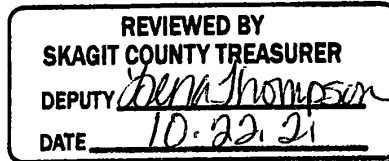




202110220068

10/22/2021 10:53 AM Pages: 1 of 27 Fees: \$229.50
Skagit County Auditor

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:



EASEMENT AGREEMENT

Grantor (s): VWA - MOUNT VERNON, LLC,
a Washington limited liability company

Grantee (s): ALFCO, LLC,
a Washington limited liability company

Abbreviated Legal: Ptn W ½ SW 20-34-4
Legal Descriptions: Exhibit "A", Exhibit "C", Exhibit "D", and Exhibit "E"

Assessor's Tax Parcel Nos.: P134974 / 8100-000-006-0000
P134977 / 8100-000-009-0000
P134976 / 8100-000-008-0000
P134978 / 8100-000-010-0000
P134979 / 8100-000-011-0000
P134980 / 8100-000-012-0000
P134981 / 8100-000-013-0000
P134982 / 8100-000-014-0000
P134984 / 8100-000-016-0000
P134985 / 8100-000-017-0000
P134986 / 8100-000-018-0000
P134987 / 8100-000-019-0000
P134988 / 8100-000-020-0000
P134983 / 8100-000-015-0000
P26788 / 340420-0-095-0008
P53733 / 3738-001-005-0006

Easement Agreement

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into as of ~~October 13~~ 2021 by and between VWA - MOUNT VERNON, LLC, an Ohio limited liability company ("Visconsi"), and ALFCO, LLC, a Washington limited liability company ("ALFCO").

RECITALS

- A. Visconsi is the owner of that certain real property located in Mt. Vernon, Washington, as described in Exhibit "A" attached hereto and made a part hereof, and as shown on Exhibit "B" attached hereto and made a part hereof (the "Visconsi Property").
- B. ALFCO owns that certain real property located adjacent to the Visconsi Property, as described in Exhibit "C" attached hereto and made a part hereof, and as shown on Exhibit "B" (the "ALFCO Property").
- C. Visconsi is presently developing the Visconsi Property and constructing various improvements thereon, including a sanitary sewer line in the location shown on Exhibit "B", and as described in Exhibit "D" attached hereto and made a part hereof (the "Visconsi Sanitary Sewer Line").
- D. ALFCO desires the right to install a sanitary sewer line (the "ALFCO Sanitary Sewer Line") within a portion of the Visconsi Property, as shown on Exhibit "B" and as described in Exhibit "E" attached hereto and made a part hereof (the "ALFCO Sanitary Sewer Line Easement Area").
- E. Visconsi is willing to grant to ALFCO an easement to install the ALFCO Sanitary Sewer Line, and to connect to the Visconsi Sanitary Sewer Line, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **Easement.**

(a) Subject to the terms and conditions of this Easement Agreement, Visconsi hereby grants to ALFCO within the ALFCO Sanitary Sewer Line Easement Area both (i) a non-exclusive perpetual easement to install, maintain, repair, and replace the ALFCO Sanitary Sewer Line, and (ii) a non-exclusive, perpetual easement to connect to the Visconsi Sanitary Sewer Line.

(b) The initial installation, maintenance, repair, replacement and/or removal by ALFCO of the ALFCO Sanitary Sewer Line shall be performed in accordance with the following terms and conditions:

- (i) Such work shall be performed upon not less than thirty (30) days prior advanced written notice to Visconsi;
- (ii) All such work shall be performed pursuant to plans approved by Visconsi, which approval shall not be unreasonably withheld, and shall be performed using materials and design standards which either will equal or exceed those used with respect to the Visconsi Sanitary Sewer Line;
- (iii) All such work shall be performed in a manner that does not interfere with the performance of any work then being performed on the Visconsi Property by Visconsi (or any tenants or other occupants of the Visconsi Property ["Occupants", and each an "Occupant"]), or if any Occupant is then open for business, in a manner that does not interfere with the use and occupancy of the Visconsi Property by such Occupant, and/or with the use by Visconsi (or such Occupants) of the Visconsi Sanitary Sewer Line;
- (iv) Upon the completion of all such work, ALFCO shall provide to Visconsi a copy of all plans reflecting the location and installation of the ALFCO Sanitary Sewer Line;
- (v) A representative of Visconsi shall have the right to be present during the performance of any work connecting the ALFCO Sanitary Sewer Line to the Visconsi Sanitary Sewer Line, and to approve all such work;
- (vi) Upon the completion of all such work, ALFCO shall restore all portions of the Visconsi Property affected by the performance of such work to the condition existing prior to the performance of such work by ALFCO;
- (vii) In no event shall any such work be performed during the period between November 1 and the next succeeding January 15; and
- (viii) All insurance and indemnity obligations of ALFCO, as set forth below, shall be applicable to the performance of such work and any entry upon the Visconsi Property for such purposes.

