



MASTER LAND USE APPLICATION FORM

FILE NUMBER: _____

① PROPERTY WHERE PROJECT IS PROPOSED

ADDRESS:	520 S. Main St.	PARCEL NUMBER(S):	P52024
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② PROPERTY OWNER INFORMATION

NAME:	CCMV LLC		
ADDRESS:	3901 Airport Way	CITY	Bellingham
		STATE	WA
		ZIP	98226
TELEPHONE:	CELL: 360-410-7751	EMAIL:	mark@districtbrewco.com

③ APPLICANT INFORMATION

NAME:	Michael E Smith FAIA		
ADDRESS:	218 Highland Drive	CITY	Bellingham
		STATE	WA
		ZIP	98225
TELEPHONE:	CELL: 360-220-1089	EMAIL:	mike@mikesmith-architect.com

④ CONTACT PERSON

SELECT THE ONE PERSON THE CITY WILL CONTACT FOR ANYTHING RELATED TO THIS PERMIT APPLICANT PROPERTY OWNER CONTRACTOR OTHER (LIST BELOW)

NAME:			
ADDRESS:		CITY	
		STATE	
		ZIP	
TELEPHONE:	CELL:	EMAIL:	

⑤ OTHER INFORMATION

BRIEF PROJECT DESCRIPTION:	Old movie house restored to a new brewery and restaurant.		
EXISTING ZONING DESIGNATION:	C1-a	REQUESTING A REZONE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
EXISTING COMPREHENSIVE PLAN DESIGNATION:	DT - Downtown Retail	REQUESTING A COMPREHENSIVE PLAN AMENDMENT?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SITE AREA (IN SQUARE FEET & ACRES):	5,626 Square feet 0.129 Acres		

IS THE PROPERTY LOCATED IN A FLOOD ZONE?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NOTE: If yes, a Flood Area Development Permit may be required.
ARE THERE SLOPES IN EXCESS OF 15% ON OR ABUTTING THE SITE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NOTE: If yes, make sure these areas are clearly shown on the plans being submitted and provide a geotechnical report.
ARE THERE CRITICAL AREAS OR BUFFERS ON OR ABUTTING THE PROJECT SITE?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NOTE: If yes, a copy of the critical areas report(s) must be submitted with this application. In addition, the critical area and its associated buffer must be clearly shown on the plans being submitted.
WILL MORE THAN 2-ACRES BE CLEARED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NOTE: If yes, a Land Clearing Permit must be submitted.
WILL MORE THAN 5,000 BOARD FEET OF TIMBER BE HARVESTED?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NOTE: If yes, a Land Clearing Permit must be submitted.
ARE YOU CONSTRUCTING STORMWATER FACILITIES?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ADDITIONAL INFORMATION NEEDED: If yes, list the DOE Manual used to design facility:
ARE YOU WORKING WITHIN AN EXISTING CITY RIGHT-OF-WAY?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NOTE: If yes, a Right-of-Way Permit must be submitted.
HAS A PRE-APPLICATION MEETING BEEN HELD THAT INCLUDES THIS PROJECT?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NOTE: If no, you may be required to schedule this meeting. ADDITIONAL INFORMATION NEEDED: If yes, provide it's City File Number: PL18-092
IS THIS PROJECT SUBJECT TO THE SEPA PROCESS?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	NOTE: If yes, a SEPA Checklist and its associated materials must be submitted. ADDITIONAL INFORMATION NEEDED: If yes, provide it's City File Number: PL18-092

6 ACKNOWLEDGEMENTS & SIGNATURE

Read and initial each of the following statements prior to signing this application:

