

After Recording Return to:

City Attorney  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221



201201170067  
Skagit County Auditor

1/17/2012 Page 1 of 74 12:14PM

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**PORT OF ANACORTES**

**AND**

**CITY OF ANACORTES**

**THIS INTERLOCAL COOPERATIVE AGREEMENT** (the "Agreement") is made and entered into by and between the **PORT OF ANACORTES** ("Port") and the **CITY OF ANACORTES** ("City") pursuant to the authority granted by Chapter 39.34 RCW, Interlocal Cooperation Act.

**WHEREAS**, the City and the Port entered into an October 21, 2002 Interlocal Agreement, recorded as Skagit County Auditor File No. 2002111201186 (the "2002 Interlocal"), a copy of which is attached hereto as Exhibit "A," which transferred five thousand (5,000) square feet of land from the Port to the City and gave the Port a Fifty Thousand Dollar (\$50,000) credit against any future amounts owed by the Port to the City as a result of (i) the Port's acquisition of property, or (ii) the City's vacation of streets in favor of the Port.

**WHEREAS**, the City and the Port have identified three separate parcels wherein ownership will be transferred between the City and the Port. The properties are described as the "Depot Property," the "Third and R Avenue Property" and the "Market Street Properties." These properties are depicted on the aerial photograph attached hereto as Exhibit "B."

**WHEREAS**, the City and the Port now desire to transfer ownership of the properties as described herein and satisfy all the outstanding obligations of the 2002 Interlocal.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions the parties agree as follows:

1. **EXHIBITS.** The following Exhibits and Maps are attached to this Agreement and incorporated herein by reference.

EXHIBIT	DESCRIPTION
A	Interlocal Cooperative Agreement Between Port of Anacortes and City of Anacortes Dated October 21, 2002
B	Aerial Photo Showing Property Locations
C	Street Vacation Ordinance – Third Street and “R” Avenue Properties (Street Vacation Parcel 10)
D	Street Vacation Ordinance - Market Street Properties (Street Vacation Parcels 5-9)
E	Legal Descriptions of Market Street Parcels A, D, E, & G
F	Statutory Warranty Deed – Market Street Parcels A and E (Port to City)
G	Statutory Warranty Deed – Market Street Parcels D and G (City to Port)
H	Legal Description of Depot Property
I	Statutory Warranty Deed – Depot Property
J	Right of Way Agreement over Market Street

In addition to the Exhibits noted above, the following maps have been prepared to depict the transaction contemplated herein. These maps are incorporated by reference.

Map 1	Proposed Street Vacations (Parcels 5-10)
Map 2	Ownership After Street Vacations
Map 3	Market Street Parcels to be Exchanged
Map 4	Market Street Right of Way

**2. STREET VACATIONS.** As depicted on Map 1 and Map 2, the City has various street right of ways within the vicinity of Third Street and R Avenue and also in the vicinity of Market Street between Sixth and Ninth Streets that the parties desire to have vacated. The parties shall work together as follows to accomplish these vacations.

**2.1 Third Street & “R” Avenue Street Vacation.** The City has street right of ways in the vicinity of Third Street and “R” Avenue identified on Map 1, and collectively hereafter referred to, as “Street Vacation Parcel 10.” The Port shall petition the City to vacate Street Vacation Parcel 10 and upon receipt of the Port’s Petition for Street Vacation, the City shall immediately commence the appropriate administrative and public process for vacating Street Vacation Parcel 10, which process is to conclude with the City’s approval of street vacation ordinance attached hereto as Exhibit “C.”

**2.2 Market Street Vacations.** The City has street right of ways in the vicinity of Market Street between Sixth and Ninth Streets as identified on Map 1, and collectively hereafter referred to, as “Street Vacation Parcel 5-9.” Both the City and the Port separately own portions of the property underlying the right of way. The Port shall petition the City to vacate Street Vacation Parcels 5-9 and upon receipt of the Port’s Petition for Street Vacation, the City shall immediately commence the appropriate administrative and public process for vacating Street Vacation Parcels 5-9, which process is to conclude with the City’s approval of street vacation ordinance attached hereto as Exhibit “D.” As indicated by the table below, those portions of



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Street Vacation Parcels 5-9 where the underlying property is owned by the City will be vacated in favor of the City and those portions owned by the Port will be vacated in favor of the Port.

STREETS TO BE VACATED BY CITY	EXHIBITS	SQUARE FOOTAGE VACATED	PROPERTY OWNER VACATED IN FAVOR OF
3 <sup>rd</sup> St. and "R" Avenue (Parcel 10)	Exhibit C Maps 1 & 2	55,654	DCI/Port
Market Street Vicinity (Parcels 5-9)	Exhibits D Maps 1 & 2	54,495	City (31,024 sq. ft.) Port (23,471 sq. ft.)

**2.3 Public Process.** The parties recognize that the street vacations described above will be subject to public hearing and review before the City Council may grant or deny the Port's petitions. Completion of the property transfers identified below is contingent upon the City first completing the street vacations identified in this section.

**3. MARKET STREET PROPERTY EXCHANGES.** As depicted on the various exhibits and maps attached hereto, the ownership of the various properties underlying and surrounding Market Street between Sixth Street and Ninth Street is held by the Port and the City. The Port and the City desire to exchange parcels of property in order to create contiguous and rational ownership parcels. Thereafter, the Port will provide a right of way over a portion of its property for Market Street. The legal description of the Port's parcels to be transferred to the City, which are designated as Parcels A & E, and the City parcels to be transferred to the Port, which are designated as Parcels D & G, are set forth in Exhibit "E." The form of the Port's statutory warranty deed is set forth in Exhibit "F" and the form of the City's statutory warranty deed is set forth in Exhibit "G". The Market Street property exchanges are detailed in the following table:

PROPERTY	CURRENT OWNER	EXHIBITS AND MAP REFERENCES	TRANSFeree
Parcels A & E	Port	Exhibit E & F Maps 2 & 3	City
Market Street Parcels D & G	City	Exhibit E & G Maps 2 & 3	Port

**4. DEPOT PROPERTY TRANSFER.** The Port owns the Depot Property which is depicted in Exhibit "B" and legally described in Exhibit "H." The Port shall transfer the Depot Property to the City using the form of statutory warranty deed attached hereto as Exhibit "I." The transfer will be subject to the following reservations:

**4.1 Reservation of Industrial Rights.** The Port is retaining the ownership of the property immediately west of the Depot Property along "R" Avenue (the "Port's Retained Depot Parcel"). In the context of the use of the Port's Retained Depot Property in conjunction with other Port adjacent property which is used for marine industrial activities the Port reserves any rights to continue to reasonably operate these marine industrial activities. The city



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acknowledges that the operations currently functioning on the Port's Retained Depot Parcel and the Port adjacent property are within the limits of the current zoning.

**4.2 Connection of Sixth Avenue.** It may later become necessary for the Port to connect the eastern side of Sixth Street through the Depot Property and the Port's Retained Depot Parcel to the western side of Sixth Street. As contained in Exhibit "I," the Port reserves the right to construct (including the removal of trees as may be necessary) and maintain a right of way across and through the Depot Property for purposes of connecting the east and west sides of Sixth Street.

**4.3 Storm Water.** The storm water from the Port's Retained Depot Parcel currently drains into the Depot Property. As contained in Exhibit "I," the Port reserves a storm water easement from the Port's Retained Depot Parcel eastward onto the wetlands portion of the Depot Property.

**5. MARKET STREET RIGHT OF WAY.** The Port shall grant a sixty (60) foot right of way to the City, in the form attached hereto as Exhibit "J," over those portions of property owned by the Port, after the Market Street transfers identified above, upon which Market Street currently exists. The right of way is depicted in Map 4, attached hereto, and shall be centered on the existing location of Market Street.

**6. OCTOBER 21, 2002 INTERLOCAL.** This Agreement shall supersede and subsume the 2002 Interlocal identified above between the Port and the City. As partial consideration for the actions taken by the City pursuant to this Agreement, the remaining balance of the Port's Fifty Thousand Dollar (\$50,000) Credit established under the 2002 Interlocal shall be deemed satisfied upon completion of all of the street vacations and property transfers to be made by the City that are contemplated herein.

**7. CONSIDERATION.** The City and the Port recognize that the Port is transferring to the City more square footage of property than the City is transferring to the Port. However, both parties recognize that square footage of property exchanged is not the only, nor necessarily the most important, measure of value. Indeed, the street vacations, property transfers and other transactions contemplated herein are essential components of the City's and the Port's respective comprehensive and development plans which could not be otherwise realized. This includes, but is not limited to, the Port's Project Pier 1. The parties acknowledge that the transactions contemplated herein will enhance the value of adjacent properties already owned by the Port and the City and that the street vacations by the City will unencumber Port owned properties. The parties further recognize that they are both receiving a true and full value as set forth in RCW 43.09.210 for the property exchanges and other obligations they both respectively assumed herein. The parties hereby agree that the consideration exchanged between them pursuant to this Agreement is satisfactory in all respects and that in the event of litigation regarding this Agreement or the transactions contemplated herein no action or defense may be brought on the basis of inadequate consideration.

**8. TITLE INSURANCE.** Title examination shall be conducted as follows:

**8.1 Title Commitments.** Within five (5) days after the mutual execution of this Agreement, the parties shall order from Chicago Title in Anacortes, Washington (the "Escrow



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Holder") commitments for standard owner's policy of title insurance (the "Title Commitments") for the following properties:

- (i) The Depot Property to be transferred from the Port to the City;
- (ii) Market Street Parcels A and E to be transferred from the Port to the City; and
- (iii) Market Street Parcels D and G to be transferred from the City to the Port.

The commitments shall commit the Escrow Holder to insure good and marketable title to the properties free and clear of liens, deeds of trusts, charges, defects or encumbrances other than the "Permitted Exceptions." Since the property exchanges contemplated herein do not include a purchase price, the amount each of each of the respective Title Commitments shall be in amounts reasonably agreed to by the parties.

**8.2 Title Objections.** Upon receipt of the Title Commitments, the parties shall reasonably work together to identify and remove any objections to title either party may have regarding title to property it is to receive from the other; except, those rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with the transferee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects and the transferor shall not be obligated to remove them at or before closing (the "Permitted Exceptions"). Before the City Council's public hearing regarding the Port's petitions to vacate Street Vacation Parcels 5-10, the parties will attempt to reach consensus as to (i) which title objections will be removed from title at or before closing, and (ii) which objections will stay on title after closing. In the event that the parties are unable to so agree, either party may terminate this Agreement with no further obligation to either party.

**8.3 Costs.** The Port and the City shall share equally all title insurance costs.

**9. ESCROW INSTRUCTIONS.** Upon execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as the instructions to Escrow Holder for consummation of the property transfers contemplated herein. The Port and the City agree to execute such additional and supplemental escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplemental escrow instructions, the terms of this Agreement shall control.

**10. CLOSING AND ESCROW.** The closing hereunder (the "Closing") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of Escrow Holder. Closing shall take place within twenty (20) days of the City's grant of the Port's petitions to vacate Street Vacation Parcels 5-10 or such other date as the parties may mutually agree in writing. All documents shall be deemed delivered on the date the respective deeds are recorded and possession of the properties shall transfer to receiving parties on the Closing Date. The City and the Port shall share equally all closing and escrow costs arising out of this Agreement.

**11. DOCUMENTS TO BE DELIVERED BY CITY FOR CLOSING.** On or prior to the Closing Date, the City shall deposit with Escrow Holder the following:



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- (i) A duly executed Street Vacation Ordinance for Street Vacation Parcel No. 10 in the form attached hereto as Exhibit "C;"
- (ii) A duly executed Street Vacation Ordinance for Street Vacation Parcel Nos. 5-9 in the form attached hereto as Exhibit "E;"
- (iii) A duly executed and acknowledged Statutory Warranty Deed for Market Street Parcels D and G in the form attached hereto as Exhibit "H," together with a duly executed real estate excise tax affidavit;
- (iv) A standard ALTA form of owner's policy of title insurance covering Market Street Parcels D and G; and
- (v) Such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the transfer of properties in accordance with the terms of this Agreement.

**12. DOCUMENTS TO BE DELIVERED BY PORT FOR CLOSING.** On or prior to the Closing Date, the Port shall deposit with Escrow Holder the following:

- (i) A duly executed and acknowledged Statutory Warranty Deed for Market Street Parcels A and E in the form attached hereto as Exhibit "G," together with a duly executed real estate excise tax affidavit;
- (ii) A duly executed and acknowledged Statutory Warranty Deed for the Depot Property in the form attached hereto as Exhibit "J," together with a duly executed real estate excise tax affidavit;
- (iii) A duly executed and acknowledged Right of Way Agreement in the form attached hereto as Exhibit "K;"
- (iv) A standard ALTA form of owner's policy of title insurance covering Market Street Parcels A and E and the Depot Property;
- (v) Such other instruments as are reasonably required by Escrow Holder or otherwise required to close the escrow and consummate the transfer of properties in accordance with the terms of this Agreement.

**13. RECORDING OF DOCUMENTS.** Escrow Holder shall record the documents in the following order (i) Street Vacation Ordinances, (ii) Deeds, and (iii) Right of Way Agreement.

**14. ADMINISTRATION AND NOTICE.** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a



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nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Port of Anacortes: Port of Anacortes  
ATTN: Robert W. Hyde, Executive Director  
First and Commercial  
Post Office Box 297  
Anacortes, WA 98221

City of Anacortes: City of Anacortes  
ATTN: H. Dean Maxwell, Mayor  
Post Office Box 547  
Anacortes, WA 98221

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

**15. INDEMNIFICATION.** It is understood and agreed between the parties hereto that each party will indemnify, defend and hold the other party harmless from all liability, claims, losses, demands, actions or causes of action resulting from their respective acts undertaken in connection with this Agreement. In other words, to the extent that liability, claims, losses, demands, actions or causes of action arise from the City's performance of any act undertaken in connection with this Agreement, the City will indemnify, defend and hold the Port harmless. Similarly, the Port will indemnify, defend and hold the City harmless from liability, claims, losses, demands, actions or causes of action arising from the performance of any act undertaken in connection with this Agreement. The rights and duties arising out of this indemnification extend to the parties respective elected officials, employees and agents.

**16. ENVIRONMENTAL RELEASE.** Each party acquiring property transferred under this Agreement further agrees to release the party transferring property under this Agreement from any and all liability, claims, losses, demands, actions or causes of action arising from or related to the transferred property, including any latent, environmental or hazardous conditions on the property, whether known or unknown to the transferring party, or any of its officers, employees or agents. The property transfers made in accordance with this Agreement are made "as is, where is" and neither party is relying in whole or in part on any representation or warranty from the other party as to the physical condition of any of the properties to be transferred. Both parties hereby warrant to the other that they are relying on their own inspection and review of the properties they are acquiring and have made their own determination that those properties are suitable for their intended purposes.

**17. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS.** The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto, upon authorization by the legislative bodies of the City and the Port. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.



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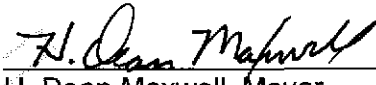
18. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

19. **ENTIRE AGREEMENT.** This Agreement contains all terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto.