(c) The ALFCO Sanitary Sewer Easement shall be for the benefit of the ALFCO Property only, and in no event shall any other party, or any other property, be permitted to tie into or use the ALFCO Sanitary Sewer Line.

2. Visconsi Rights. Notwithstanding anything to the contrary set forth in Section 1 above:

- (a) Visconsi shall retain the right to use the surface of the ALFCO Sanitary Sewer Line Easement Area for any and all purposes which do not interfere with the use by ALFCO of the ALFCO Sanitary Sewer Line;
- (b) Visconsi shall have the right to relocate the Visconsi Sanitary Sewer Line and/or the ALFCO Sanitary Sewer Line to a location within the Visconsi Property, provided that such relocation shall not interfere with the use by ALFCO of the ALFCO Sanitary Sewer Line, and upon completion of such work, Visconsi shall deliver to ALFCO a survey or other information reflecting the new location of the relocated Visconsi Sanitary Sewer Line and/or ALFCO Sanitary Sewer Line, and upon such relocation the "ALFCO Sanitary Sewer Line Easement Area" shall be adjusted accordingly; and
- (c) Visconsi and ALFCO acknowledge that either (A) the City of Mount Vernon may require that the Visconsi Sanitary Sewer Line and the ALFCO Sanitary Sewer Line be dedicated to the City of Mount Vernon, or (B) Visconsi shall have the right to dedicate both the Visconsi Sanitary Sewer Line and the ALFCO Sanitary Sewer Line to the City of Mount Vernon, and in either such event, and upon such election by Visconsi, Visconsi and ALFCO shall reasonably cooperate to cause the Visconsi Sanitary Sewer Line and the ALFCO Sanitary Sewer Line to be dedicated to the City of Mount Vernon, including the execution, acknowledgment and delivery of any and all reasonable instruments requested by the City of Mount Vernon in order to cause such dedication. As part of such dedication, Visconsi and ALFCO acknowledge that the City of Mount Vernon may require one or more manhole covers to be installed on the Visconsi Property to provide access to the Visconsi Sanitary Sewer Line and/or the connection of the Visconsi Sanitary Sewer Line to the ALFCO Sanitary Sewer Line (the "City Manhole Requirements"). If the City of Mount Vernon requires the City Manhole Requirements to be satisfied with respect to such dedication, then ALFCO shall, at ALFCO's sole cost and expense, install and perform all work with respect to the City Manhole Requirements, which work shall be performed in accordance with both the requirements of the City of Mount Vernon and the terms and conditions of Section 1(b) above. Upon the completion of any such dedication, this Easement Agreement shall terminate and be of no further force or effect.

3. Maintenance.

- (a) ALFCO shall, at its sole cost and expense, maintain, repair, and/or replace the ALFCO Sanitary Sewer Line.
- (b) Visconsi shall, at its sole cost and expense, maintain, repair, and replace the Visconsi Sanitary Sewer Line until such time as the ALFCO Sanitary Sewer Line is connected to the Visconsi Sanitary Sewer Line. From and after the date on which the ALFCO Sanitary Sewer Line is connected to the Visconsi Sanitary Sewer Line, each of Visconsi and ALFCO shall be

responsible for fifty percent (50%) of all costs and expenses incurred by Visconsi in maintaining, repairing, and/or replacing the Visconsi Sanitary Sewer Line. If either the Visconsi Property or the ALFCO Property is subdivided, then Visconsi or ALFCO, respectively, shall determine the respective allocation of the original prorata share allocable to the Visconsi Property or the ALFCO Property, respectively, to each such subdivided portion thereof. ALFCO shall pay all sums required to be paid to Visconsi herein within thirty (30) days after receipt of written request therefor, together with reasonably satisfactory evidence of such costs and expenses incurred by Visconsi.

(c) Notwithstanding the foregoing, Visconsi shall have the right to cause any Occupant of the Visconsi Property to be responsible for performing all maintenance, repairs, and replacements for the Visconsi Sanitary Sewer Line, in which event, upon written notice by Visconsi to ALFCO, ALFCO shall pay all sums due and payable by ALFCO to Visconsi herein directly to such Occupant, in accordance with the terms and conditions of this Section 3.

(d) Notwithstanding anything to the contrary set forth herein, each of Visconsi and ALFCO shall be solely responsible for any damage caused to the Visconsi Sanitary Sewer Line and/or the ALFCO Sanitary Sewer Line by such party (or by any tenants or other occupants of its property).

4. Termination. If either (i) ALFCO has not installed the ALFCO Sanitary Sewer Line prior to August 31, 2031 or (ii) after installation, ALFCO shall cease using the ALFCO Sanitary Sewer Line for a continuous period in excess of five years (excluding temporary cessations due to casualty, condemnation, or remodeling), then in either event Visconsi shall have the right, in its sole discretion, to elect to terminate this Easement Agreement, and upon such election Visconsi shall have the right to unilaterally execute and record an instrument terminating this Easement Agreement. In addition, if requested by Visconsi, ALFCO shall execute, acknowledge and deliver all reasonable instruments required to terminate this Easement Agreement within fifteen (15) days after receipt of written request therefor from Visconsi. Upon such termination, neither party shall have any further obligation or liability under this Easement Agreement, except for those obligations and/or liabilities which, pursuant to the express terms of this Easement Agreement, survive such termination.