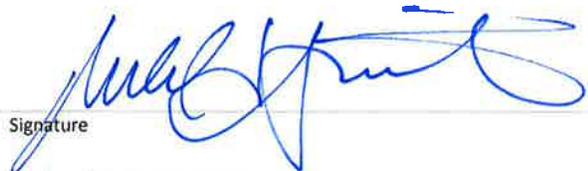
	I understand that land use and/or planning permits do not authorize earth disturbing activities, the removal of vegetation, or the construction of buildings. I understand that additional permits will be required after my land use and/or planning permitting process is completed. I understand that no earth disturbing activities (including the removal vegetation) may take place until after my land use and/or planning process is complete, and only after I have received additional permits such as Fill & Grade, Building Utility, or Right-of-Way permit(s).
	I understand that if critical areas (wetlands, streams, steep slopes, et cetera) are found on or near my property I am not authorized to impact these areas in any way and will be required to leave an undisturbed buffer area around the critical area. I also understand that depending upon the size and scope of my project that I may be required to enhance a critical area buffer.
	I understand that depending upon the size and scope of my project, I may be required to provide maintenance and/or performance bonds for items such as landscaping, critical areas, public roads and/or public utilities that I construct or install.
	I understand that I am solely responsible for providing complete and accurate information to the City. I understand that if my application is missing information or if inaccurate materials are submitted, my permits will be delayed. I understand that depending on how inaccurate and how incomplete my application is or becomes, the Development Services Department could require an entirely new application be submitted. I understand that when and if conditions change from that which my application originally represented, I am responsible for letting the City staff person assigned to my project know.
	I understand that I am applying for permits from the City of Mount Vernon only; and that additional permits from other Federal and State agencies could be required. I understand that the City of Mount Vernon cannot advise me of permits that are required from other agencies, and that I must contact these agencies to make sure I comply with their requirements. These agencies include (but are in no way limited to): Corps of Engineers, Department of Natural Resources, Department of Ecology, and Northwest Clean Air Agency.
	I understand that I may be required to properly and timely post a pink land use sign on my property during land use and/or planning permitting process. I understand that I am responsible for making sure that this sign continues to be posted on my property until my land use and/or planning process is completed; and I understand that I am responsible for removing and disposing of this sign once my land use process is completed.
	I understand that I will be responsible for paying consultants that the City may deem necessary to review certain aspects of my application. I understand that these consultant reviews could include special inspections, traffic concurrency, critical area, landscaping, et cetera.

By affixing my signature hereto, I certify that I am the owner, or am acting as the Owner's authorized agent, and that the application and documents contained with this submittal are complete and accurate to the best of my knowledge and abilities. If your title report lists a company, partnership or other owners you must submit evidence that you are authorized to sign on behalf of the entity or others that are listed.

If you are an authorized representative you must submit an AGENT AUTHORIZATION FORM.

Please attach additional signature sheets if there is more than one owner.

Under penalty of perjury I swear that all information provided is true and correct.

Signature 

Date 11/9/18

Michael E Smith FAIA
Printed Name

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Michael Smith is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Applicant to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of November, 2018




Notary Public

Residing at Ferndale, WA

My appointment expires 10-1-2021



AGENT AUTHORIZATION FORM

Use this form to authorize someone other than the property owner to apply for permits for the subject property.

Project Name: Movie House Brewery

Property Address: 520 S. Main St.

City, State, Zip: Mount Vernon, Washington 98273

AUTHORIZATION STATEMENT

I/we, as the owners of the property identified above, authorize the below listed individual to act as our agent to submit applications, receive correspondence regarding the above-listed application, and sign to receive notices on my/our behalf.

DESIGNATED AGENT

Agent Name: Michael E Smith FAIA

Agent Address: 218 Highland Drive

Agent City, State, Zip: Bellingham, WA 98225

PROPERTY OWNER SIGNATURE(S)**

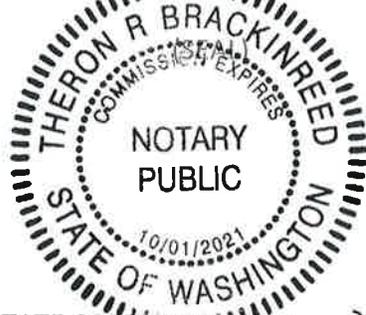
Signature: <u>Mark E Shintaffer</u>	Signature: <u>MEMBER</u>
Printed Name: <u>Mark Shintaffer</u>	Printed Name: _____
Title: <u>MEMBER</u>	Title: _____
Company: <u>CCMV LLC</u>	Company: _____
Date: <u>11-9-18</u>	Date: _____

**Each property owner listed above must have their signature notarized

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Mark Shintaffer is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the owner to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9 day of November, 2018



Theron R Brackin
Notary Public
Residing at Ferndale, WA
My appointment expires 10-01-2021

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____

(SEAL)

Notary Public
Residing at _____
My appointment expires _____

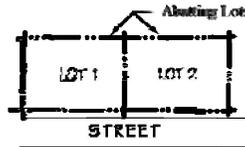
AFFIDAVIT FOR MAILING LABELS

PROJECT NAME: Old Movie House Brewery Project File No. PL 18-091

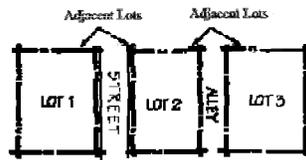
The attached is a list of property of owners within (check one) 100', 300', 500', or those that are adjacent and abutting of the subject site. Below is a summary of the required notification distances per the Mount Vernon Municipal Code. The Community & Economic Development Department will notify these individuals of the proposed development.