FOR PORT OF ANACORTES

FOR CITY OF ANACORTES

  
\_\_\_\_\_  
Robert W. Hyde, Executive Director

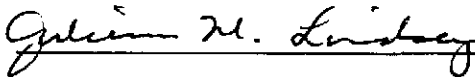
  
\_\_\_\_\_  
H. Dean Maxwell, Mayor

DATED: 23 NOV 2011

DATED: 11/28/11

ATTEST:

ATTEST:

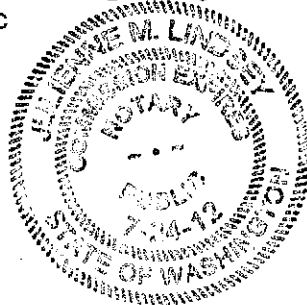
  
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APPROVED AS TO FORM:

APPROVED AS TO FORM:

F:\PORT ANACORTES\Planning & Projects Department\Depot Property Transfer\Interlocal with City revised 110308.doc



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**EXHIBIT A:  
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN PORT OF ANACORTES AND CITY  
OF ANACORTES DATED OCTOBER 21, 2002.**



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After Recording Return to:

City Attorney  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221



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11/12/2002 Page 1 of 5 11:28AM

**INTERLOCAL COOPERATIVE AGREEMENT**

**BETWEEN**

**PORT OF ANACORTES**

**AND**

**CITY OF ANACORTES**

**ISLAND TITLE CO.**  
QB 2259

**ACCOMMODATION RECORDING**

THIS AGREEMENT is made and entered into by and between the Port of Anacortes ("Port") and the City of Anacortes ("City") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

- PURPOSE:** The purpose of this Interlocal Agreement is to formalize the relationship of the Port and the City regarding the transfer of approximately 5,000 square feet of Port owned property adjacent to the City owned property that includes the Depot and the W.T. Preston from the Port to the City for \$10 per square foot or a total of \$50,000. This 5,000 square feet of property is legally described in Attachment A to this Agreement and is shown in generalized form in Attachment B. It is in the best interests of the Port and the City to complete this transaction by September 30, 2002, with proper consideration for finalized reimbursement to the Port over a 5-year period as set forth in this Agreement.
- RESPONSIBILITIES AND MANNER OF FINANCING:** The Port may use the \$50,000 as a credit against any amount(s) the Port owes the City on any property acquisitions or street vacations initiated and completed prior to June 30, 2007. In the event the Port does not use the entire \$50,000 credit for such property acquisitions or street vacation fees prior to June 30, 2007, the City shall pay the Port any remaining balance in cash on July 1, 2007. Any property acquired by the Port under this provision shall be valued at \$10 per square foot for the first 5,000 square feet.
- TERM OF AGREEMENT:** The term of this Agreement shall be from October 1<sup>st</sup>, 2002 through October 1<sup>st</sup>, 2007.



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4. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

4.1 the Port's representative shall be Dan Stahl.

4.2 The City's representative shall be Ian Munce.

5. INDEMNIFICATION AND RELEASE: It is understood and agreed between the parties hereto that each party will indemnify, defend and hold the other party harmless from all liability, claims, losses, demands, actions or causes of action resulting from their respective acts undertaken in connection with this agreement. In other words, to the extent that liability, claims, losses, demands, actions or causes of actions arise from the City's performance of any act undertaken in connection with this Agreement, the City will indemnify, defend and hold the Port harmless. Similarly, the Port will indemnify, defend and hold the City harmless from liability, claims, losses, demands, actions or causes of action arising from the performance of any act undertaken in connection with this Agreement. Each Party acquiring property transferred under this Agreement further agrees to release the Party transferring property under this Agreement from any and all liability, claims, losses, demands, actions or causes of action arising from or related to the transferred property, including any latent, environmental or hazardous conditions on the property, whether known or unknown to the transferring Party, or any of its officers, employees or agents. The rights and duties arising out of this Indemnification and Release Agreement extend to the parties respective officers, employees and agents.

6. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto, upon authorization by the legislative bodies of the City and the Port. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

7. SEVERABILITY: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

8. ENTIRE AGREEMENT: This Agreement contains all terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

Island Title Company has placed  
this document for recording as a  
customer courtesy and accepts no  
liability for its accuracy or validity



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**FOR PORT OF ANACORTES**

*C. R. Mallory*  
Charles Mallory

DATED: 9/27/02

ATTEST:  
*Nelva Fisher*  
Director of Finance

APPROVED AS TO FORM:  
*Jan St*

**FOR CITY OF ANACORTES**

*H. Dean Maxwell*  
H. Dean Maxwell, Mayor

DATED: 10/21/02

ATTEST:  
*George Khtaian*  
George Khtaian, City Clerk

APPROVED AS TO FORM:  
*H. Dean Maxwell*

ORIGINAL DOCUMENT



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806 Melcote St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX (360) 855-1658

**LEGAL DESCRIPTION  
OF DEPOT PROPERTY INTERPRETIVE CENTER  
FOR  
PORT OF ANACORTES**

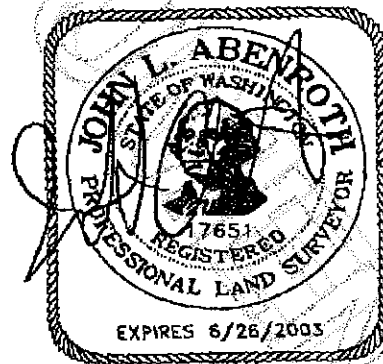
June 10, 2002

That portion of Block 26 of BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, according to the plat recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington, described as follows:

Commencing at the intersection of the north line of Block 23 of BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES and the centerline of the Burlington Northern Railway main track; thence N 88°07'06"W along the north line of said Block 23, a distance of 15.00 feet; thence S 1°58'23"W parallel with the centerline of the Burlington Northern Railway main track, a distance of 296.83 feet to the point of beginning of this description; thence S 88°07'06"E a distance of 50.00 feet; thence S 1°58'23"W, a distance of 100.00 feet; thence N 88°07'06"W, a distance of 50.00 feet; thence N 1°58'23"E, a distance of 100.00 feet to the point of beginning.

Containing 5,000 square feet.

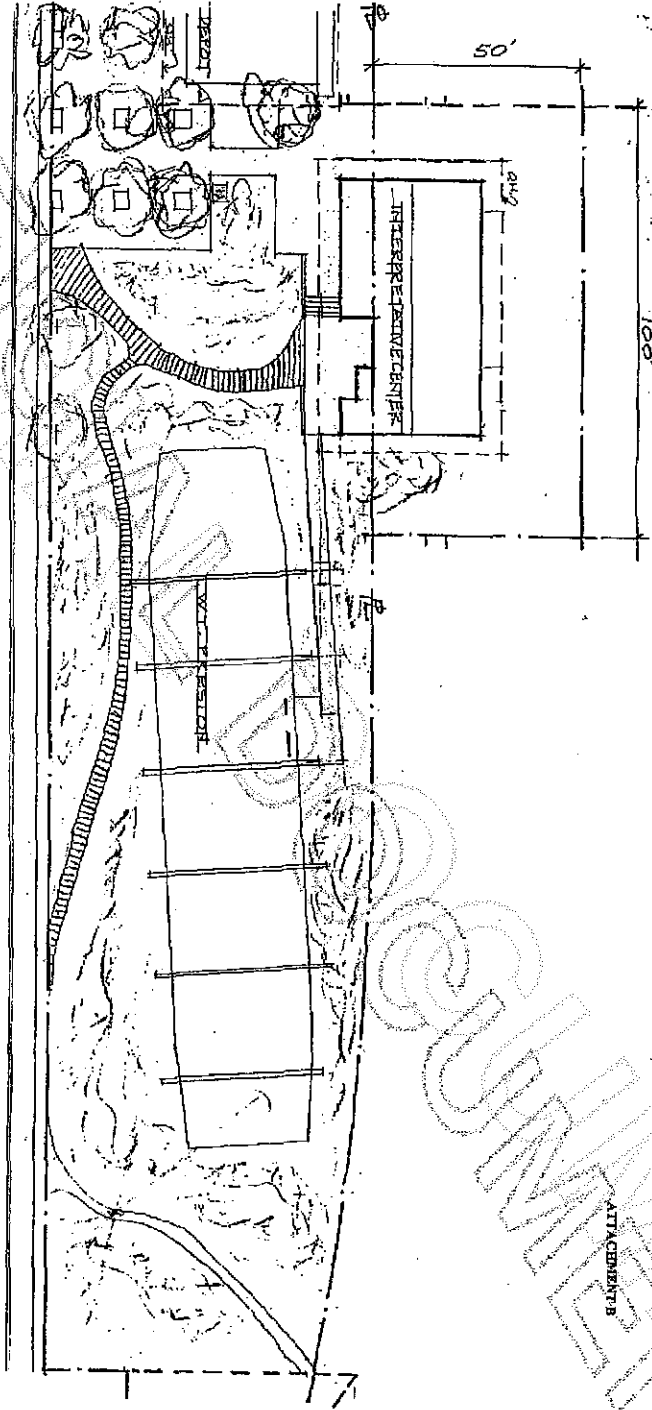
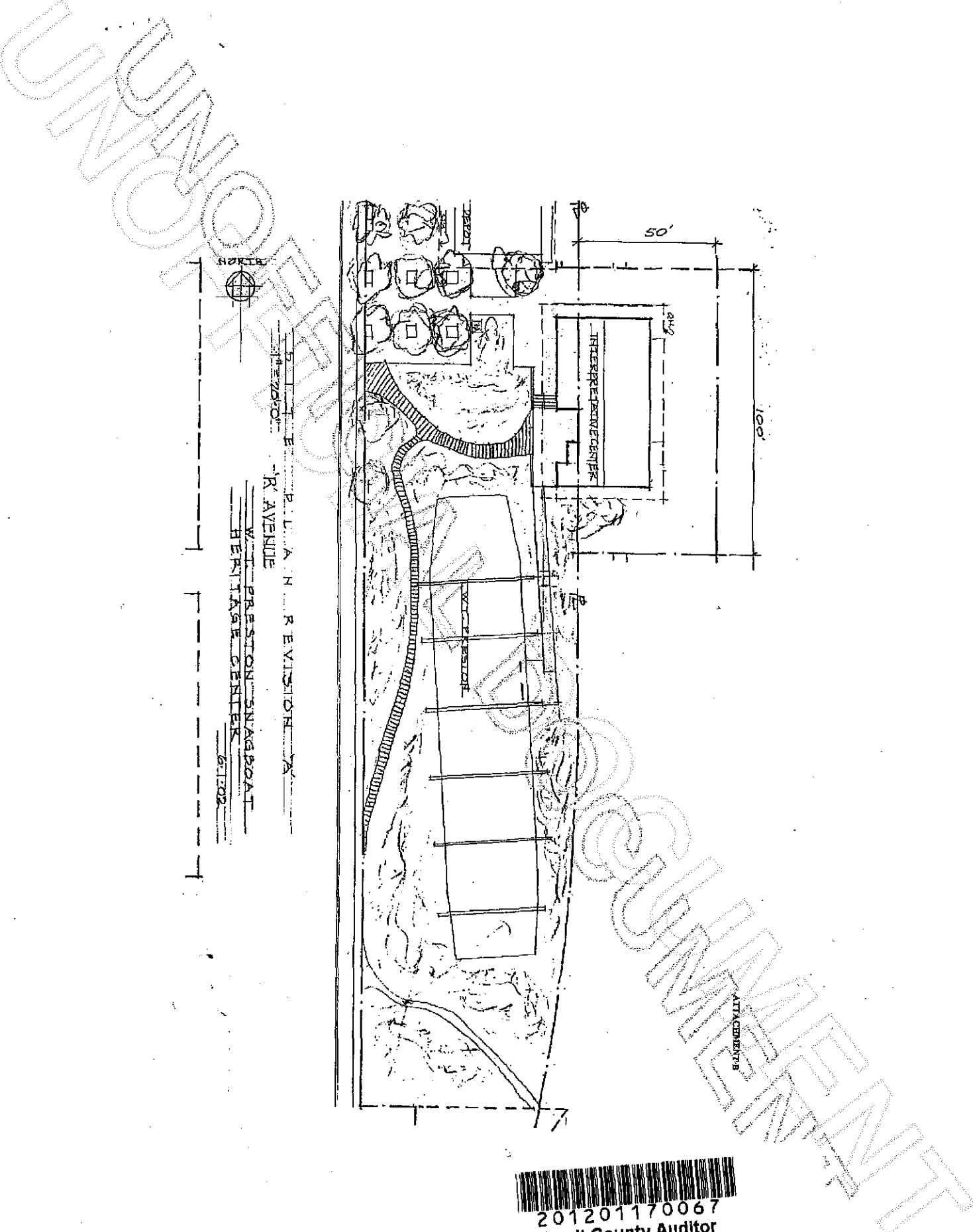
Situated in Skagit County, Washington.



6/11/2002



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PLAN REVISION N  
 W. L. A. N. AVENUE  
 PRESTON SNAGBOAT  
 HERITAGE CENTER  
 6/1/02



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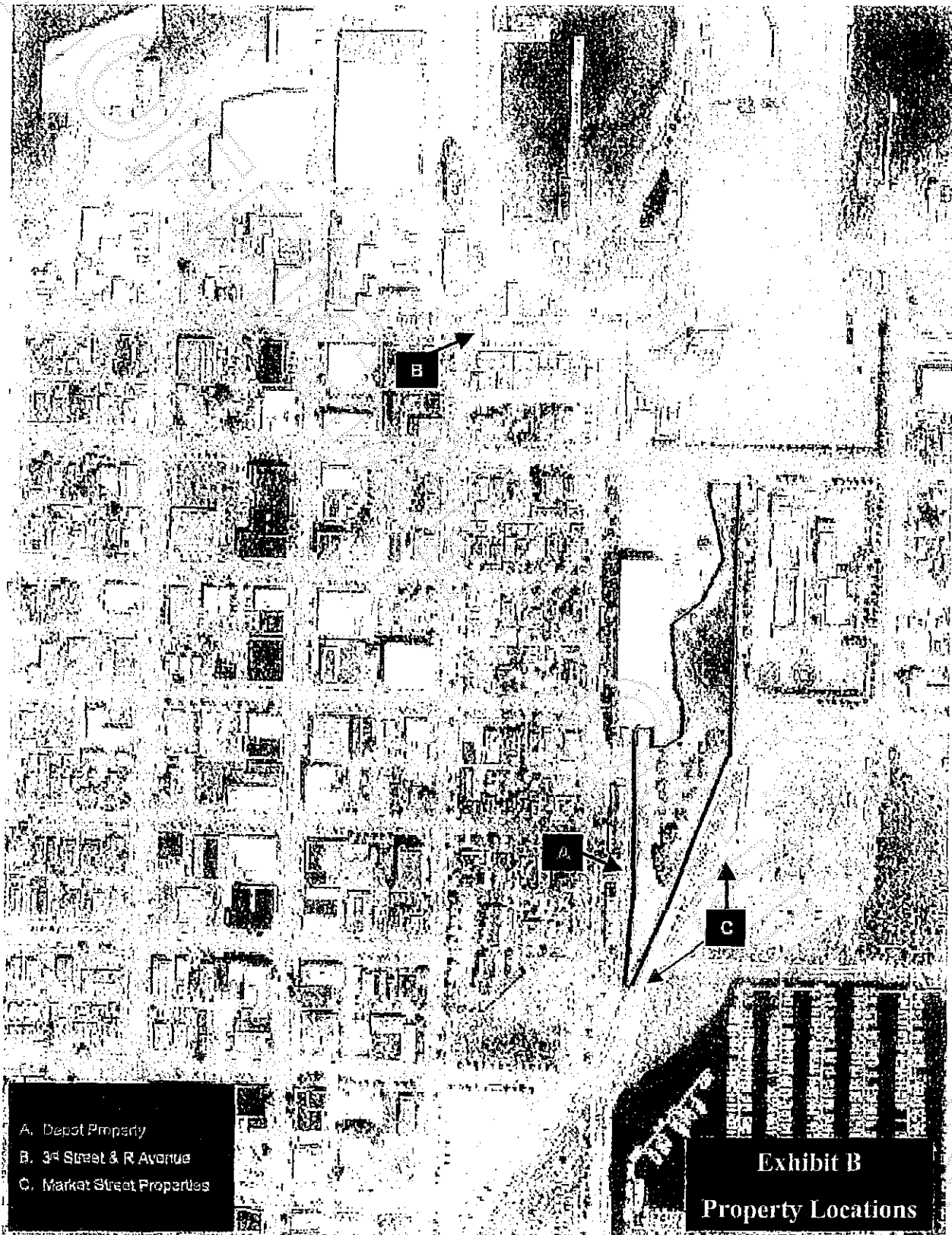
**EXHIBIT B:  
AERIAL PHOTO SHOWING PROPERTY LOCATIONS**