5. Indemnity; Insurance.

(a) Each party (the "Indemnifying Party") shall indemnify and save harmless the other party (and its tenants and occupants) (the "Indemnified Parties") from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses (including reasonable attorneys' fees and costs) incurred in enforcing this indemnity, arising from injury to person

or property sustained by anyone resulting from the negligent, intentional or willful acts of the Indemnifying Party, except to the extent any such loss arises from the negligent, intentional or willful acts of the Indemnified Parties. The Indemnifying Party shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against the Indemnified Parties or in which the Indemnified Parties may be included with others upon any such above-mentioned matter, claim or claims, except for those arising from the negligent, intentional or willful acts of the Indemnified Parties.

In no event shall any party be responsible for any losses, injury, or damages arising from any event or circumstance other than those caused by the negligent, intentional or the willful acts of the Indemnifying Party.

- (b) Commencing on the date that ALFCO begins construction of the ALFCO Sanitary Sewer Line and thereafter continuing throughout the term of this Easement Agreement, each party shall procure and maintain, or cause to be procured and maintained, general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 5(a) above), death, or property damage occurring upon its respective property, with single limit coverage of not less than an aggregate of \$5,000,000, and naming each other party as additional insureds. In addition, any party may satisfy this insurance requirement by (i) providing proof of coverage from a general comprehensive policy with coverage of \$3,000,000 and from an umbrella/excess liability policy with \$2,000,000 of coverage, or (ii) providing evidence that (1) any tenants or occupants of such party's property maintains such required insurance and/or has elected to self-insure such insurance obligation, or (2) any party (or its tenants or occupants) has elected to carry the insurance required hereunder under master or blanket policies of insurance.

6. Remedies and Enforcement.

- (a) In the event of a breach or threatened breach by any party of any of the terms, covenants, restrictions or conditions hereof which is not cured within thirty (30) days following written notice thereof by an party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the other party(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, the payment of any amounts due and/or specific performance.
- (b) In addition to all other remedies available at law or in equity, upon the failure of a defaulting party to cure a breach of this Easement Agreement

as required under Section 6(a) above, any party shall have the right to perform such obligation contained in this Easement Agreement on behalf of such defaulting party and be reimbursed by such defaulting party upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by the Wall Street Journal plus four percent (4%) (not to exceed the maximum rate of interest allowed by law).

(c) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(d) No breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Easement Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon either the Visconsi Property or the ALFCO Property made in good faith for value. Any mortgagee of either the Visconsi Property or the ALFCO Property shall have the right, within the time period set forth above, after receipt of notice thereof, to cure any default of any party.

7. Term. The terms and conditions of this Easement Agreement shall be effective commencing on the date of recordation of this Easement Agreement in the office of the Skagit County Auditor and shall be in full force and effect in perpetuity, unless this Easement Agreement is modified, amended, canceled or terminated by the written consent of all the record owners of the Visconsi Property and the ALFCO Property and/or by Visconsi pursuant to Section 4 above.

8. Miscellaneous.

(a) Except as otherwise expressly set forth in this Easement Agreement, this Easement Agreement may be modified or amended, or terminated, only by the written consent of all record owners of the Visconsi Property and the ALFCO Property, as evidenced by a document that has been fully executed and acknowledged by all such owners and recording the official records of the County Auditor of Skagit County, Washington.

(b) Each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(c) Notices shall be in writing, shall be sent by certified or registered mail, return receipt requested, by national overnight courier, or by personal delivery together with email notice. Notices shall be deemed effective upon receipt or refusal of receipt. Notices shall be sent to each of Visconsi and ALFCO as follows:

Visconsi

VWA - MOUNT VERNON, LLC
c/o Visconsi Companies, Ltd.
30050 Chagrin Blvd. Suite 360
Pepper Pike, OH 44124-5774
Attn: Dominic A. Visconsi, Jr.
Email: davjr@visconsi.com

With a copy to:

Taft Stettinius & Hollister LLP
Attn: William M. Phillips, Esq.
200 Public Square,
Suite 3500
Cleveland, OH 44114

ALFCO

ALFCO, LLC
c/o Sakata Seed America
Attn: Monty McCoy
18095 Serene Drive
Morgan Hill, CA 95037
Email: mmccoy@sakata.com

With a copy to:

(which shall not constitute notice) Skagit Law Group, PLLC
Attn: Craig Cammock
227 Freeway Drive, Suite B
PO Box 336
Mount Vernon, WA 98273