- For administrative conditional use permits notice shall be mailed to adjacent and abutting property owners. The code definitions for adjacent and abutting follow.

"Abutting" means to have boundaries that touch. When two parcels have a street or alley that runs between the two parcels, the two parcels are not abutting.



"Adjacent" means lots located across a public street, railroad, or right-of-way.



- For Planned Unit Developments, notice shall be mailed to property owners within 500 feet of the project.
- For Special Use Permits for Accessory Dwelling Units (ADU) or variances not exceeding 20% of the zoning requirements, notice shall be mailed to all property owners within 100 feet of the property.
- For all other applications, including annexations and short plats, notice to all owners located within the boundaries of a project and within 300 feet of the boundary of the development permit. If the applicant owns property abutting or adjacent to the boundary of the development permit, notice shall be sent to the owners of real property within 300 feet of any portion of the boundaries of abutting or adjacent properties owned by the applicant.

Applicant Certification

I, Michael E. Smith, hereby certify that the above list(s) of
(print name)

property owners and their addresses were obtained from:

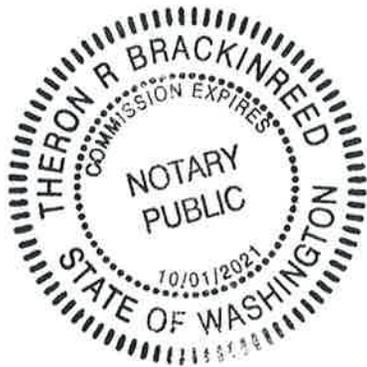
- the Skagit County Assessor Records (no other source is acceptable).

Signed [Signature] Date: 11/9/18
(Applicant or Authorized Agent)

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this, the 9 day of November, 2018 before me personally appeared Michael Smith known to me to be the same person whose name is subscribed to the within instrument and acknowledged that he/she voluntarily executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public in and for the State of
Washington residing at: Ferndale, WA
My Appointment Expires: 10-1-2021

Old Movie House Brewery - List of Surrounding Property Owners

Owner Name	OwnerAddr	OwnerCityNm	OwnerSta	OwnerZIP	ParcelId	ParcelIdRel
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26639	340419-0-289-0007
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26642	340419-0-292-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26650	340419-0-302-0000
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P51994	3700-001-002-0003
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P51995	3700-001-003-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52011	3700-003-014-0005
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52012	3700-004-003-0006
Cobalt Investment Group II LLC	3525 Colby Ave Ste 333	Everett	WA	98201	P52013	3700-004-004-0005
Sharon Minor	9701 Samish Island Road	Bow	WA	98232	P52014	3700-004-004-0104
Donald & Judith Kesselring	PO Box 1375	Mount Vernon	WA	98273	P52019	3700-004-009-0000
Michael Tario	119 N Commercial Ste 1000	Bellingham	WA	98225	P52020	3700-004-010-0007
Jbk415 LLC	1030 East College Way	Mount Vernon	WA	98273	P52021	3700-004-010-0106
Steve Broman	23172 Lanyard Ln	Mount Vernon	WA	98274	P52022	3700-004-011-0006
Bruce & Nancy Springer	512 Main St	Mount Vernon	WA	98273	P52023	3700-005-002-0004
Mnj Consulting LLC	21058 Estate Dr	Mount Vernon	WA	98274	P52025	3700-005-003-0003
Bruce & Nancy Springer	512 Main Street	Mount Vernon	WA	98273	P52026	3700-005-004-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52027	3700-005-004-0101
Dolly Armstrong	410 W Gates St	Mount Vernon	WA	98273	P52028	3700-005-004-0200
Robert & Nancy Lee Moon	PO Box 234	Lakewood	WA	98259	P52029	3700-005-005-0001
Redwood Investments LLC	1501 12th St Unit C	Anacortes	WA	98221	P52030	3700-005-005-0100
Igen17 LLC	802 SE Everett Mall Way Ste A	Everett	WA	98208	P52031	3700-005-006-0000
Rick Leonard	2410 Byron St	Berkeley	CA	94702	P52032	3700-005-007-0009
Riverclay Studio LLC	PO Box 1946	Mount Vernon	WA	98273	P52033	3700-005-007-0108
Alma Investments LLC	5850 Buttram Ln	Anacortes	WA	98221	P52034	3700-005-008-0008
Legacy Properties Of & Mount Vernon LLC	PO Box 2452	Mount Vernon	WA	98273	P52035	3700-005-008-0107
Treasurers Fund LLC	516 S 1st St	Mount Vernon	WA	98273	P52036	3700-006-001-0102
514 On 1st LLC	27821 36th Ave NW	Stanwood	WA	98292	P52037	3700-006-002-0002
Christian Carlson	504 S 1st St	Mount Vernon	WA	98273	P52038	3700-006-004-0000
Bruce & Nancy Springer	512 Main Street	Mount Vernon	WA	98273	P52039	3700-006-004-0109
Trinity Skagit LLC	308 W Gates St	Mount Vernon	WA	98273	P52041	3700-006-005-0108
Christian Carlson	504 S 1st St	Mount Vernon	WA	98273	P52042	3700-006-006-0008
Housing Authority Of Skagit Co	1650 Port Dr	Burlington	WA	98233	P52043	3700-006-007-0007
Myong Cha Kim	16520 43rd Ave W	Lynnwood	WA	98037	P52044	3700-006-008-0006