UNOFFICIAL DOCUMENT



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# Street & Property Areas Proposed to Vacate



- A. Depot Property
- B. 3rd Street & R. Avenue
- C. Market Street Properties

**Exhibit B**  
**Property Locations**



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**EXHIBIT C:  
STREET VACATION ORDINANCE – 3<sup>RD</sup> STREET AND “R” AVENUE PROPERTIES  
(PARCEL 10)**

UNOFFICIAL DOCUMENT



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**RETURN TO:**

City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221

**ORDINANCE NO. 2862**

**AN ORDINANCE VACATING A RIGHT-OF-WAY OF CERTAIN PORTIONS OF  
3<sup>RD</sup> Street and R Avenue**

**THE CITY COUNCIL OF THE CITY OF ANACORTES DOES HEREBY ORDAIN AS  
FOLLOWS:**

**WHEREAS**, the requisite number of owners of property abutting certain streets and alleys located within the City of Anacortes have petitioned for an alteration of the plats in which those streets are contained, and have requested vacation a portion of the streets therein; and

**WHEREAS**, the City Council held a public hearing on said proposal on February 16, 2010 and agreed to approve the proposal as set-forth below; now, therefore,

**THE CITY COUNCIL OF THE CITY OF ANACORTES, DOES HEREBY  
ORDAIN AS FOLLOWS:**

**SECTION 1.** The following described right-of-way on streets and alleys located in the City of Anacortes should be and are hereby vacated:

That portion of 3rd Street as shown on the plat of "CITY OF ANACORTES", recorded in Volume 2 of Plats at page 4, records of Skagit County, Washington, lying between the East line of "Q" Avenue and the West line of "R" Avenue as shown on said plat; that portion of said "R" Avenue lying South of a line parallel with and 40 feet North of the North line of said 3rd Street (as referred to in that certain City of Anacortes Ordinance No. 1138 recorded under Auditor's File No. 568102, records of said County and State), and North of the North line of 4th Street as shown on said plat; and all of the alley in Block 4 of said plat. Situate in the City of Anacortes, Skagit County, Washington.



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**SECTION 2.** This Ordinance shall be recorded with The Interlocal Cooperative Agreement between The City of Anacortes and The Port of Anacortes, which shall represent compensation for the vacated right of way as described above. The vacation shall not be effective until such full recordation.

**SECTION 3.** Effective Date: This ordinance shall take effect from and after 5 (five) days after its passage and publication as required by law.

**PASSED AND APPROVED** this 28<sup>th</sup> day of Nov 2011.

**CITY OF ANACORTES:**

BY: H. Dean Maxwell  
H. Dean Maxwell, Mayor

**ATTEST:**

Steve D. Hoglund  
Steve D. Hoglund, City Clerk Treasurer

**APPROVED AS TO FORM:**

Bradford Furlong  
Bradford Furlong, City Attorney WSBA #12924



201201170067  
Skagit County Auditor

**EXHIBIT "A"**

**#10**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF PORTIONS OF "R" AVENUE,  
3RD STREET, AND ALLEY IN BLOCK 4 TO BE VACATED**

**May 18, 2005**

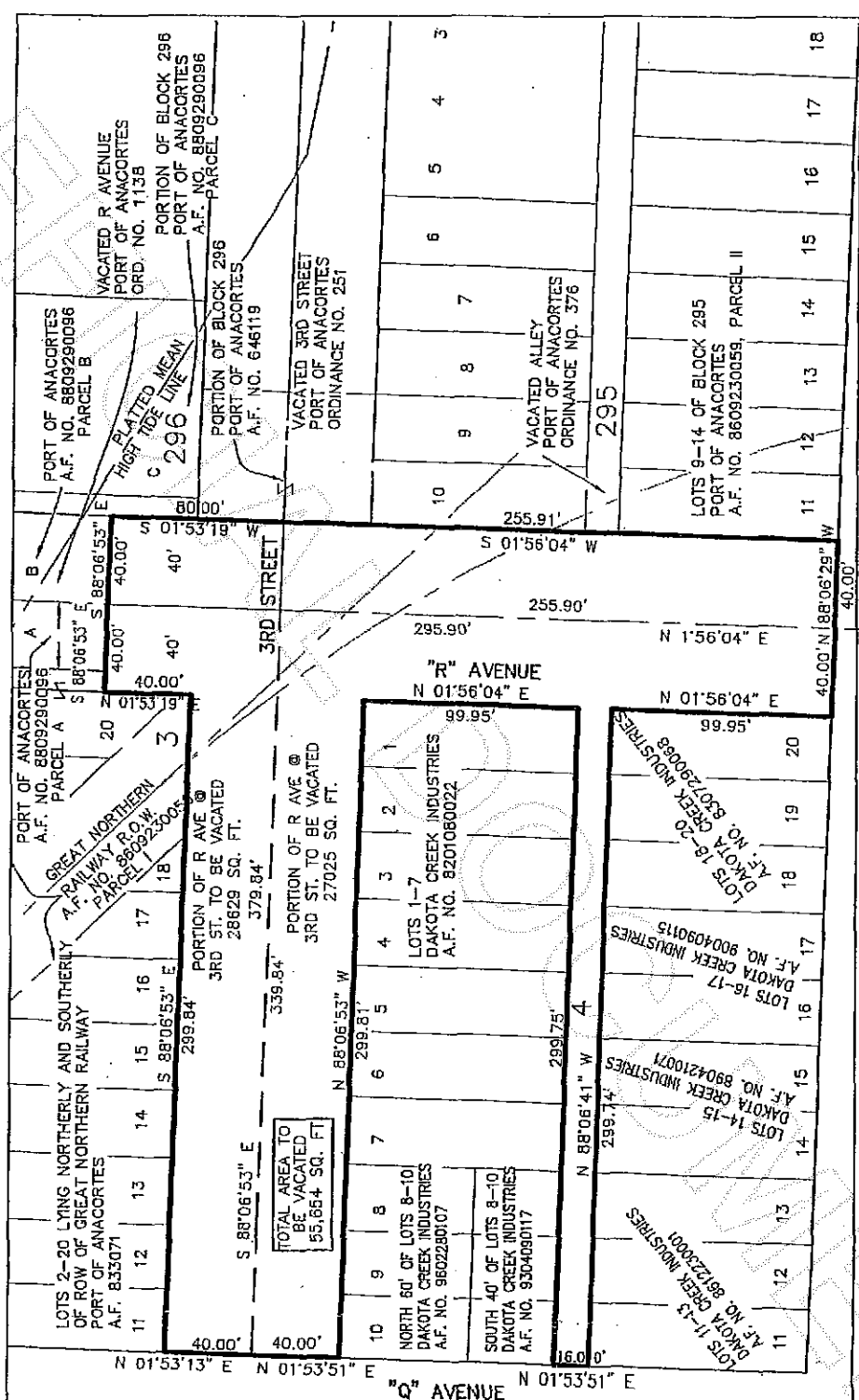
That portion of 3rd Street as shown on the plat of "CITY OF ANACORTES", recorded in Volume 2 of Plats at page 4, records of Skagit County, Washington, lying between the East line of "Q" Avenue and the West line of "R" Avenue as shown on said plat; that portion of said "R" Avenue lying South of a line parallel with and 40 feet North of the North line of said 3rd Street (as referred to in that certain City of Anacortes Ordinance No. 1138 recorded under Auditor's File No. 568102, records of said County and State), and North of the North line of 4th Street as shown on said plat; and all of the alley in Block 4 of said plat. Situate in the City of Anacortes, Skagit County, Washington.



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Leonard, Boudinot & Skodje Inc.  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 603 South First Street, P.O. Box 1228  
 Mount Vernon, WA 98273  
 Tel: 360-338-5751 Fax: 360-338-3981

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 Skagit County Auditor

**EXHIBIT D:  
STREET VACATION ORDINANCE – MARKET STREET PROPERTIES  
(PARCELS 5-9)**

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Skagit County Auditor

**RETURN TO:**  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221

ORDINANCE NO. 2863

**AN ORDINANCE VACATING A RIGHT-OF-WAY OF CERTAIN PORTIONS OF  
S Avenue and Market Street**

**THE CITY COUNCIL OF THE CITY OF ANACORTES DOES HEREBY ORDAIN AS  
FOLLOWS:**

**WHEREAS**, the requisite number of owners of property abutting certain streets and alleys located within the City of Anacortes have petitioned for an alteration of the plats in which those streets are contained, and have requested vacation a portion of the streets therein; and

**WHEREAS**, the City Council held a public hearing on said proposal on February 16, 2010 and agreed to approve the proposal as set-forth below; now, therefore,

**THE CITY COUNCIL OF THE CITY OF ANACORTES, DOES HEREBY  
ORDAIN AS FOLLOWS:**

**SECTION 1.** The following described right-of-way on streets and alleys located in the City of Anacortes should be and are hereby vacated:

**Parcel #5  
LEGAL DESCRIPTIONS FOR VACATION  
OF PORTIONS OF "S" AVENUE**

That portion of "S" Avenue as shown on the plat of "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington, lying North of the North line of Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., and lying South of the South line of 6th Street as shown on said plat of "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON "



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Situate in the City of Anacortes, Skagit County, Washington.

**Market Street Vacations Parcels #6 and #7**

**Legal Descriptions for Vacations of A portion of Market Street**

All that portion of the right of way of the Great Northern Railway Company in Tract 22 of Plate 9, Anacortes Tidelands; also all that portion of lots 1, 19 and 20 and vacated alley in Block 23, Bowmans Central Ship Harbor – Water Front Plat, together with that portion of vacated 7<sup>th</sup> street lying easterly of a line 15 feet easterly of and parallel with the hereinafter described centerline of track of said Railway Company, all in the City of Anacortes, County of Skagit and State of Washington.

The said centerline of track being described as follows:

Commencing at the Southwest corner of section 18, Township 35 North, Range 2 E.W.M. ; thence easterly along the south line of said section 800.75 feet to its intersection with said centerline of track; thence along a 7 degree 00 feet curve to the right whose tangent at the point of intersection makes a northeasterly included angle of 72 degrees 27 feet 06 inches, 217.33 feet; thence Northeasterly and tangent 414.83 feet; thence along a 7 degree 00 feet curve to the left 165.65 feet; thence Northeasterly and tangent 698.64 feet; thence along an 8 degree 53 feet curve to the left 200 feet.

As described in Quit Claim Deed for Street Purposes Recording Number 699809.

**Parcels #8 & 9**

**LEGAL DESCRIPTION OF VACATION  
OF PORTIONS OF MARKET STREET**

That portion of Market Street formerly Motor Line Avenue as shown on Plate 9. Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M, lying West of the East line of the Great Northern Railway right of way , as said right of way is referred to in that certain City of Anacortes Ordinance No. 1201 dated. November 6, 1956.

Situate in the City of Anacortes, Skagit County Washington.

**SECTION 2.** This Ordinance shall be recorded with The Interlocal Cooperative Agreement between The City of Anacortes and The Port of Anacortes, which shall represent



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compensation for the vacated right of way as described above. The vacation shall not be effective until such full recordation.

**SECTION 3.** Effective Date: This ordinance shall take effect from and after 5 (five) days after its passage and publication as required by law.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of NOV 2011.

**CITY OF ANACORTES:**

BY: H. Dean Maxwell  
H. Dean Maxwell, Mayor

**ATTEST:**

Steve D. Hoglund  
Steve D. Hoglund, City Clerk Treasurer

**APPROVED AS TO FORM:**

Bradford Furlong  
Bradford Furlong, City Attorney WSBA #12924



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Skagit County Auditor

**Exhibit A  
#5**

**LEGAL DESCRIPTIONS FOR VACATION  
OF PORTIONS OF "S" AVENUE**

That portion of "S" Avenue as shown on the plat of "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington, lying North of the North line of Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., and lying South of the South line of 6th Street as shown on said plat of "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY ,WASHINGTON"

Situate in the City of Anacortes, Skagit County, Washington.



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UNOFFICIAL DOCUMENT

Exhibit A  
#6 and #7

Legal Descriptions for Street Vacations of A portion of Market Street

All that portion of the right of way of the Great Northern Railway Company in Tract 22 of Plate 9, Anacortes Tidelands; also all that portion of lots 1, 19 and 20 and vacated alley in Block 23, Bowmans Central Ship Harbor – Water Front Plat, together with that portion of vacated 7<sup>th</sup> street lying easterly of a line 15 feet easterly of and parallel with the hereinafter described centerline of track of said Railway Company, all in the City of Anacortes, County of Skagit and State of Washington.

The said centerline of track being described as follows:

Commencing at the Southwest corner of section 18, Township 35 North, Range 2 E.W.M. ; thence easterly along the south line of said section 800.75 feet to its intersection with said centerline of track; thence along a 7 degree 00 feet curve to the right whose tangent at the point of intersection makes a northeasterly included angle of 72 degrees 27 feet 06 inches, 217.33 feet; thence Northeasterly and tangent 414.83 feet; thence along a 7 degree 00 feet curve to the left 165.65 feet; thence Northeasterly and tangent 698.64 feet; thence along an 8 degree 53 feet curve to the left 200 feet.

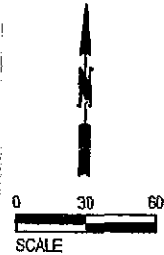
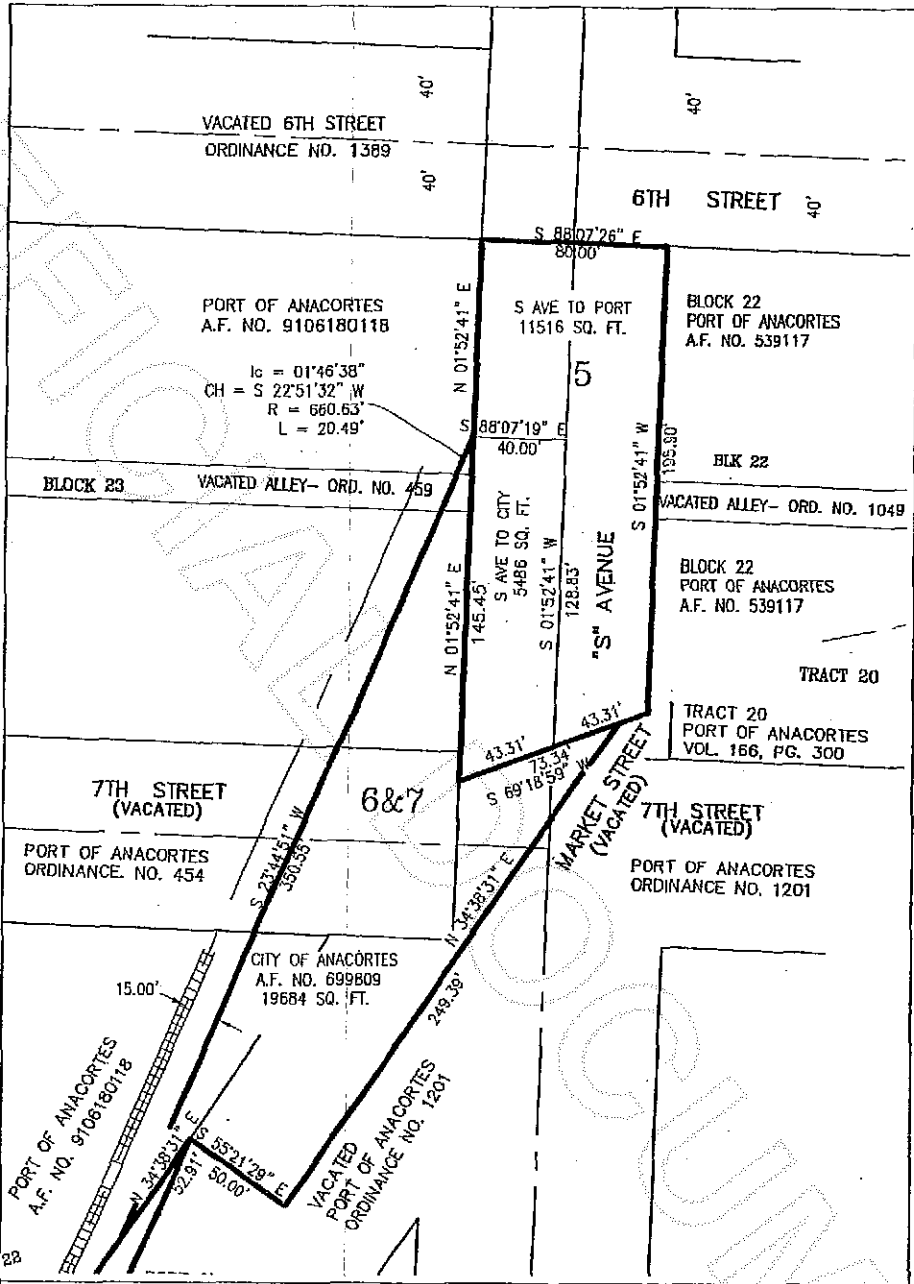
As described in Quit Claim Deed for Street Purposes Recording Number 699809.