- (d) Each party shall, within twenty (20) days after its receipt of written request from the other party, provide the requesting party with a certificate stating (i) to the best of such party's knowledge, whether the other party to this Easement Agreement is in default, and if so, identifying such default; (ii) that this Easement Agreement is in full force and effect, and identifying any amendments to this Easement Agreement as of the date of such certificate; and (iii) such other reasonable matters as may be requested with respect to this Easement Agreement.
- (e) This Easement Agreement may be executed in counterparts, each of which shall be an original, but all of which when taken together shall constitute one and the same instrument.
- (f) Whenever performance is required of any party hereunder, such party shall use commercially reasonable and good faith efforts to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse or inclement weather, war, civil commotion, riots, strikes, picketing or other labor disputes,

unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such party, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to execute any party from the prompt payment of any monies required by this Easement Agreement.

- (g) In no event shall any party (including the officers, directors, shareholders, members, partners, or agents thereof) have any personal liability with respect to any of the terms, covenants, conditions or provisions of this Easement Agreement. In the event of any default by any party, any non-defaulting party shall look solely to the interest of such defaulting party in the defaulting party's property for the satisfaction of each and every remedy of the non-defaulting party, provided that the foregoing shall not limit or prejudice the right of any non-defaulting party to pursue equitable relief and/or to recover from another party all sums required as a result of such party's self-insurance of its insurance obligations under Section 5 above. In addition, such person shall be bound by this Easement Agreement only during the period such person is the fee or leasehold owner of such property subject to this Easement Agreement or portion of the such property; and, upon conveyance or transfer of the fee or leasehold interest shall be released from liability hereunder, except as to the obligations, liabilities or responsibilities that accrue prior to such conveyance or transfer.

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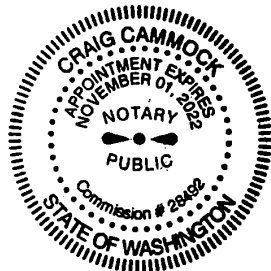
IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

ALFCO, LLC a Washington limited liability company

By: Monty Mccooy
 Name: MONTY MCCOY
 Its: REAL PROPERTY MANAGER

State of Washington
 County of Skagit) ss

I certify that I know or have satisfactory evidence that MONTY MCCOY is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the REAL PROPERTY MANAGER of ALFCO, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: September 8 2021

(Signature)

NOTARY PUBLIC

CRAIG CAMMOCK

Print Name of Notary

My appointment expires: 11-1-2022

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

I certify that I know or have satisfactory evidence that DOMINIC A. VISCONSI, Jr., is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the MANAGER of VWA – MOUNT VERNON, LLC, an Ohio limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-13-21

Clonna J. Swidarski
(Signature)

NOTARY PUBLIC
DONNA J. SWIDARSKI

Print Name of Notary

My appointment expires: 5-26-24

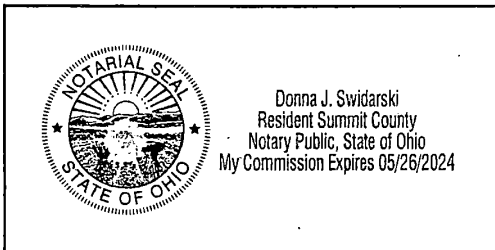


Exhibit "A"

Legal Description of Visconsi Property

[See attached]



Pacific Surveying & Engineering, Inc
 land surveying • civil engineering • consulting • environmental
 909 Squallicum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@pse-survey.com

EXHIBIT '_____'

LEGAL DESCRIPTION
LOT A STATION SQUARE SRH BLA

LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ALSO KNOWN AS CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR21-0250, ACCORDING TO THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1, 2, 6 AND 7, CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, APPROVED OCTOBER 2, 2019, AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040056, TOGETHER WITH ALL OF THE FORMER REMNANT RAILROAD PROPERTY AS DEEDED TO VWA-MOUNT VERNON, LLC UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910280074, AND TOGETHER WITH A PORTION OF PROPERTY CONVEYED TO VWA-MOUNT VERNON, LLC BY THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201910040083, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE WEST LINE THEREOF NORTH 01°50'30" EAST 50.00 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°53'12" EAST 148.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE NORTH LINE THEREOF SOUTH 88°06'48" EAST 178.01 FEET TO THE WEST LINE OF LOT 3 OF SAID BOUNDARY LINE ADJUSTMENT, ALSO BEING THE WEST MARGIN OF A RIGHT OF WAY DEEDED TO THE CITY OF MOUNT VERNON UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202102170166; THENCE ALONG SAID WEST MARGIN SOUTH 01°53'12" WEST 46.00 FEET; THENCE ALONG THE SOUTH MARGIN OF SAID RIGHT OF WAY SOUTH 88°06'48" EAST 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 7; THENCE CONTINUING ALONG SAID SOUTH MARGIN SOUTH 88°06'48" EAST 19.00 FEET; THENCE ALONG THE EAST MARGIN OF SAID RIGHT OF WAY NORTH 01°53'12" EAST 44.46 FEET TO A POINT ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 73°02'51" EAST A DISTANCE OF 28.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°09'39" A DISTANCE OF 34.78 FEET TO A POINT OF TANGENCY ON THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE SOUTH 88°06'48" EAST 96.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 SOUTH 01°53'12" WEST 43.00 FEET; THENCE AT RIGHT ANGLES SOUTH 88°06'48" EAST 140.62 FEET TO THE WEST MARGIN OF THE INTERSTATE 5 RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID WEST MARGIN TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE ALONG THE SOUTH LINE OF SAID LOTS 7 AND 6 NORTH 88°09'10" WEST 541.54 FEET TO THE POINT OF BEGINNING.

