obligations after substantial completion of the Improvements. Developer was required to provide the Contractor Performance Security prior to commencing construction of the Improvements. Upon substantial completion of the Additional Improvements, Developer is required to provide the Additional Improvements Security to secure its obligation to perform the Additional Improvements Maintenance. Additionally, upon substantial completion of the Improvements, Developer is required to provide the Maintenance Security to secure its obligation to perform the Temporary Hard Surface Maintenance.

D. As of the date hereof, Developer has completed construction and installation of the Public Trail within the Public Trail Area. Due to Developer's continued construction activities on the Property, Developer and City agree that certain Additional Improvements may be damaged if installed by Developer at this time.

E. City and Developer desire to amend the Agreement to extend the Outside Completion Date so that the Developer can complete the Additional Improvements, as well as to modify the security to be posted by Developer with respect thereto until such time as the Additional Improvements are completed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment, and for other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. Extension of Outside Completion Date for Certain Additional Improvements. City and Developer agree that, only as to the portion of the Additional Improvements labeled “Additional Improvements No. 1 and 2” and described on pages 3-7 to Exhibit E of the Agreement, the Outside Completion Date shall be October 31, 2021. City and Developer further agree that, only as to the portion of the Additional Improvements labeled “Additional Improvements No. 3” and described on pages 8-9 to Exhibit E of the Agreement, the Outside Completion Date shall be October 31, 2022. As to all other Improvements under the Agreement, the Outside Completion Date shall remain October 5, 2020.

Section 2. Contractor Performance and Maintenance Security for Completion of Additional Improvements No. 1 and 2. Concurrently with the execution of this First Amendment, Developer shall deliver to City a performance bond (or deposit in lieu thereof) equal to one hundred and fifty percent (150%) of the cost of Additional Improvements Nos. 1 and 2 (the “Additional Improvements Nos. 1 and 2 Security”), in form and substance approved by City, to guarantee Developer’s completion of Additional Improvements Nos. 1 and 2 by October 31, 2021. Upon substantial completion of Additional Improvements No. 1 and 2 Developer shall deliver a maintenance bond and faithful performance of its maintenance obligations with respect to Additional Improvements No. 1 and 2 for a period of two (2) years (the “Additional Improvements Nos. 1 and 2 Maintenance Security”).

Section 3. Contractor Performance and Maintenance Security for Completion of Additional Improvements No. 3. Concurrently with the execution of this First Amendment, Developer shall deliver to City a performance bond (or deposit in lieu thereof) equal to one hundred and fifty percent (150%) of the cost of Additional Improvements No. 3 (the “Additional Improvements No. 3 Security”), in form and substance approved by City, to guarantee Developer’s completion of Additional Improvements No. 3 by October 31, 2022. Upon substantial completion of Additional Improvements No. 3 Developer shall deliver a maintenance bond and faithful performance of its maintenance obligations with respect to Additional Improvements No. 3 for a period of two (2) years (the “Additional Improvements No. 3 Maintenance Security”, and together with the Additional Improvements Nos. 1 and 2 Maintenance Security, the “Additional Improvements Maintenance Security”).

Section 4. Maintenance Security for Completed Improvements. Concurrently with the execution of this First Amendment, Developer shall deliver to City the Maintenance Security with respect to the Improvements completed as of the date hereof.

Upon substantial completion of the Additional Improvements, Developer shall deliver to City the applicable Additional Improvements Maintenance Security as described in Section 2 and 3 above.

Section 5. Except as amended by this First Amendment, the Agreement shall remain in full force and effect, and the parties reaffirm all provisions thereof.

Section 6. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Facsimile and electronic signatures shall be binding.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

CITY:

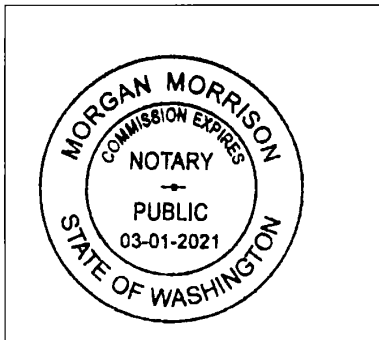
CITY OF MOUNT VERNON, a
Washington municipal corporation

By: [Signature]
Name: JILL BOWDREAN
Title: MAYOR

State of Washington

County of Skagit

This record was acknowledged before me on 10/26/2020 by
Jill Bowdrea 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: 3-1-2021
(Date)

[Signatures continue on following page]

[City's Signature Page to First Amendment to Public Benefits Agreement]

VISCONSI:

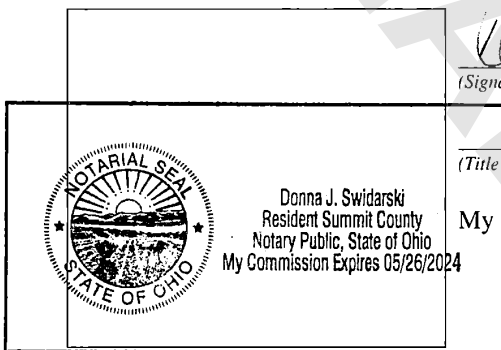
VWA – MOUNT VERNON, LLC, an
Ohio limited liability company

By: Donna J. Swidarski
Name: DOMINIC A. VISCONSI, JR.
Its: MANAGER

State of OHIO

County of CUYAHOGA

This record was acknowledged before me on NOVEMBER 4, 2020 by
DOMINIC A. VISCONSI, JR. MANAGER of VWA – Mount Vernon, LLC,
an Ohio limited liability company.



(Stamp)

Donna J. Swidarski
(Signature of notary public)

(Title of office)

My Commission Expires: 5-26-24
(Date)

[Developer's Signature Page to First Amendment to Public Benefits Agreement]

EXHIBIT A**Legal Description of 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 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 B**Legal Description of 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.

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

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":

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 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 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.

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

EXHIBIT C-1**Legal Description of Public Trail Area**

LOT 5 OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, RECORDED UNDER NO. 201910040056 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 "T":

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.

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 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.

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