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UNOFFICIAL DOCUMENT



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SHEET 4 OF 5

 **Leonard, Boudinot & Skodje Inc.**  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 603 South First Street, P.O. Box 1228  
 Mount Vernon, WA 98273  
 Tel: 360-336-6751 Fax: 360-336-3881

  
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 Skagit County Auditor

699809

QUITCLAIM DEED FOR STREET PURPOSES

The Grantor, GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, for and in consideration of One Dollar (\$1.00) and other valuable consideration, CONVEYS and QUITCLAIMS to the CITY OF ANACORTES, WASHINGTON, a Municipal corporation, Grantee, for street, utilities and other related municipal purposes, the following described property situated in Anacortes, Skagit County, Washington, to-wit:

All that portion of the right of way of the Great Northern Railway Company in Tract 22 of Plate 9, Anacortes Tidelands; also all that portion of lots 1, 19 and 20, and vacated alley in Block 23, Bowman's Central Ship Harbor - Water Front Plat, together with that portion of vacated 7th St. lying easterly of a line 15 feet easterly of and parallel with the hereinafter described centerline of track of said Railway Company, all in the City of Anacortes, County of Skagit and State of Washington.

The said centerline of track being described as follows:

Commencing at the Southwest corner of Section 18, Township 35 North, Range 2 E.W.M.; thence easterly along the south line of said section 800.75 feet to its intersection with said centerline of track; thence along a 7°00' curve to the right whose tangent at the point of intersection makes a northeasterly included angle of 72°27'06", 217.33'; thence Northeasterly and tangent 414.83'; thence along a 7°00' curve to the left 165.65 feet; thence Northeasterly and tangent 698.64'; thence along an 8°53' curve to the left 200 feet.

EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, forever, all iron, natural gas, coal, oil and all minerals of any nature whatsoever upon or in the lands above described owned by Grantor, together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands above described, and in such manner as not to interfere with the use thereof by the Grantee, its successors and assigns.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 15th day of May, 1967.

GREAT NORTHERN RAILWAY COMPANY

BY [Signature]  
Executive Vice President

ATTEST [Signature]  
Secretary



201201170067  
Skagit County Auditor

STATE OF MINNESOTA )  
; ss.  
County of Ramsey )

On this 15th day of May, 1967,

personally appeared before me R. W. Downing

and R.A.M. O'Kelly, to me known to be the  
Executive  
/Vice President and \_\_\_\_\_ Secretary, respectively, of Great

Northern Railway Company, the corporation that executed the within  
and foregoing instrument, and acknowledged the said instrument to  
be the free and voluntary act and deed of said corporation, for  
the uses and purposes therein mentioned, and on oath stated that  
they were authorized to execute said instrument, and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this  
certificate first above written.



R. W. Downing  
Notary Public in and for the State of  
Minnesota, residing at St. Paul  
My Commission Expires: April 22, 1969

Official Records  
VOL 1 PAGE 635

A. H. JOHNSON  
SKAGIT COUNTY AUDITOR  
DEPUTY RW

67 MAY 29 PM 4:02

RECORDED  FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

Official Records  
VOL 1 PAGE 635

FILED FOR RECORD AT  
REQUEST OF:  
PIONEER NATIONAL TITLE INSURANCE CO.  
707-211 St. Mary's  
Return To:

8.00

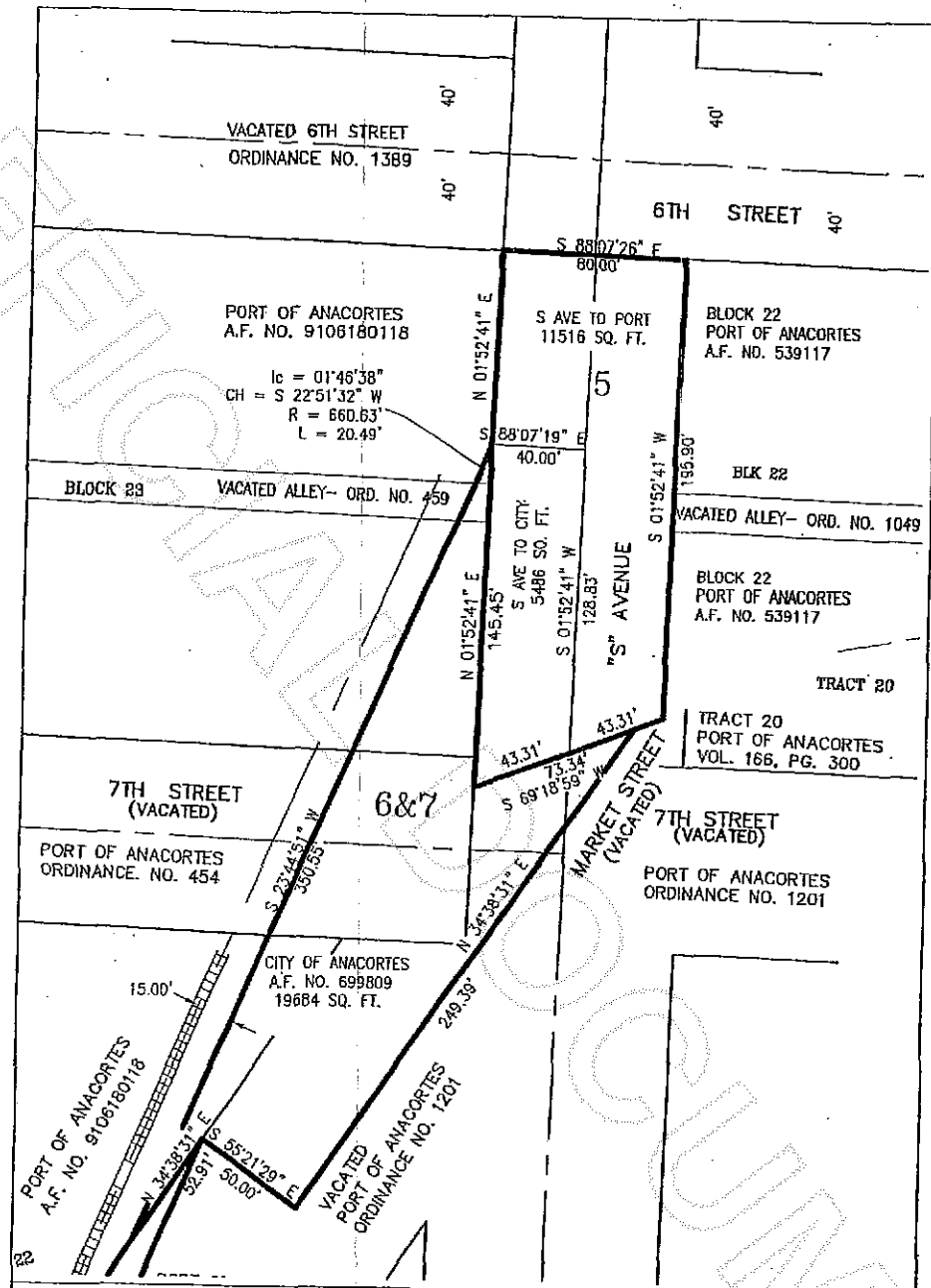
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R



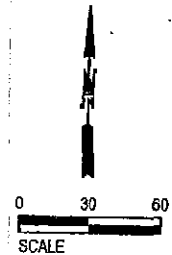
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Skagit County Auditor

1/17/2012 Page 31 of 74 12:14PM



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SHEET 4 OF 5



**Leonard, Boudinot & Skodje Inc.**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS  
603 South First Street, P.O. Box 1228  
Mount Vernon, WA 98273  
Tel: 360-338-8751 Fax: 360-338-3981



**STREET VACATION  
EXHIBIT MAP  
S AVENUE  
#5, 6, 7**

**Exhibit A**  
**#8,9**

**LEGAL DESCRIPTION OF VACATION  
OF PORTIONS OF MARKET STREET**

That portion of Market Street formerly Motor Line Avenue as shown on Plate 9. Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M, lying West of the East line of the Great Northern Railway right of way , as said right of way is referred to in that certain City of Anacortes Ordinance No. 1201 dated. November 6, 1956.

Situate in the City of Anacortes, Skagit County Washington.

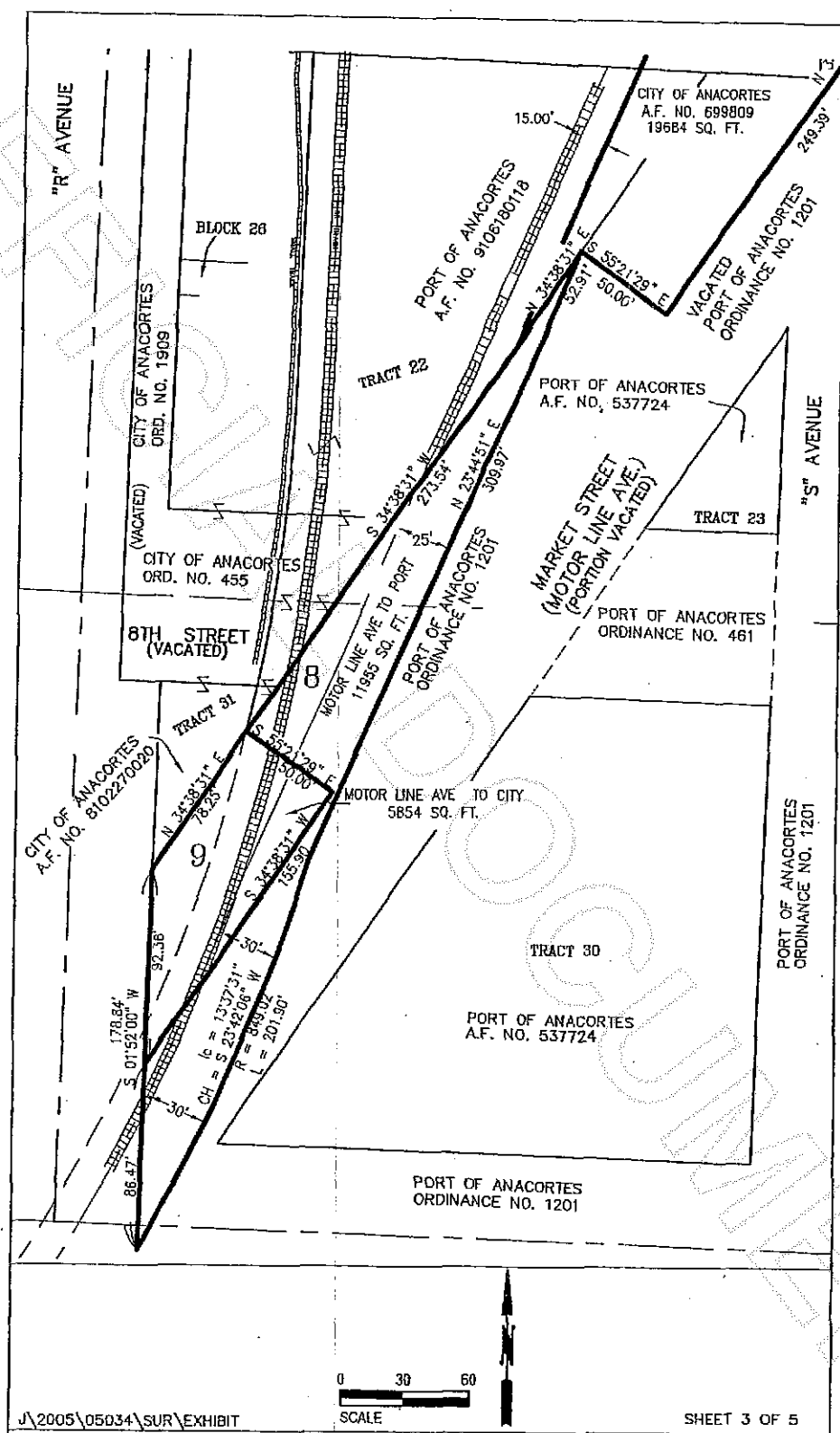


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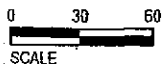
Skagit County Auditor



UNOFFICIAL DOCUMENT



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SCALE

SHEET 3 OF 5



Leonard, Boudinot & Skodje Inc.  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 603 South First Street, P.O. Box 1228  
 Mount Vernon, WA 98273  
 Tel: 360-336-5751 Fax: 360-336-3981



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**EXHIBIT E:  
LEGAL DESCRIPTION OF MARKET STREET PARCELS A, D, E, & G**

UNOFFICIAL DOCUMENT



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**PARCEL "A"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE PORT OF  
ANACORTES TO THE CITY OF ANACORTES**

October 24, 2011

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, lying Southeasterly of its centerline and Northwesterly of the following described line:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 62.98 feet to the TRUE POINT OF BEGINNING of said described line; thence North 35° 07' 41" East along said line, 40.92 feet to an angle point thereon; thence North 22° 32' 18" East along said line, 34.05 feet to the Northwesterly line of said vacated portion of Market Street and the end of said described line.

Situate in the City of Anacortes, Skagit County, Washington.