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



Exhibit "B"

Site Plan

[See attached]

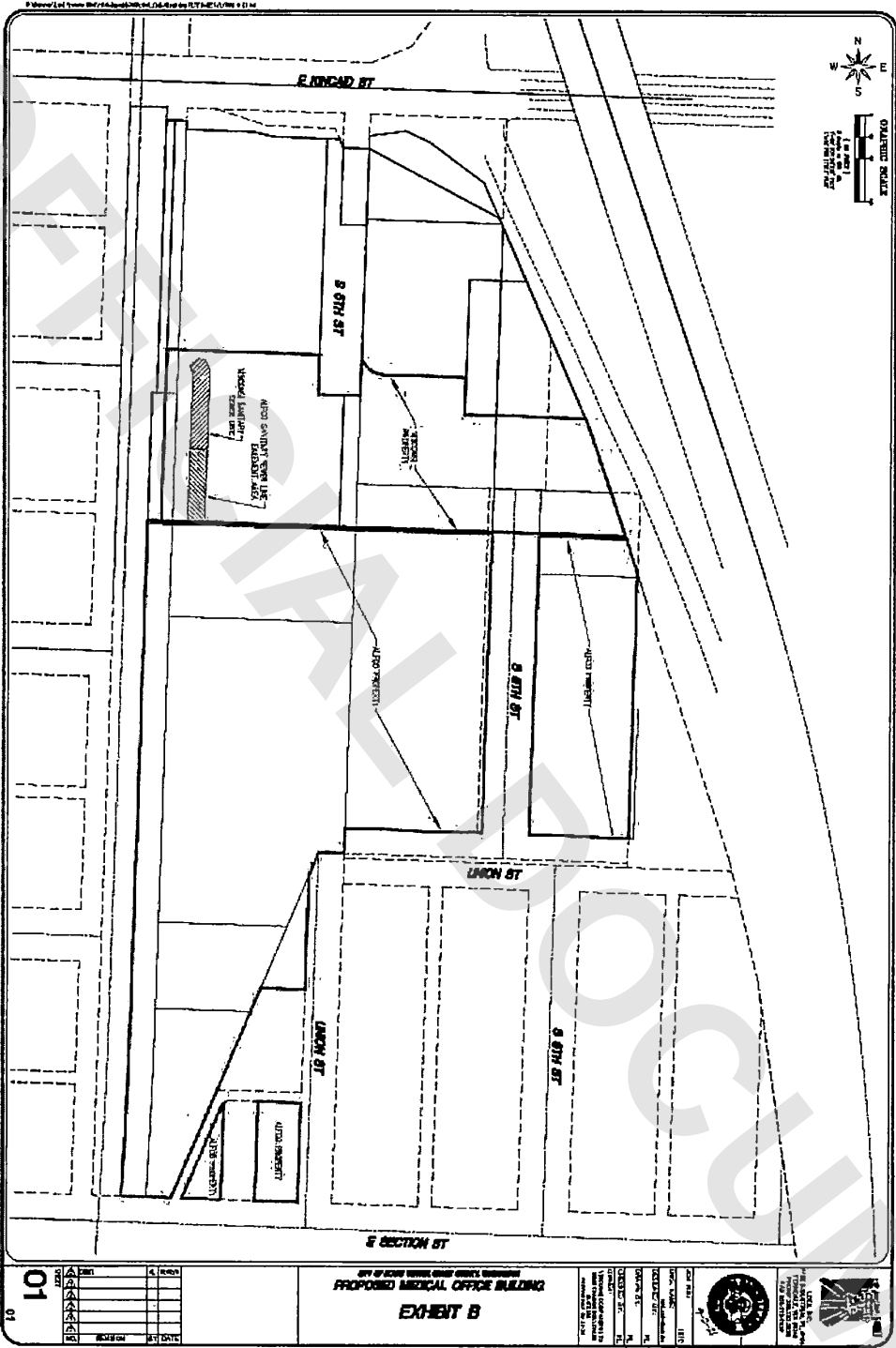


Exhibit "C"

Legal Description of ALFCO Property

[See attached]



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental
 909 Squallcum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@pse-survey.com