Owner Name	OwnerAddr	OwnerCityNm	OwnerSta	OwnerZIP	ParcelId	ParcelIdRel
Us Bank Of Wa	2800 East Lake St	Minneapolis	MN	55406	P52045	3700-007-001-0001
Us Bank Of Wa	2800 East Lake St	Minneapolis	MN	55406	P52046	3700-007-001-0100
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52150	3700-027-900-0001
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52151	3700-027-900-0100
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52152	3700-027-900-0209
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52155	3700-029-001-0005
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52156	3700-029-001-0104
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52157	3700-029-002-0004
Emar Investments LLC	1243 S 10th St	Mount Vernon	WA	98274	P52159	3700-029-003-0011
Housing Authority Of Skagit Co	1650 Port Dr	Burlington	WA	98233	P52160	3700-029-004-0002
Chad Moen	PO Box 3037	Anacortes	WA	98221	P52161	3700-029-004-0101
Vto Investments LLC	601 S Second St	Mount Vernon	WA	98273	P52162	3700-029-006-0000
Herbert Goldston	4465 Samish Point Rd	Bow	WA	98232	P52163	3700-029-007-0009
Shadulie LLC	601 S First St	Mount Vernon	WA	98273	P52170	3701-001-002-0002
1929 LLC	1219 Quentin Ave	Mount Vernon	WA	98273	P52171	3701-001-003-0001
Eric Stalcup	4300 E Division St	Mount Vernon	WA	98274	P52172	3701-001-003-0100
Peggy Jo Randall	229 Indralaya Rd	Eastsound	WA	98245	P52173	3701-001-004-0000
Mv 1st St LLC	PO Box 619	Sedro Woolley	WA	98284	P52174	3701-001-005-0009
W & N Building LLC	407 Pine St	Mount Vernon	WA	98273	P52175	3701-001-007-0007
Jenny Creek Property Mgmt LLC	415 Pine St	Mount Vernon	WA	98273	P52176	3701-001-009-0005
Pkc Investments LLC	416 Myrtle St	Mount Vernon	WA	98273	P52180	3701-001-011-0001
Jenny Creek Prop Mgmt LLC	PO Box 2816	Mount Vernon	WA	98273	P52181	3701-001-012-0000
Matthew Halliday	1121 S 6th St	Mount Vernon	WA	98273	P52182	3701-001-012-0109
John & Wilma Kamb	702 Main St	Mount Vernon	WA	98273	P52183	3701-002-005-0007
K And A Downtown Apartments LLC	PO Box 236	La Conner	WA	98257	P52185	3701-002-005-0205

PERMIT NUMBER:

① PROPERTY WHERE WORK IS OCCURRING

ADDRESS: 520 S. Main St. PARCEL NUMBER(S): P52024

② PROPERTY OWNER INFORMATION

NAME: CCMV LLC
 ADDRESS: 3901 Airport Way CITY Bellingham STATE WA ZIP 98226
 TELEPHONE: CELL: 360-410-7751 EMAIL: mark@districtbrewco.com

③ CONTRACTOR INFORMATION

ALL CONTRACTORS & SUBCONTRACTORS MUST HAVE A VALID STATE AND CITY BUSINESS LICENSE PRIOR TO DOING WORK IN THE CITY.