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Skagit County Auditor

**PARCEL "D"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE CITY OF  
ANACORTES TO THE PORT OF ANACORTES**

October 24, 2011

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South  $88^{\circ} 07' 09''$  East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North  $1^{\circ} 52' 07''$  East along said East right-of-way margin, 62.98 feet; thence North  $35^{\circ} 07' 41''$  East, 40.92 feet; thence North  $22^{\circ} 32' 18''$  East along said line, 34.05 feet to the centerline of said vacated portion of Market Street and the TRUE POINT OF BEGINNING; thence North  $34^{\circ} 38' 31''$  East along said centerline, 92.30 feet to the most Easterly comer of that portion of said vacated Market Street as has attached to that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State; thence North  $55^{\circ} 21' 29''$  West along the Northeasterly line of said portion, 19.79 feet; thence South  $22^{\circ} 32' 18''$  West, 94.40 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



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Skagit County Auditor

**PARCEL "E"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE PORT OF  
ANACORTES TO THE CITY OF ANACORTES**

October 24, 201

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 62.98 feet; thence North 35° 07' 41" East, 40.92 feet; thence North 22° 32' 18" East along said line, 34.05 feet to the centerline of said vacated portion of Market Street; thence North 34° 38' 31" East along said centerline, 92.30 feet to the most Easterly corner of that portion of said vacated Market Street as has attached to that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State; thence North 55° 21' 29" West along the Northeasterly line of said portion, 19.79 feet to the TRUE POINT OF BEGINNING; thence continuing North 55° 21' 29" West along said Northeasterly line, 30.21 feet to a point on the Northwestern right-of-way margin of said vacated Market Street, said point being the most Southerly corner of that certain tract of land conveyed to the Port of Anacortes by instrument dated June 3, 1991 and recorded June 18, 1991 under Auditor's File No. 9106180118, records of said County and State; thence North 34° 38' 31" East along said Northwestern right-of-way margin and along the Easterly line of said Port of Anacortes tract, 140.86 feet; thence South 22° 32' 18" West, 144.06 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



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Skagit County Auditor

**PARCEL "G"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE CITY OF  
ANACORTES TO THE PORT OF ANACORTES**

October 24, 2011

All that portion of the right-of-way of the Great Northern Railway Company in Tract 22 of "PLATE NO.9 OF TIDE AND SHORELANDS OF ANACORTES HARBOR"; also all that portion of Lots 1, 19 and 20 and vacated alley in Block 23, "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 2 of Plats, page 33, records of Skagit County, Washington. TOGETHER WITH that portion of vacated alley, 7<sup>th</sup> Street and Market Street lying Easterly of a line 15 feet Easterly of and parallel with the hereinafter described centerline of track of said railway company, all in the City of Anacortes, County of Skagit and State of Washington;

ALSO TOGETHER WITH those portions of "S" Avenue as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21 , 2011, and Ordinance No. 1201, dated November 6, 1956 that have reverted hereto upon vacation.

The said centerline of track being described as follows:

Commencing at the Southwest corner of Section 18, Township 35 North, Range 2 East, W.M.; thence Easterly along the South line of said section 800.75 feet to its intersection with said centerline of track; thence along a 7°00' curve to the right whose tangent at the point of intersection makes a Northeasterly included angle of 72°27'06", 217.33 feet; thence Northeasterly and tangent 414.83 feet; thence along a 7°00' curve to the left 165.65 feet; thence Northeasterly and tangent 698.64 feet; thence along an 8°53' curve to the left 200 feet.

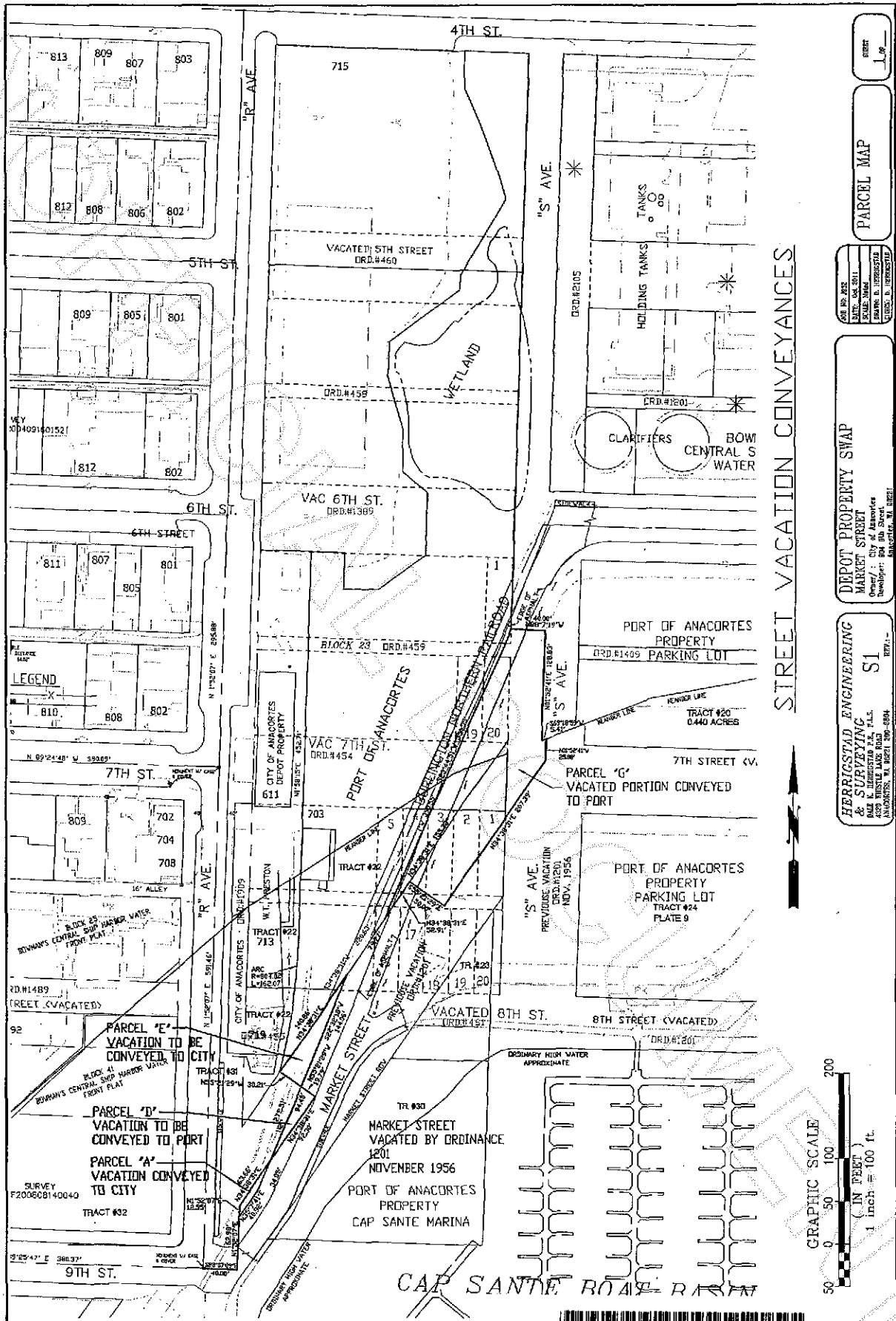
**Said parcel more particularly described as follows:**

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 167.79 feet to the Northwesterly right-of-way margin of vacated Market Street; thence North 34°38'31" East, 298.85 feet along the Northwesterly right-of-way margin of said vacated Market Street to the TRUE POINT OF BEGINNING; thence continuing North 34°38'31" East, 52.91 feet along the Northwesterly right-of-way margin of said vacated Market Street; thence South 55°21'29" East, 50.00 feet; thence North 34°38'31" East, 207.39 feet; thence North 01°52'41" West, 25.88 feet; thence South 69°18'41" West, 5.41 feet; thence North 01°52'41" East, 128.83 feet; thence North 88°07'19" East, 40.00 feet; thence South 23°44'51" West, 350.55 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



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Skagit County Auditor



STREET VACATION CONVEYANCES

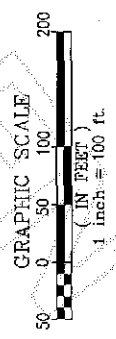
street  
Map

PARCEL MAP

DATE: 11/17/12  
 DRAWN BY: J. L. JONES  
 CHECKED BY: J. L. JONES

DEPOT PROPERTY SWAP  
 MARKET STREET  
 Owner: City of Anacortes  
 Developer: Port of Anacortes

HERRIGSTAD ENGINEERING  
 & SURVEYING  
 1015 E. JEFFERSON P.O. BOX 1115  
 ANACORTES, WA 98221-1115  
 S1  
 11/17/12



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 Skagit County Auditor

**EXHIBIT F:  
STATUTORY WARRANTY DEED –  
MARKET STREET PARCELS A & E (PORT TO CITY)**

UNOFFICIAL DOCUMENT



201201170067  
Skagit County Auditor



After Recording, Return To:

City Attorney  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221

**DOCUMENT:** STATUTORY WARRANTY DEED  
**GRANTOR:** PORT OF ANACORTES  
**GRANTEE:** CITY OF ANACORTES  
**ABBREVIATED LEGAL:** PTN OF TIDE AND SHORE LANDS OF  
A. H. IN S18, T35N, R2E (SEE ATTACHED)  
**ASSESSOR'S TAX PARCEL NOS.:** 350218-0-018-0007/P32877  
**REFERENCE NUMBER OF  
RELATED DOCUMENT:** N/A

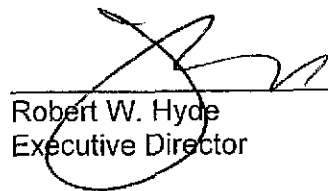
**STATUTORY WARRANTY DEED**

The Grantor, **Port of Anacortes**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, and subject to the reservations identified below, conveys and warrants to **City of Anacortes**, the real estate described in Exhibit "A" attached hereto, situated in the County of Skagit, State of Washington (the "Property").

Dated this 23<sup>rd</sup> day of November, 2011.

**GRANTOR:**

**PORT OF ANACORTES**

  
\_\_\_\_\_  
Robert W. Hyde  
Executive Director

STATUTORY WARRANTY DEED - 1

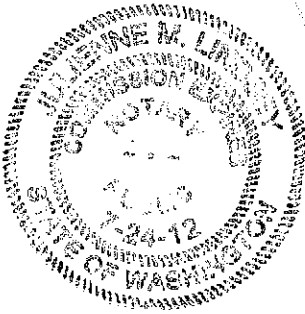


201201170067  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Robert W. Hyde** known to be the Executive Director of the **Port of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of November, 2011.



Julianne M. Lindsey  
Print Name: Julianne M. Lindsey  
NOTARY PUBLIC in and for the  
State of Washington, residing at Anacortes, WA



**PARCEL "A"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE PORT OF  
ANACORTES TO THE CITY OF ANACORTES**

October 24, 2011

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, lying Southeasterly of its centerline and Northwesterly of the following described line:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South  $88^{\circ} 07' 09''$  East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North  $1^{\circ} 52' 07''$  East along said East right-of-way margin, 62.98 feet to the TRUE POINT OF BEGINNING of said described line; thence North  $35^{\circ} 07' 41''$  East along said line, 40.92 feet to an angle point thereon; thence North  $22^{\circ} 32' 18''$  East along said line, 34.05 feet to the Northwesterly line of said vacated portion of Market Street and the end of said described line.

Situate in the City of Anacortes, Skagit County, Washington.



201201170067  
Skagit County Auditor

**PARCEL "E"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE PORT OF  
ANACORTES TO THE CITY OF ANACORTES**

October 24, 201

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 62.98 feet; thence North 35° 07' 41" East, 40.92 feet; thence North 22° 32' 18" East along said line, 34.05 feet to the centerline of said vacated portion of Market Street; thence North 34° 38' 31" East along said centerline, 92.30 feet to the most Easterly corner of that portion of said vacated Market Street as has attached to that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State; thence North 55° 21' 29" West along the Northeasterly line of said portion, 19.79 feet to the TRUE POINT OF BEGINNING; thence continuing North 55° 21' 29" West along said Northeasterly line, 30.21 feet to a point on the Northwesterly right-of-way margin of said vacated Market Street, said point being the most Southerly corner of that certain tract of land conveyed to the Port of Anacortes by instrument dated June 3, 1991 and recorded June 18, 1991 under Auditor's File No. 9106180118, records of said County and State; thence North 34° 38' 31" East along said Northwesterly right-of-way margin and along the Easterly line of said Port of Anacortes tract, 140.86 feet; thence South 22° 32' 18" West, 144.06 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



201201170067  
Skagit County Auditor

**EXHIBIT G:  
STATUTORY WARRANTY DEED –  
MARKET STREET PARCELS D & G (CITY TO PORT)**

UNOFFICIAL DOCUMENT



201201170067  
Skagit County Auditor

After Recording, Return To:

Chmelik Sitkin & Davis P.S.  
1500 Railroad Avenue  
Bellingham, WA 98225

DOCUMENT: STATUTORY WARRANTY DEED  
GRANTOR: CITY OF ANACORTES  
GRANTEE: PORT OF ANACORTES  
ABBREVIATED LEGAL: PTN OF TIDE AND SHORE LANDS OF  
A. H. IN S18, T35N, R2E (SEE ATTACHED)  
ASSESSOR'S TAX PARCEL NOS.: 3776-023-000-0008/P56862; 350218-0-018-  
0007/P32877  
REFERENCE NUMBER OF RELATED DOCUMENT: N/A

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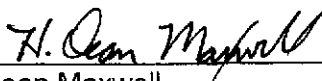
### STATUTORY WARRANTY DEED

The Grantor, **City of Anacortes**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, and subject to the reservations identified below, conveys and warrants to **Port of Anacortes**, the real estate described in Exhibit "A" attached hereto, situated in the County of Skagit, State of Washington.

Dated this 23<sup>rd</sup> day of November, 2011.

GRANTOR:

CITY OF ANACORTES

  
\_\_\_\_\_  
Dean Maxwell  
Mayor

STATUTORY WARRANTY DEED - 1

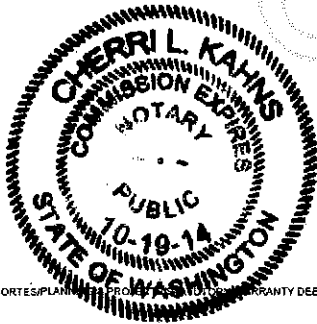


201201170067  
Skagit County Auditor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Dean Maxwell** known to be the Mayor of the **City of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 20<sup>th</sup> day of November, 2011.



Cherril L. Kahns  
Print Name: Cherril L. Kahns  
NOTARY PUBLIC in and for the  
State of Washington, residing at mount vermon

PORT OF ANACORTES PLANNING AND DEVELOPMENT DEPARTMENT STATUTORY WARRANTY DEED, PARCELS D & G, 06-17-10

**PARCEL "D"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF  
VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE CITY OF  
ANACORTES TO THE PORT OF ANACORTES**

October 24, 2011

That portion of Market Street, formerly Motor Line Avenue, as vacated by that certain City of Anacortes Ordinance No. 2863 dated November 21, 2011, and as shown on Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 62.98 feet; thence North 35° 07' 41" East, 40.92 feet; thence North 22° 32' 18" East along said line, 34.05 feet to the centerline of said vacated portion of Market Street and the TRUE POINT OF BEGINNING; thence North 34° 38' 31" East along said centerline, 92.30 feet to the most Easterly comer of that portion of said vacated Market Street as has attached to that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State; thence North 55° 21' 29" West along the Northeasterly line of said portion, 19.79 feet; thence South 22° 32' 18" West, 94.40 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



201201170067

Skagit County Auditor



**PARCEL "G"**

**LEGAL DESCRIPTION FOR THE PORT OF ANACORTES OF A PORTION OF VACATED MOTOR LINE AVENUE TO BE CONVEYED FROM THE CITY OF ANACORTES TO THE PORT OF ANACORTES**

October 24, 2011

All that portion of the right-of-way of the Great Northern Railway Company in Tract 22 of "PLATE NO.9 OF TIDE AND SHORELANDS OF ANACORTES HARBOR"; also all that portion of Lots 1, 19 and 20 and vacated alley in Block 23, "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 2 of Plats, page 33, records of Skagit County, Washington. TOGETHER WITH that portion of vacated alley, 7<sup>th</sup> Street and Market Street lying Easterly of a line 15 feet Easterly of and parallel with the hereinafter described centerline of track of said railway company, all in the City of Anacortes, County of Skagit and State of Washington;

ALSO TOGETHER WITH those portions of "S" Avenue as vacated by that certain City of Anacortes Ordinance No. XXXX dated November XX, 2011, and Ordinance No. 1201, dated November 6, 1956 that have reverted hereto upon vacation.

The said centerline of track being described as follows:

Commencing at the Southwest corner of Section 18, Township 35 North, Range 2 East, W.M.; thence Easterly along the South line of said section 800.75 feet to its intersection with said centerline of track; thence along a 7°00' curve to the right whose tangent at the point of intersection makes a Northeasterly included angle of 72°27'06", 217.33 feet; thence Northeasterly and tangent 414.83 feet; thence along a 7°00' curve to the left 165.65 feet; thence Northeasterly and tangent 698.64 feet; thence along an 8°53' curve to the left 200 feet.