EXHIBIT ' ' ALFCO PROPERTIES

LOTS 6 THROUGH 21, INCLUSIVE, ALFCO BOUNDARY LINE ADJUSTMENT, ALSO KNOWN AS CITY OF MOUNT VERNON BOUNDARY LINE ADJUSTMENT NO. ENGR19-0308, ACCORDING TO THE MAP THEREOF RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201010040196 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 8

BEGINNING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/2 OF WEST 1/2 OF SOUTHWEST 1/4 OF SOUTHWEST 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 64.0 FEET EASTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE ALONG SAID WESTERLY EXTENSION SOUTH 88°09'10" EAST 232.88 FEET; TO THE NORTHWEST CORNER OF LOT 2 OF SAID BLOCK 1; THENCE ALONG THE WEST LINE THEREOF SOUTH 01°50'50" WEST 50.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 115.19 FEET; THENCE AT RIGHT ANGLES SOUTH 01°50'50" WEST 50.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 117.69 FEET TO SAID EAST LINE OF THE WEST 10.00 FEET; THENCE ALONG

SAID EAST LINE AND PARALLEL WITH SAID MAIN TRACK CENTERLINE NORTH 01°50'50" EAST 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,528 SQUARE FEET, MORE OR LESS.

LOT 9

LOT 2, BLOCK 1, "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; TOGETHER WITH THE WESTERLY 5.0' OF VACATED SOUTH SIXTH STREET ABUTTING, AS VACATED UNDER CITY OF MOUNT VERNON ORDINANCE NUMBER 2407.

CONTAINING 7,950 SQUARE FEET, MORE OR LESS.

LOT 10

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, "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 THE WEST LINE THEREOF SOUTH 01°50'50" WEST 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 115.19 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 50.00 FEET; THENCE AT RIGHT ANGLES SOUTH 88°09'10" EAST 115.19 FEET TO THE POINT OF BEGINNING;

CONTAINING 5,760 SQUARE FEET, MORE OR LESS.

LOT 11

THE WEST 50.00 FEET OF LOT 3, BLOCK 1, "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.

CONTAINING 2,600 SQUARE FEET, MORE OR LESS.

LOT 12

LOT 3, BLOCK 1, "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.

EXCEPT THE WEST 50.00 FEET THEREOF.

TOGETHER WITH THE WESTERLY 5.0' OF VACATED SOUTH SIXTH STREET ABUTTING, AS VACATED UNDER CITY OF MOUNT VERNON ORDINANCE NUMBER 2407.

CONTAINING 5,450 SQUARE FEET, MORE OR LESS.



Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental
 909 Squallcum Way #111, Bellingham, WA 98225
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LOT 13

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°50'50" WEST 197.30 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 37.69 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 197.30 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 37.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,436 SQUARE FEET, MORE OR LESS.

LOT 14

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 37.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 35.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°50'50" WEST 150.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 35.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,260 SQUARE FEET, MORE OR LESS.

LOT 15

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 237.30 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 37.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 35.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 47.30 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 35.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°50'50" WEST 47.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,656 SQUARE FEET, MORE OR LESS.

LOT 16

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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



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FROM SAID RAILROAD COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 72.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 35.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°50'50" WEST 150.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 35.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,250 SQUARE FEET, MORE OR LESS.

LOT 17

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 107.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 75.00 FEET; THENCE AT RIGHT ANGLES SOUTH 01°50'50" WEST 150.00 FEET; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 75.00 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,250 SQUARE FEET, MORE OR LESS.

LOT 18

COMMENCING AT THE INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1 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 WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) RIGHT-OF-WAY IN THE WEST 1/4 OF WEST 1/4 OF SOUTHWEST 1/4 OF SOUTHWEST 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; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET; THENCE DEPARTING SAID EAST LINE AND AT RIGHT ANGLES THERETO SOUTH 88°09'10" EAST 182.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°09'10" EAST 30.19 FEET TO THE NORTHWEST CORNER OF LOT 4 OF SAID BLOCK 1; THENCE ALONG THE NORTH LINE THEREOF SOUTH 88°09'10" EAST 75.00 FEET; THENCE DEPARTING SAID NORTH LINE AND ON A LINE PARALLEL WITH AND 75.00 FEET EASTERLY FROM THE WEST LINE OF SAID LOT 4 SOUTH 01°50'50" WEST 50.00 FEET TO THE SOUTH LINE THEREOF; THENCE ALONG SAID SOUTH LINE SOUTH 88°09'10" WEST 75.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE ALONG THE WEST LINE OF LOTS 5 AND 6 OF SAID BLOCK 1 SOUTH 01°50'50" WEST 100.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE AT RIGHT ANGLES NORTH 88°09'10" WEST 50.19 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 150.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,278 SQUARE FEET, MORE OR LESS.

LOT 19

THE WEST 75.00 FEET OF LOT 5, AND THE WEST 50.00 FEET OF LOT 6, BLOCK 1, '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.

CONTAINING 6,269 SQUARE FEET, MORE OR LESS.