**Said parcel more particularly described as follows:**

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9; thence South 88° 07' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue; thence North 1° 52' 07" East along said East right-of-way margin, 167.79 feet to the Northwesterly right-of-way margin of vacated Market Street; thence North 34°38'31" East, 298.85 feet along the Northwesterly right-of-way margin of said vacated Market Street to the TRUE POINT OF BEGINNING; thence continuing North 34°38'31" East, 52.91 feet along the Northwesterly right-of-way margin of said vacated Market Street; thence South 55°21'29" East, 50.00 feet; thence North 34°38'31" East, 207.39 feet; thence North 01°52'41" West, 25.88 feet; thence South 69°18'41" West, 5.41 feet; thence North 01°52'41" East, 128.83 feet; thence North 88°07'19" West, 40.00 feet; thence South 23°44'51" West, 350.55 feet to the TRUE POINT OF BEGINNING.

Situate in the City of Anacortes, Skagit County, Washington.



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Skagit County Auditor

**EXHIBIT H:  
LEGAL DESCRIPTION OF DEPOT PROPERTY**

UNOFFICIAL DOCUMENT



201201170067

Skagit County Auditor

**DEPOT PROPERTY**

**LEGAL DESCRIPTION**

October 11, 2011

All those portions of Blocks 7 and 10, together with the vacated alleys and vacated 5th Street within said Blocks 7 and 10; of vacated 6th Street lying between R and S Avenues; of Blocks 23 and 26, together with the vacated alley and vacated 7th Street adjacent to and adjoining said Blocks 23 and 26, all as shown on "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington; of Tracts 22 and 31, Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, together with vacated 8th Street adjacent to and adjoining said Tracts 22 and 31, being more particularly described as follows:

Commencing at the Northwest corner of said Block 23 as said point is shown on that certain Record of Survey recorded in Book 7 of Surveys at page 164 under Auditor's File No. 9511140044, records of said County and State, said point being also the Northwest corner of that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State;

**thence** South 88° 07' 26" East along the North line of said City of Anacortes tract, 59.75 feet to its Northeast corner and the **TRUE POINT OF BEGINNING**;

**thence** continuing South 88° 07' 26" East along the South line of said vacated 6th Street and along the South line of that certain tract of land shown on said Record of Survey recorded under Auditor's File No. 9511140044, 40.15 feet;

**thence** South 0° 59' 20" West, 42.46 feet;

**thence** South 88° 49' 04" East, 41.74 feet;

**thence** North 54° 41' 55" East, 69.43 feet to the Southeast corner of said tract of land shown on Record of Survey recorded under Auditor's File No. 9511140044;



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Skagit County Auditor

**thence** North 1° 55' 20" East along the East line of said tract of land, 74.20 feet to an angle point thereon;  
**thence** North 51° 36' 49" West, continuing along the East line of said tract of land, 38.71 feet to an angle point thereon;  
**thence** North 0° 32' 57" East, continuing along the East line of said tract of land, 50.49 feet to an angle point thereon;  
**thence** North 16° 24' 08" West, continuing along the East line of said tract of land, 64.74 feet to an angle point thereon;  
**thence** North 4° 25' 44" East, continuing along the East line of said tract of land, 39.59 feet to an angle point thereon;  
**thence** North 53° 43' 16" East, continuing along the East line of said tract of land, 103.11 feet to an angle point thereon;  
**thence** North 1° 20' 56" East, continuing along the East line of said tract of land, 16.31 feet;  
**thence** North 30° 22' 14" East, 103.97 feet to a point on a curve to the left, the center of which bears South 74° 02' 15" West and is 949.66 feet distant;  
**thence** Northerly along said curve to the left through a central angle of 8° 19' 17", an arc distance of 137.92 feet to the East line of said tract of land shown on Record of Survey recorded under Auditor's File No. 9511140044;  
**thence** North 1° 20' 56" East along the East line of said tract of land, 43.40 feet to its Northeast corner and the North line of that certain tract of land conveyed to the Port of Anacortes by instrument dated June 3, 1991 and recorded June 18, 1991 under Auditor's File No. 9106180118, records of said County and State;  
**thence** South 88° 06' 29" East along the North line of said Port of Anacortes tract, 74.45 feet to the Northeast corner thereof;  
**thence** South 1° 52' 41" West along the East line of said Port of Anacortes tract, 674.95 feet to a point lying on a curve to the right, the center of which bears North 68° 01' 47" West and is 660.63 feet distant;  
**thence** Southerly, continuing along said East line and along said curve to the right through a central angle of 1° 46' 38", an arc distance of 20.49 feet to the end of said curve;  
**thence** South 23° 44' 51" West, continuing along the East line of said Port of Anacortes tract, 350.55 feet to an angle point thereon;  
**thence** South 34° 38' 31" West, continuing along the East line of said Port of Anacortes tract, 220.63 feet to the most Southerly corner thereof, said point lying on the East line

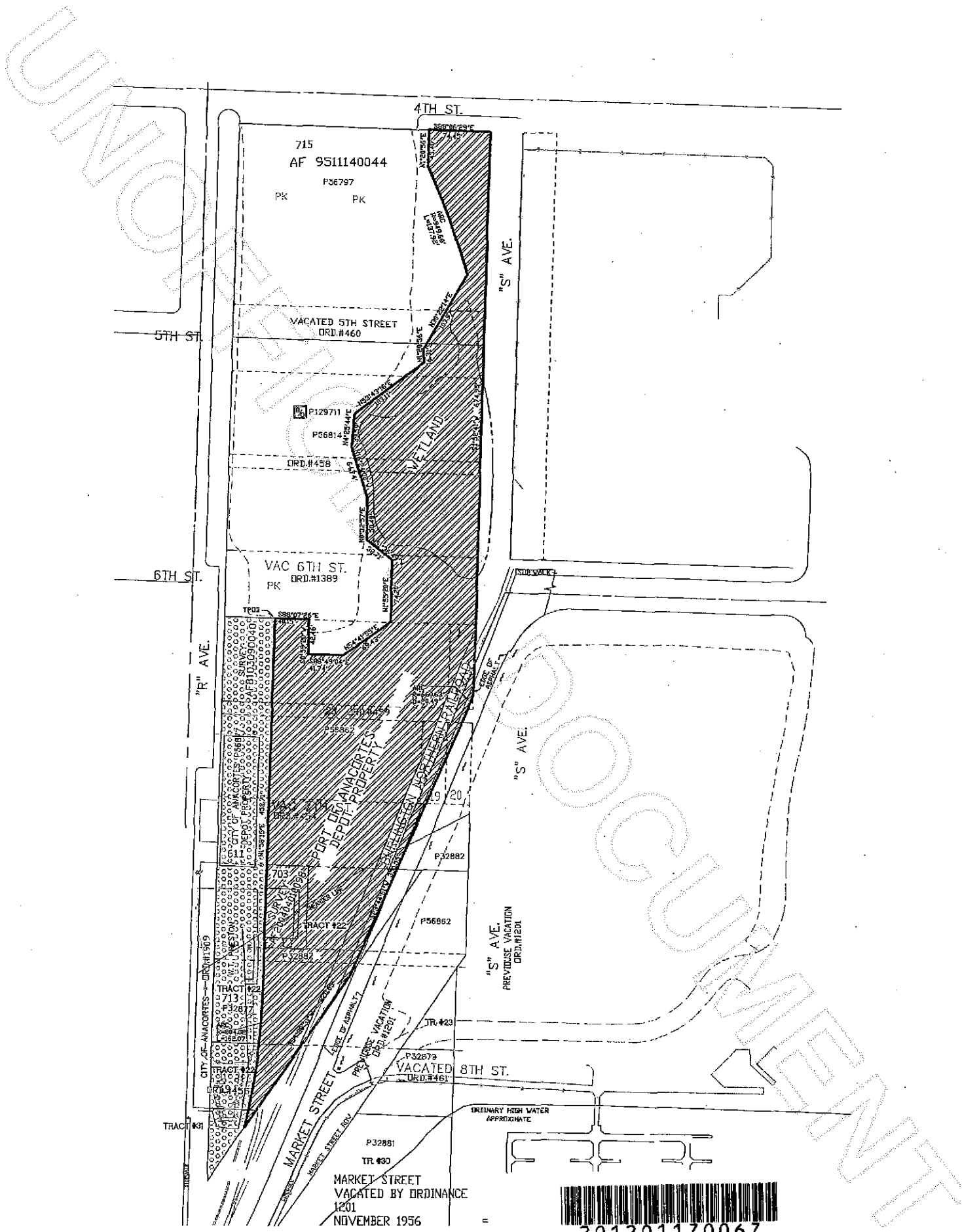


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Skagit County Auditor

of said City of Anacortes tract, said point lying on a curve to the left, the center of which bears North 76° 28' 46" West and is 804.02 feet distant;  
**thence** Northerly along said East line and along a curve to the left through a central angle of 11°32' 59", an arc distance of 162.07 feet to the end of said curve;  
thence North 10°58' 15" East, continuing along said East line of said City of Anacortes tract, 452.71 feet to the **TRUE POINT OF BEGINNING**;  
Situate in the City of Anacortes, Skagit County, Washington.



201201170067  
Skagit County Auditor



201201170067  
Skagit County Auditor

**EXHIBIT I:  
STATUTORY WARRANTY DEED –  
DEPOT PROPERTY (PORT TO CITY)**



201201170067  
Skagit County Auditor

UNOFFICIAL DOCUMENT

After Recording, Return To:

City Attorney  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221

<b>DOCUMENT:</b>	<b>STATUTORY WARRANTY DEED</b>
<b>GRANTOR:</b>	<b>PORT OF ANACORTES</b>
<b>GRANTEE:</b>	<b>CITY OF ANACORTES</b>
<b>ABBREVIATED LEGAL:</b>	<b>PTN OF TIDE AND SHORE LANDS OF A. H. IN S18, T35N, R2E (SEE ATTACHED)</b>
<b>ASSESSOR'S TAX PARCEL NO.:</b>	<b>3776-007-000-0001/P56797; 3776-010-000- 0005/P56814; 3776-023-000-0008/P56862; 350218-0-022-0001/P32282</b>
<b>REFERENCE NUMBER OF RELATED DOCUMENT:</b>	<b>N/A</b>

### STATUTORY WARRANTY DEED

The Grantor, **Port of Anacortes**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, and subject to the reservations identified below, conveys and warrants to **City of Anacortes**, the real estate described in Exhibit "A" attached hereto, situated in the County of Skagit, State of Washington (the "Property").

The Grantor and Grantee agree, as additional consideration for this transaction, that the Property shall be governed by the following restrictions, covenants and reservations in the Property:

1. The Port is retaining the ownership of the property immediately west of the Depot Property along "R" Avenue (the "Port's Retained Depot Parcel"). In the context of the use of the Port's Retained Depot Parcel, in conjunction with other Port adjacent property which is used for marine industrial activities, the Port reserves any rights to reasonably operate these marine industrial activities. The City acknowledges that the operations currently functioning on the Port's Retained Depot Parcel and the Port adjacent property are within the limits of the current zoning.



201201170067  
Skagit County Auditor

STATUTORY WARRANTY DEED - 1



2. The Grantor reserves the right to construct and maintain (including the right to remove trees as may be necessary) a right of way connecting the east and west sides of 6<sup>th</sup> Street across and through the Property.
3. The Grantor reserves a storm water easement from the Ports Retained Depot Property eastward towards and including the wetlands on the Property.

It is understood and agreed that the delivery of this deed is hereby tendered, and that the terms and obligations hereunder shall be run with the land and binding upon the Grantee and Grantee's successor's in title to the Property.

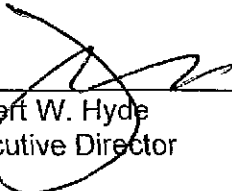
Dated this 23<sup>rd</sup> day of November, 2011.

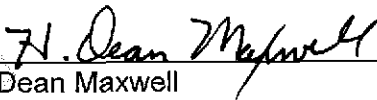
**GRANTOR:**

**GRANTEE:**

**PORT OF ANACORTES**

**CITY OF ANACORTES**

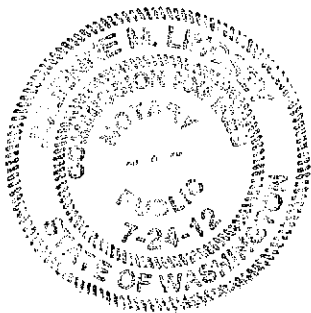
  
 \_\_\_\_\_  
 Robert W. Hyde  
 Executive Director

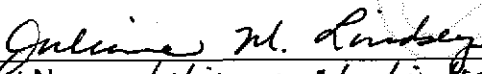
  
 \_\_\_\_\_  
 Dean Maxwell  
 Mayor

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF SKAGIT )

On this day personally appeared before me **Robert W. Hyde** known to be the Executive Director of the **Port of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of November, 2011.



  
 \_\_\_\_\_  
 Print Name: Julienne M. Lindsey  
 NOTARY PUBLIC in and for the  
 State of Washington, residing at Anacortes, WA



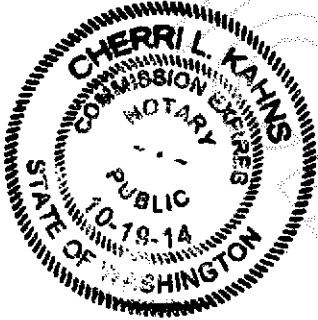
201201170067  
 Skagit County Auditor

1/17/2012 Page 57 of 74 12:14PM

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Dean Maxwell** known to be the Mayor of the **City of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of November, 2011.



Cherril Kahns  
Print Name: Cherril Kahns  
NOTARY PUBLIC in and for the  
State of Washington, residing at Mount Vernon

PORT OF ANACORTES/PLANNING & PROJECTS/DEPOT PROPERTY TRANSFER/STATUTORY WARRANTY DEED\_DEPOT PROPERTY\_06-17-10



201201170067  
Skagit County Auditor

1/17/2012 Page 58 of 74 12:14PM

## DEPOT PROPERTY

### LEGAL DESCRIPTION FOR THE PORT OF ANACORTES

October 11, 2011

All those portions of Blocks 7 and 10, together with the vacated alleys and vacated 5th Street within said Blocks 7 and 10; of vacated 6th Street lying between R and S Avenues; of Blocks 23 and 26, together with the vacated alley and vacated 7th Street adjacent to and adjoining said Blocks 23 and 26, all as shown on "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington; of Tracts 22 and 31, Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, together with vacated 8th Street adjacent to and adjoining said Tracts 22 and 31, being more particularly described as follows:

Commencing at the Northwest corner of said Block 23 as said point is shown on that certain Record of Survey recorded in Book 7 of Surveys at page 164 under Auditor's File No.

9511140044, records of said County and State, said point being also the Northwest corner of that certain tract of land conveyed to the City of Anacortes by instrument dated January 27, 1981 and recorded February 27, 1981 under Auditor's File No. 8102270020, records of said County and State, as said tract is shown on that certain Record of Survey recorded under Auditor's File No. 8103090040, records of said County and State,

**thence** South  $88^{\circ} 07' 26''$  East along the North line of said City of Anacortes tract, 59.75 feet to its Northeast corner and the **TRUE POINT OF BEGINNING**;

**thence** continuing South  $88^{\circ} 07' 26''$  East along the South line of said vacated 6th Street and along the South line of that certain tract of land shown on said Record of Survey recorded under Auditor's File No. 9511140044, 40.15 feet;

**thence** South  $0^{\circ} 59' 20''$  West, 42.46 feet;

**thence** South  $88^{\circ} 49' 04''$  East, 41.74 feet;

**thence** North  $54^{\circ} 41' 55''$  East, 69.43 feet to the Southeast corner of said tract of land shown on Record of Survey recorded under Auditor's File No. 9511140044;

**thence** North  $1^{\circ} 55' 20''$  East along the East line of said tract of land, 74.20 feet to an angle point thereon;

**thence** North  $51^{\circ} 36' 49''$  West, continuing along the East line of said tract of land, 38.71 feet to an angle point thereon;

**thence** North  $0^{\circ} 32' 57''$  East, continuing along the East line of said tract of land, 50.49 feet to an angle point thereon;

**thence** North  $16^{\circ} 24' 08''$  West, continuing along the East line of said tract of land, 64.74 feet to an angle point thereon;

**thence** North  $4^{\circ} 25' 44''$  East, continuing along the East line of said tract of land, 39.59 feet to an angle point thereon;

**thence** North  $53^{\circ} 43' 16''$  East, continuing along the East line of said tract of land, 103.11 feet to an angle point thereon;

**thence** North  $1^{\circ} 20' 56''$  East, continuing along the East line of said tract of land, 16.31 feet;

**thence** North  $30^{\circ} 22' 14''$  East, 103.97 feet to a point on a curve to the left, the center of which bears South  $74^{\circ} 02' 15''$  West and is 949.66 feet distant;



**thence** Northerly along said curve to the left through a central angle of  $8^{\circ} 19' 17''$ , an arc distance of 137.92 feet to the East line of said tract of land shown on Record of Survey recorded under Auditor's File No. 9511140044;

**thence** North  $1^{\circ} 20' 56''$  East along the East line of said tract of land, 43.40 feet to its Northeast corner and the North line of that certain tract of land conveyed to the Port of Anacortes by instrument dated June 3, 1991 and recorded June 18, 1991 under Auditor's File No. 9106180118, records of said County and State;

**thence** South  $88^{\circ} 06' 29''$  East along the North line of said Port of Anacortes tract, 74.45 feet to the Northeast corner thereof;

**thence** South  $1^{\circ} 52' 41''$  West along the East line of said Port of Anacortes tract, 674.95 feet to a point lying on a curve to the right, the center of which bears North  $68^{\circ} 01' 47''$  West and is 660.63 feet distant;

**thence** Southerly, continuing along said East line and along said curve to the right through a central angle of  $1^{\circ} 46' 38''$ , an arc distance of 20.49 feet to the end of said curve;

**thence** South  $23^{\circ} 44' 51''$  West, continuing along the East line of said Port of Anacortes tract, 350.55 feet to an angle point thereon;

**thence** South  $34^{\circ} 38' 31''$  West, continuing along the East line of said Port of Anacortes tract, 220.63 feet to the most Southerly corner thereof, said point lying on the East line of said City of Anacortes tract, said point lying on a curve to the left, the center of which bears North  $76^{\circ} 28' 46''$  West and is 804.02 feet distant;

**thence** Northerly along said East line and along a curve to the left through a central angle of  $11^{\circ} 32' 59''$ , an arc distance of 162.07 feet to the end of said curve;

thence North  $1^{\circ} 58' 15''$  East, continuing along said East line of said City of Anacortes tract, 452.71 feet to the **TRUE POINT OF BEGINNING**;

Situate in the City of Anacortes, Skagit County, Washington.



201201170067

Skagit County Auditor

**EXHIBIT J:  
RIGHT OF WAY AGREEMENT OVER MARKET STREET**

UNOFFICIAL DOCUMENT



201201170067  
Skagit County Auditor

After Recording, Return To:

City Attorney  
City of Anacortes  
P.O. Box 547  
Anacortes, WA 98221

**DOCUMENT:** RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT  
**GRANTOR:** PORT OF ANACORTES  
**GRANTEE:** CITY OF ANACORTES  
**ABBREVIATED LEGAL:** PTN OF TIDE AND SHORE LANDS OF  
A. H. IN S18, T35N, R2E (SEE ATTACHED)  
**ASSESSOR'S TAX PARCEL NOS.:** 3776-023-000-0008/P56862; 350218-0-018-0007/  
P32877; 350218-0-018-0007/P32877  
**REFERENCE NUMBER OF  
RELATED DOCUMENT:** N/A

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### RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT

COME NOW, the Grantor, the **Port of Anacortes** (hereinafter the "Port"), and the Grantee, the **City of Anacortes** (hereinafter the "City"), enter into this RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT (the "Agreement") subject to the following terms and conditions:

1. EASEMENT

The Port, as partial consideration for the City's vacation of certain City streets by City Ordinance 2862 dated November 21, 2011 and City Ordinance 2863 dated November 21, 2011 and the conveyance of certain real property from the City to the Port pursuant to that certain Interlocal Agreement between the City and the Port dated November 21, 2011 and recorded as Skagit County Auditor File No. \_\_\_\_\_ on \_\_\_\_\_, conveys, subject to the covenants set forth herein, to the City the easement described in Exhibit "A" attached hereto and incorporated herein by this reference, situated in the Skagit County, Washington (the "Easement") for purposes of a public right of way.

RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT - 1



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2. MAINTENANCE

The City shall be solely responsible for the maintenance, repair and upkeep of the road way on the Easement area.

3. OBLIGATIONS RUN WITH THE LAND

The rights and obligations contained in this Agreement shall be perpetual in duration, shall constitute covenants running with the land, and shall be binding on the undersigned and all successors, assignees, devisees, or transferees of the parties and shall, in all respects, and attach to the property legally described in this Agreement.

4. SEVERABILITY

Should any provision of this Agreement be found to be void or otherwise unenforceable, all other provisions shall remain enforceable and binding.

5. GOVERNING LAW

This Agreement shall be construed under the laws of the state of Washington.


6. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, either by course of dealing or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties.

Dated this 28<sup>th</sup> day of November, ~~2010~~ 2011

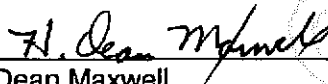
**GRANTOR:**

**PORT OF ANACORTES**

  
\_\_\_\_\_  
Robert W. Hyde  
Executive Director

**GRANTEE:**

**CITY OF ANACORTES**

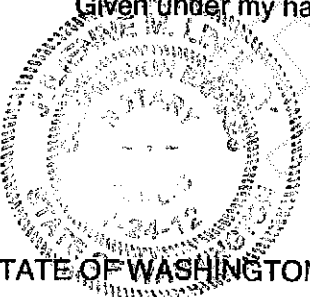
  
\_\_\_\_\_  
Dean Maxwell  
Mayor



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Robert W. Hyde** known to be the Executive Director of the **Port of Anacortes** and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of November, ~~2010~~  
2011

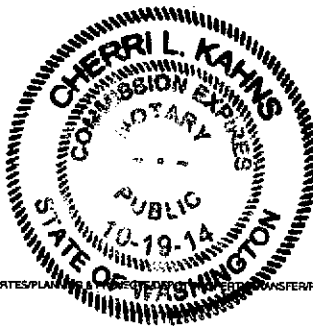


Julie M. Lindsey  
Print Name: Julie M. Lindsey  
NOTARY PUBLIC in and for the  
State of Washington, residing at Anacortes, WA

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this day personally appeared before me **Dean Maxwell** known to be the **Mayor** of the City of Anacortes and on oath verified that he was authorized to execute this document on behalf of the municipal corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 28<sup>th</sup> day of November, ~~2010~~  
2011



Cheri Kahns  
Print Name: Cheri L. Kahns  
NOTARY PUBLIC in and for the  
State of Washington, residing at Mount Vernon

PORT OF ANACORTES/PLANNING AND DEVELOPMENT DEPARTMENT/RIGHT OF WAY AGREEMENT\_06-17-10

RIGHT OF WAY AND ROAD  
MAINTENANCE AGREEMENT - 3



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**MARKET STREET Right of Way  
LEGAL DESCRIPTION**

All those portions of Block 23, together with the vacated alley and vacated 7<sup>th</sup> Street and S Avenue abutting said Block 23, as shown on "BOWMAN'S CENTRAL SHIP HARBOR WATER FRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON", recorded in Volume 2 of Plats at page 33, records of Skagit County, Washington; of Tracts 22 and 30, Plate 9, Tide and Shore Lands of Anacortes Harbor in Section 18, Township 35 North, Range 2 East, W.M., according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, together with vacated 7th and 8th Streets abutting and within said Tracts 22 and 31; and of vacated Market Street, also known as Motor Line Avenue, being more particularly described as follows:

Commencing at the intersection of the centerlines of 9th Street and R Avenue as shown on said Plate 9;

**thence** South 88° 01' 09" East along the Easterly extension of the centerline of said 9th Street, 40.00 feet to the East right-of-way margin of said R Avenue and the **TRUE POINT OF BEGINNING**;

**thence** North 1° 52' 07" East along said East right-of-way margin, 62.98 feet;

**thence** North 35° 01' 41" East, 40.92 feet;

**thence** North 22° 32' 18" East, 785.74 feet to the Westerly right-of-way margin of said vacated "S" Avenue;

**thence** North 1° 52' 41" East along said West right-of-way margin, 14.99 feet to the South right-of-way margin of 6th Street;

**thence** South 88° 01' 26" East along said South right-of-way margin, 69.78 feet;

**thence** South 22° 32' 18" West, 831.02 feet;

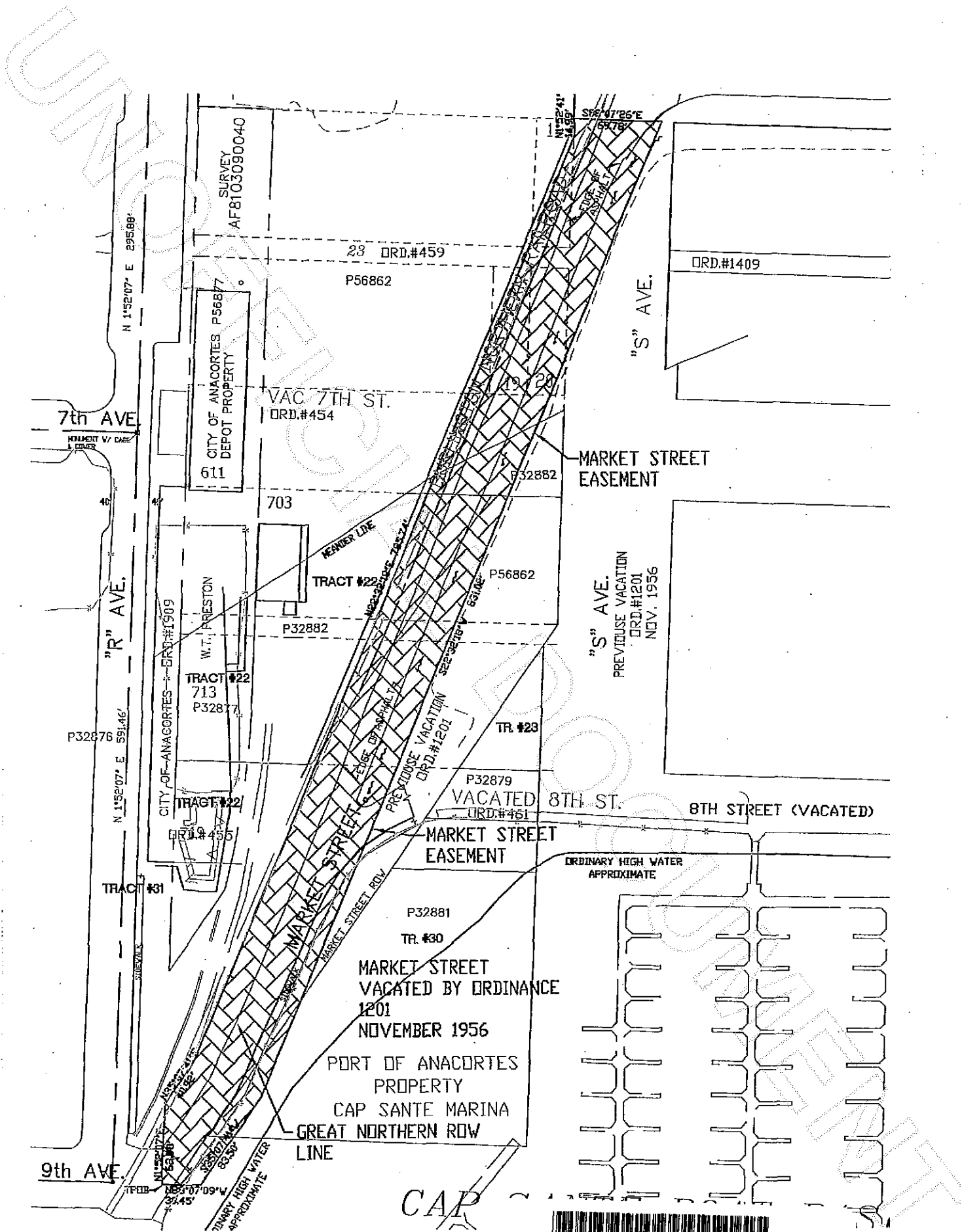
**thence** South 35° 01' 41" West, 83.50 feet to said Easterly extension of the centerline of 9th Street;

**thence** North 88° 01' 09" West along said Easterly extension, 30.45 feet to the **TRUE POINT OF BEGINNING**.

Situate in the City of Anacortes, Skagit County, Washington.



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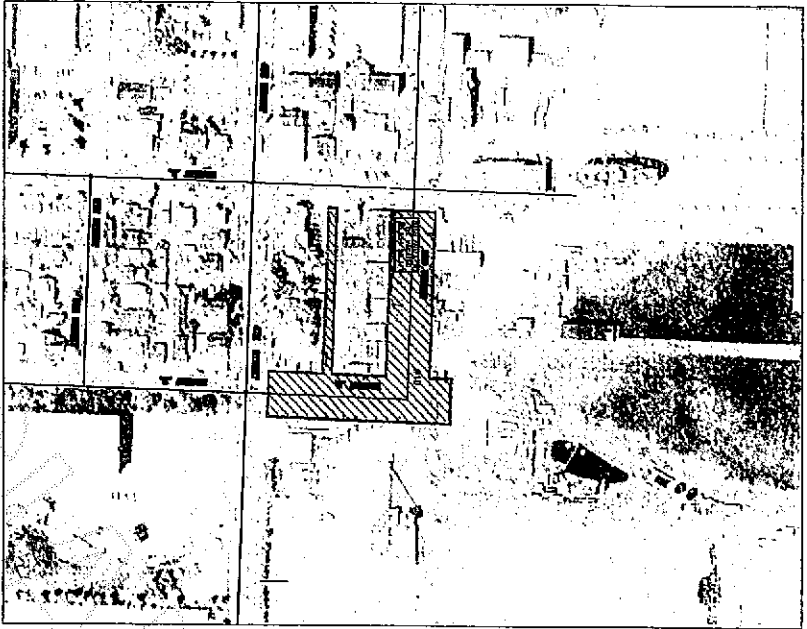
**MAP 1  
PROPOSED STREET VACATIONS (PARCELS 5, 6, 7, 8, 9, & 10)**



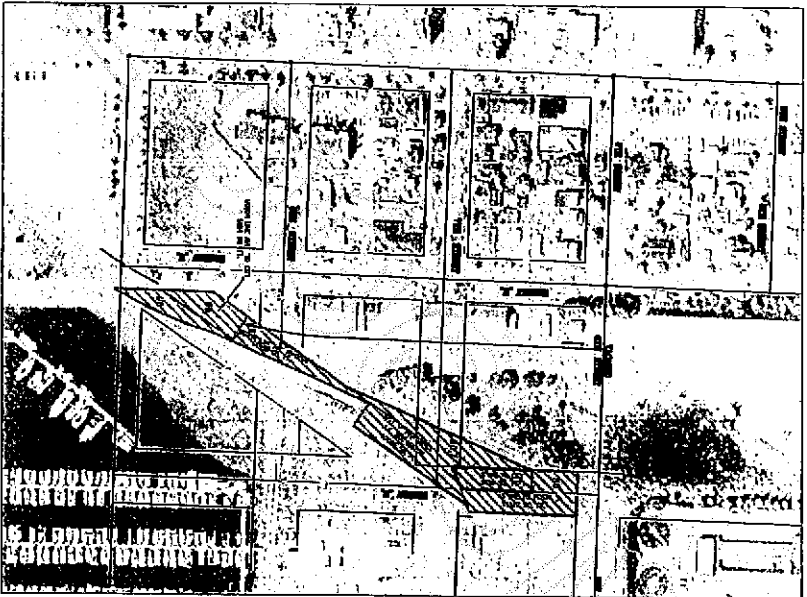
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UNAPPROVED



PARCEL #10  
AREA OF 3RD STREET AND R AVENUE TO BE VACATED = 55,854 SQ. FT.