LOT 20

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY MARGIN OF SECTION STREET WITH THE EAST LINE OF THE WEST 10.00 FEET OF THE EASTERLY 29.0 FEET OF BURLINGTON NORTHERN RAILROAD COMPANY'S



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(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;

THENCE ALONG SAID EAST LINE ON A CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 86°21'34" WEST A DISTANCE OF 7,035.00 FEET; THENCE NORTHERLY ALONG SAID EAST LINE AND CURVE THROUGH A CENTRAL ANGLE OF 01°47'36" A DISTANCE OF 220.18 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID EAST LINE NORTH 01°50'50" EAST 288.96 FEET; THENCE AT RIGHT ANGLES SOUTH 88°09'10" EAST 72.69 FEET; THENCE AT RIGHT ANGLES NORTH 01°50'50" EAST 47.30 FEET; THENCE AT RIGHT ANGLES SOUTH 88°09'10" EAST 180.10 FEET TO THE WEST LINE OF BLOCK 1 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 WEST LINE SOUTH 01°50'50" WEST 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 8 OF SAID BLOCK 1, ALSO BEING THE

NORTHWEST CORNER OF UNION STREET AS DEPICTED ON SAID "PICKEN'S ADDITION" PLAT; THENCE ALONG THE WEST LINE OF SAID UNION STREET SOUTH 01°50'50" WEST 29.00 FEET; THENCE DEPARTING SAID WEST LINE AND PARALLEL WITH THE NORTH LINE OF UNION STREET AS DEPICTED ON THE PLAT OF CENTRAL ADDITION TO MOUNT VERNON, ACCORDING TO THE MAP THEREOF, RECORDED UNDER VOLUME 2 OF PLATS PAGE 103, RECORDS OF SKAGIT COUNTY, WASHINGTON, NORTH 88°09'10" WEST 29.46 FEET TO A POINT OF INTERSECTION WITH THE

NORTHEASTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 5, BLOCK 1 OF MCLEAN'S ADDITION TO THE TOWN OF MOUNT VERNON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 65, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE ALONG SAID NORTHWESTERLY LINE AND EXTENSION, SOUTH 23°08'50" WEST 93.66 FEET TO A LINE DRAWN PERPENDICULAR FROM A POINT ON THE WEST LINE OF SAID SECTION 20, FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION MEASURES 975.26 FEET; THENCE ALONG SAID LINE NORTH 88°09'10" WEST 150.40 FEET TO A POINT ON THE EAST LINE OF SAID EASTERLY 29.0 FEET; THENCE ALONG SAID EAST LINE SOUTH 01°50'50" WEST 100.00 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 88°09'10" WEST A DISTANCE OF 7,034.00 FEET; THENCE ALONG SAID EAST LINE AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°47'18" A DISTANCE OF 220.18 FEET, MORE OR LESS, TO SAID NORTH MARGIN OF SECTION STREET; THENCE ALONG SAID NORTH MARGIN NORTH 88°09'10" WEST 19.01 FEET TO THE POINT OF BEGINNING

TOGETHER WITH LOTS 4, 5, 6, 7 AND 8, BLOCK 1, SAID "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,

EXCEPTING FROM SAID LOTS THE FOLLOWING:

THE WEST 75.00 FEET OF SAID LOT 4;
 THE WEST 75.00 FEET OF SAID LOT 5;
 THE WEST 50.00 FEET OF SAID LOT 6;

ALSO TOGETHER WITH THE VACATED WESTERLY 5.0 FEET OF SOUTH SIXTH STREET ABUTTING SAID LOTS 4 THROUGH 8, INCLUSIVE, AS VACATED UNDER CITY OF MOUNT VERNON ORDINANCE NUMBER 2407,

CONTAINING 78,793 SQUARE FEET, MORE OR LESS.

LOT 21

THE WESTERLY 10.0 FEET OF 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. 9200030031 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



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DATED OCTOBER 17, 1960, BOUNDED ON THE SOUTH BY THE NORTH LINE OF SECTION STREET AND BOUNDED ON THE NORTH BY THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 1, 'PICKENS ADDITION TO THE TOWN OF MT. VERNON', AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 105, RECORDS OF SKAGIT COUNTY, WASHINGTON.

CONTAINING 7,864 SQUARE FEET, MORE OR LESS.



Exhibit "D"

Description of Location of Visconsi Sanitary Sewer Line

[See attached]



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EXHIBIT ' '
SANITARY SEWER EASEMENT DESCRIPTION

A 20.00-FOOT-WIDE SANITARY SEWER EASEMENT LOCATED WITHIN A PORTION OF LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT A, THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 88°09'10" EAST, 41.04 FEET; THENCE DEPARTING SAID LINE AND AT RIGHT ANGLES THERETO, NORTH 01°50'50" EAST, 64.09 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE WEST LINE OF SAID LOT A, NORTH 01°53'12" EAST, 89.83 FEET; THENCE NORTH 24°06'29" WEST, 15.25 FEET TO THE TERMINUS OF SAID CENTERLINE, ALSO BEING A POINT ON THE SOUTH MARGIN OF A UTILITY EASEMENT, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202006110037.