PARCELS #5, 6 & 7, 8, 9  
AREA TO BE VACATED = 54,495 SQ. FT.



VICINITY MAP

**LEGEND**  
 PROPOSED STREET VACATIONS

TOTAL AREA TO BE VACATED=110,349 SQ. FT.



**Leonard, Boudinot & Skodje Inc.**  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 603 South First Street, P.O. Box 1228  
 Mount Vernon, WA 98273  
 Tel: 360-538-5751 Fax: 360-538-3861

NO.	DATE	BY	REVISION



PROPOSED STREET VACATIONS.

EXHIBIT MAP #1

PHOTO BACKGROUND COURTESY SHAWMUT LABORATORIES FOR VISUAL REFERENCE ONLY.

DATE	JOB	PROJECT NO.
10/18/08	1-1007	06078
CHIEF	SCALE	
1/10/08	1"=100'	
SHEET NO.		
<b>1 of 4</b>		

06078



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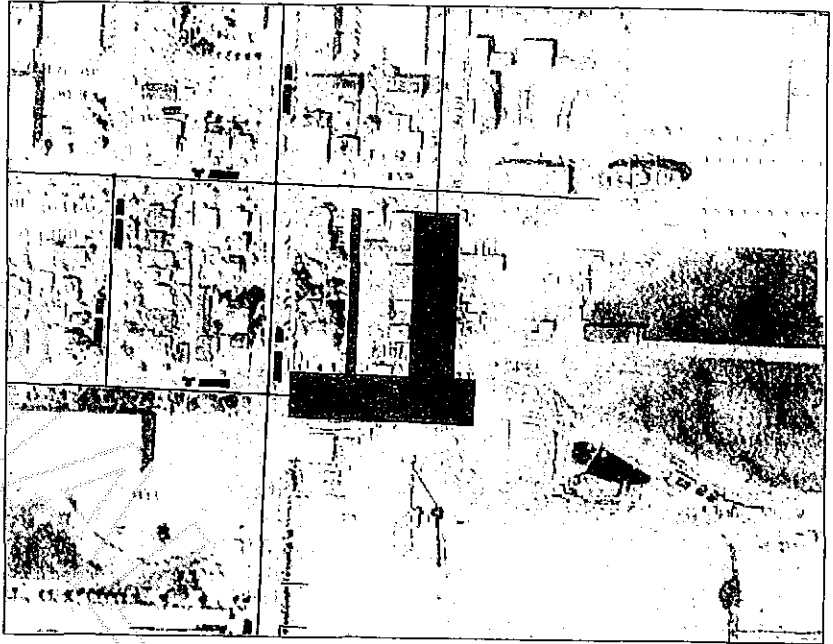
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**MAP 2  
OWNERSHIP AFTER STREET VACATIONS**

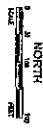
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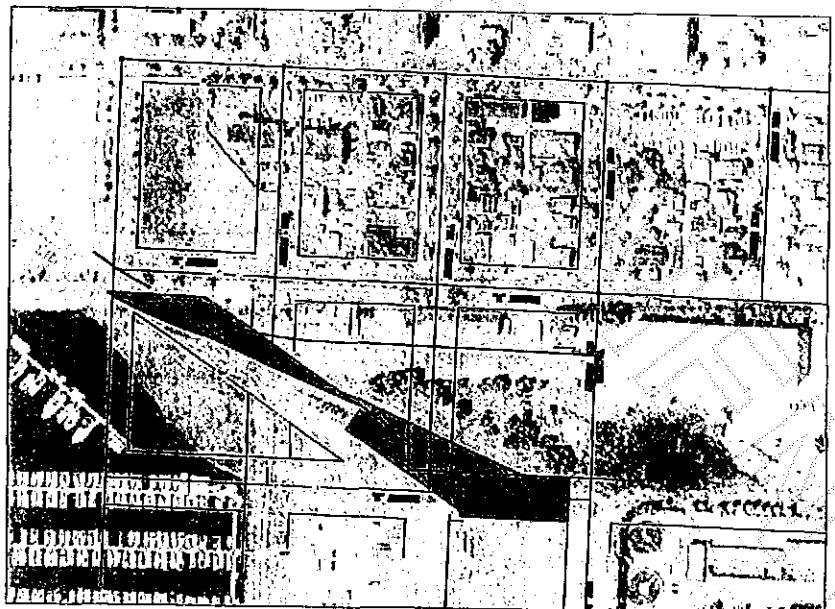


AREA OF 300. STREET AND R AVENUE WANTED TO PORT = 56,654 SQ. FT.




**LEGEND**

- WANTED TO PORT
- WANTED TO CITY



AREA WANTED TO PORT = 23,471 SQ. FT.  
 AREA WANTED TO CITY = 31,024 SQ. FT.  
 100% AREA WANTED, MARGIE ST. WANTED = 54,498 SQ. FT.



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 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 803 South First Street, P.O. Box 1228  
 Mount Vernon, WA 98273  
 Tel: 360-338-8751 Fax: 360-338-3991

NO.	DATE	BY	REVISION



**OWNERSHIP AFTER STREET VACATIONS**  
 EXHIBIT MAP #2  
 PHOTO COURTESY OF THE WASHINGTON STATE DEPARTMENT OF REVENUE, LAND AND WATER SERVICES DIV.

DATE	10/7/08	PROJECT NO.	08078
SCALE	1"=100'		
DRAWN BY	JAS		
CHECKED BY	JAS		
SHEET NO.	2 of 4		

06078



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**MAP 3  
MARKET STREET PARCELS TO BE EXCHANGED**

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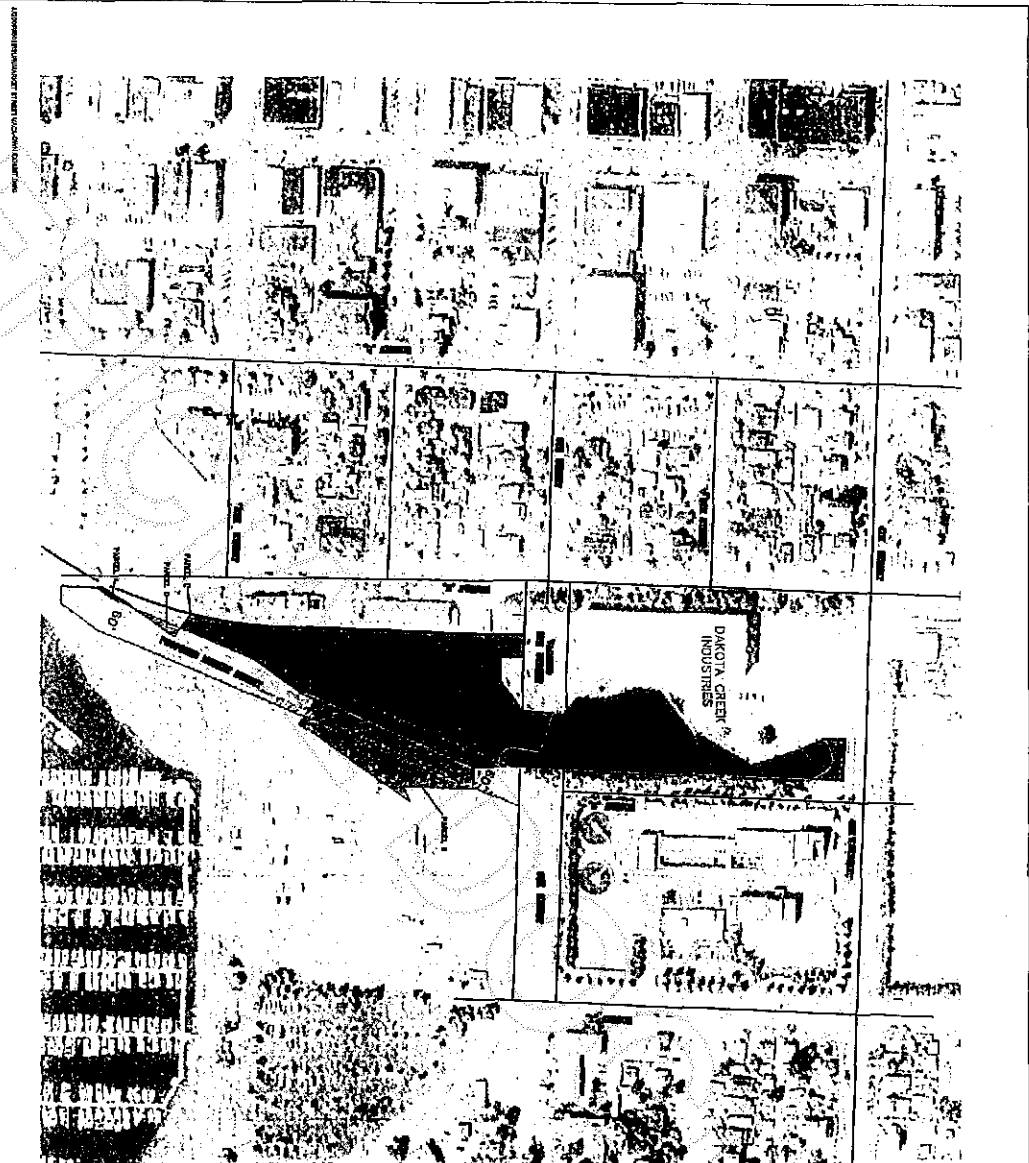
**Leonard, Boudinot & Skodje Inc.**  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 403 South First Street, P.O. Box 1226  
 Mount Vernon, WA 98273  
 Tel: 360-338-5721 Fax: 360-338-3851

NO.	DATE	BY	REVISION



**PAY FEES TO BE EXCHANGED - MARKET STREET VIC.**  
 EXHIBIT MAP #3  
 PHOTO BACKGROUND OF MARKET STREET VIC FOR VISUAL APPRECIATION.

NO.	DATE	BY	REVISION



**AREA TABLE**

STREET VACATIONS	TO PORT (SQ. FT.)	TO CITY (SQ. FT.)
3RD ST AND "R" AVE	53,654	31,024
MARKET ST. VICINITY	23,427	31,024
	75,123	
<b>PROPERTY EXCHANGES</b>	<b>(SQ. FT.)</b>	<b>(SQ. FT.)</b>
AREA OF PROPOSED 60' ROW	-2,127	+2,127
AREA OF DEPOT PROPERTY	+913	-913
INSIDE WETLAND BUFFER	+25,169	+25,169
	+23,588	+115,418
<b>TOTAL</b>	<b>102,713</b>	<b>146,442</b>

AREA OF PROPOSED 60' ROW 53,679 SQ. FT.  
 AREA OF DEPOT PROPERTY 49,612 SQ. FT.  
 INSIDE WETLAND BUFFER

**NOTE:**  
 EXCLUDED INFORMATION PROVIDED BY THE CITY OF MOUNTAIN VIEW

**LEGEND**

- 60' ROW RIGHT-OF-WAY
- WETLAND BUFFER
- MARKET STREET VIC.
- AREA FROM DEPOT TO CITY



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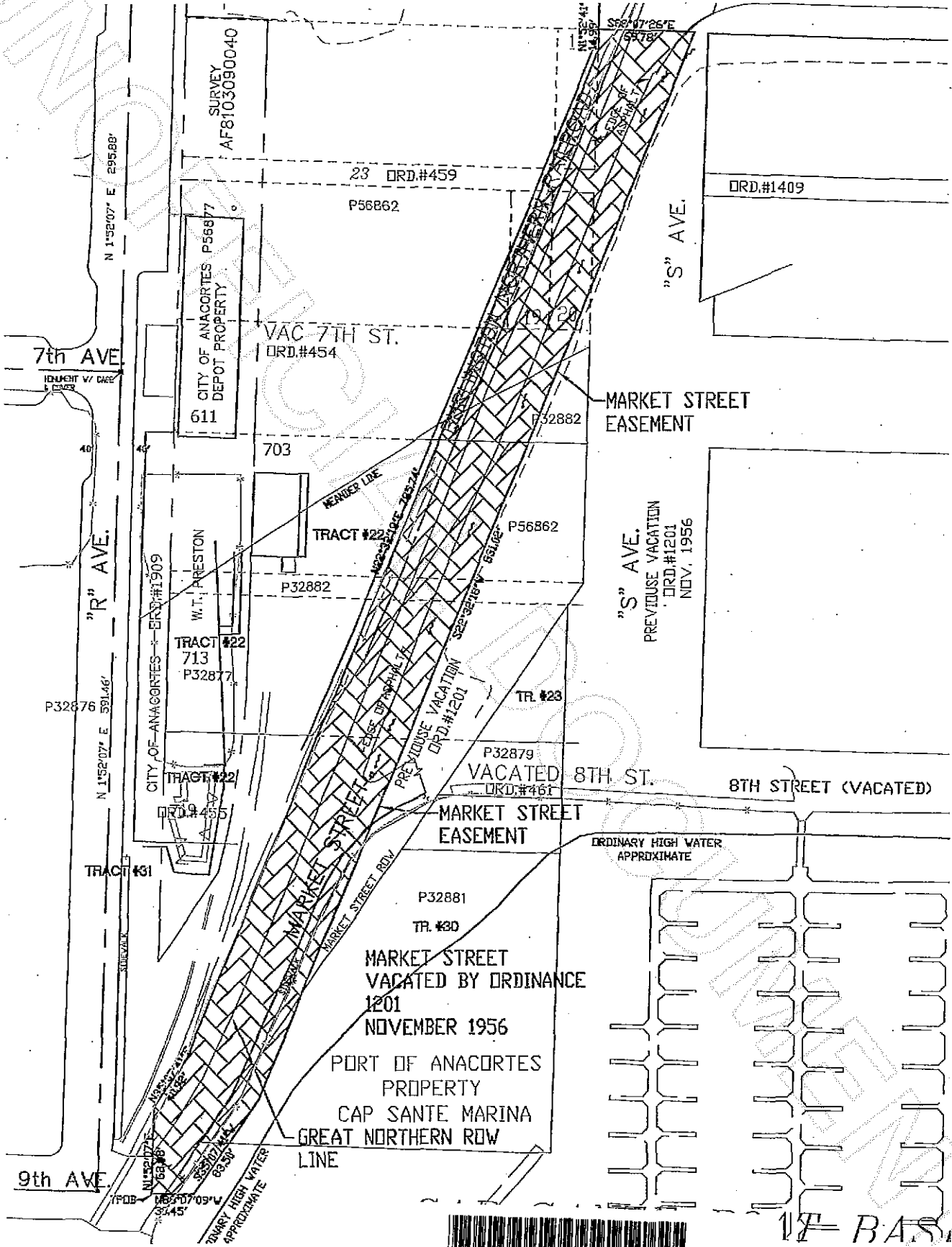


**MAP 4  
MARKET STREET RIGHT OF WAY**

UNOFFICIAL DOCUMENT



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MARKET STREET  
 VACATED BY ORDINANCE  
 1201  
 NOVEMBER 1956  
 PORT OF ANACORTES  
 PROPERTY  
 CAP SANTE MARINA  
 GREAT NORTHERN ROW  
 LINE



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V.F. B.A.S.