THE SIDE MARGINS OF SAID EASEMENT TO BE TRIMMED TO MEET THE SOUTH MARGIN OF SAID UTILITY EASEMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202006110037

SITUATE IN SKAGIT COUNTY, WASHINGTON



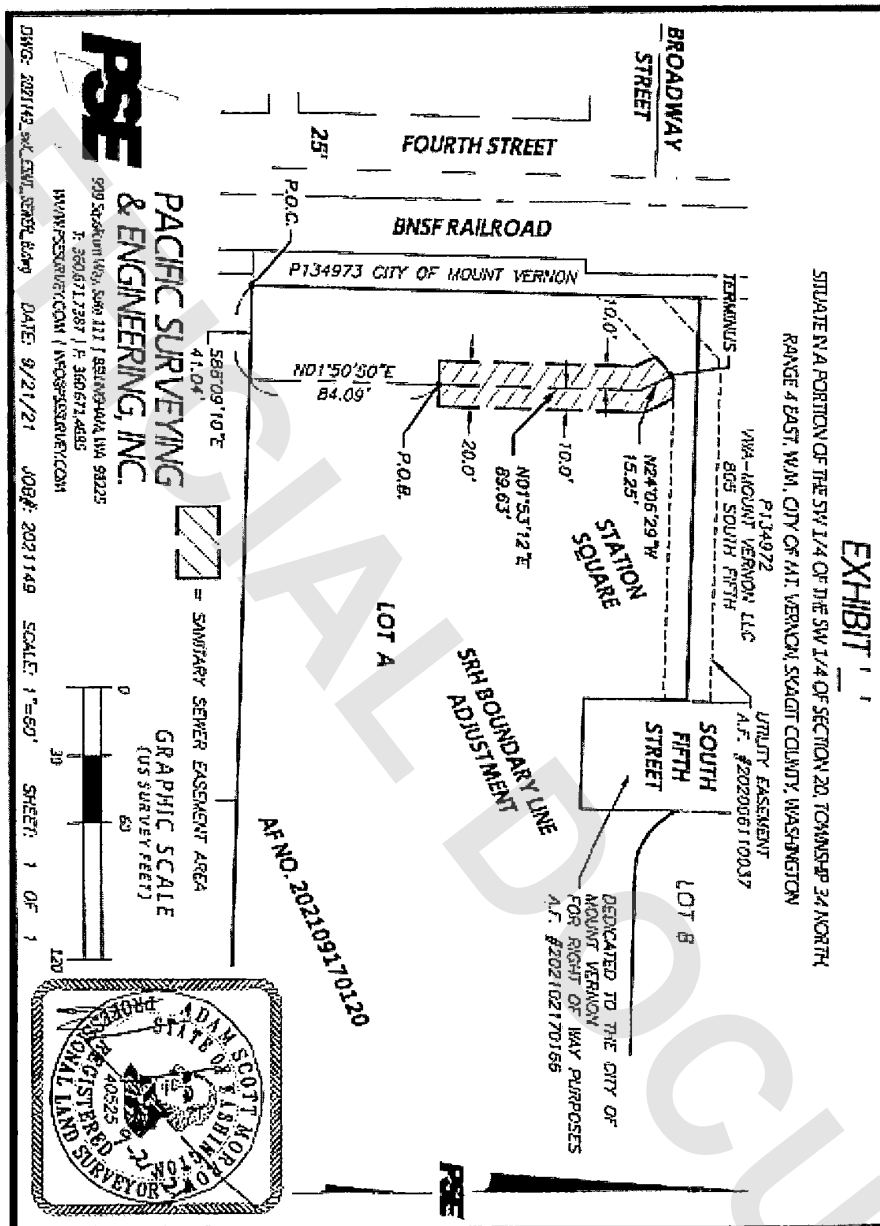


Exhibit "E"

Description of Location of ALFCO Sanitary Sewer Line

[See attached]



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EXHIBIT 'C'
SANITARY SEWER EASEMENT DESCRIPTION

A 20.00-FOOT-WIDE SANITARY SEWER EASEMENT LOCATED WITHIN A PORTION OF LOT A, STATION SQUARE SRH BOUNDARY LINE ADJUSTMENT, ACCORDING TO THE MAP THEREOF, RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202109170120, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT A, THENCE ALONG THE SOUTH LINE THEREOF, SOUTH 86°09'10" EAST, 40.98 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID LINE AND PARALLEL WITH THE WEST LINE OF SAID LOT A, NORTH 01°53'12" EAST, 84.09 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE SIDE MARGINS OF SAID EASEMENT TO BE EXTENDED OR TRIMMED TO MEET THE SOUTH LINE OF SAID LOT A.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