NAME: Fisher Construction Group
 CONTRACTOR'S BUSINESS LICENSES: State License Number: FISHECG853C3 City License Number: #600170606
 Expiration Date: 2/20/19 Expiration Date: 7/31/19
 ADDRESS: 625 Fisher Lane Burlington WA 98233
 CITY STATE ZIP
 TELEPHONE: CELL: 360-757-4094 EMAIL: jjm@fishercgi.com

④ OTHER INFORMATION

PROJECT DESCRIPTION: Old movie house remodeled into a new brewery and restaurant
 TYPE OF PROJECT: Commercial Structure Residential Structure Accessory Structure (non-habitable)
 Floodway Encroachment Addition/Renovation/Remodel (less than 50% market value of existing structure)
 Other, Explain: Remodel that is over 50% market value of existing structure
 FIRM DESIGNATION: MINIMUM FLOOD ELEVATION:
 ELEVATION OF BENCHMARK: WAS THE SEPA PROCESS COMPLETED FOR THIS STRUCTURE? YES NO

⑤ ACKNOWLEDGEMENT & SIGNATURE

I hereby declare that I am either the owner of the property listed on this application or the owner of this property has authorized me to be their representative to act for them. I also declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained herein, and the information submitted with this application form, is in all respects true, correct, and complete to the best of my knowledge and belief.


 Signature

11-15-18
 Date

Michael E Smith FAIA
 Printed Name



HISTORIC AND CULTURAL PRESERVATION AND THE SEPA PROCESS

BACKGROUND: Beginning in 2012 the Washington State Department of Ecology was directed by the Legislature to update their SEPA rules (Chapter 197-11 WAC). Among the updates that were adopted were changes to the Historic and Cultural Preservation section of the SEPA checklist.

Following is a side-by-side comparison of the questions found in a SEPA checklist under Part 2, question number 13, with regard to Historic and Cultural Preservation.

<u>OLD LANGUAGE</u> (PRE-2013/14)	<u>NEW LANGUAGE</u>
13. Historic and cultural preservation	13. Historic and cultural preservation
A. Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.	a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.
B. Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.	b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation. This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
C. Proposed measures to reduce or control impacts, if any:	c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
	d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

EXPLANATION: SEPA rules require that decisions made during environmental review be based on sufficient information. Threshold determinations must be "based upon information reasonably sufficient to evaluate the environmental impact of a proposal (WAC 197-11-335). The Department of Archeology and Historic Preservation (DAHP), local historic preservation organizations and Tribal governments provide technical expertise and may issue formal opinions to local governments and other state agencies regarding impacts from proposals.

Historic and cultural preservation review is similar to critical area review in that an applicant is required to complete reconnaissance level study to determine if more evaluation is necessary.

Unlike Critical Areas, there are reconnaissance options for cultural resources that do not require hiring a professional. An applicant has the option of completing a form called the EZ-1 form to the tribes and DAHP to get their "quick" review to determine whether or not a cultural resources survey or some alternative will be required for a project.

The City recognizes that the DAHP review does take time and so there is always the alternative of getting a historic and cultural reconnaissance done by a qualified professional; however, this work would be an additional expense born by an applicant.

MINIMUM REQUIREMENTS: Following is a list of actions to enable an applicant (that is not trained in cultural resources regulations and review requirements) to submit a SEPA checklist that contains the necessary information that will allow the City to proceed with the SEPA process.

1. Complete a DAHP EZ-1 form and then email the form to DAHP per the instructions and the tribes – please be aware of the timing associated with DAHP responding to you.

Navigate to DAHP’s website at: www.dahp.wa.gov. Once on their site search for ‘EZ Forms’ and then follow their direction to download an EZ-1 Form.

2. The City does route SEPA Checklists to the tribes as well as many other Agencies; and as such the City suggests notifying the Tribes as early as possible in case they have concerns that might result in needing the full blown cultural resource survey. Applicants are encouraged to send a copy of the DAHP EZ-1 form to the tribes in Skagit County.

Skagit River Systems Cooperative: thyatt@skagitcoop.org
Swinomish: jpeters@swinomish.nsn.us; ttrebon@swinomish.nsn.us
Upper Skagit: sschuyler@UPPERSKAGIT.com
Samish: jferry@samishtribe.nsn.us
Sauk-Suiattle: njoseph@sauk-suiattle.com

Resources for Tribal Contacts include, but are not limited to, the following:

- [DAHP Tribal Contact List for THPO's and Cultural Resource Staff](#)
- [Federally Recognized Tribes of Washington State Map](#)
- [Governor's Office of Indian Affairs Tribal Contact Directory](#)
- Local and National [Heritage Organizations](#)

3. Use the WISSARD on the DAHP web site – type in the address for the project and then check for historic properties in the area. If anything pops up print the map and the reports for whatever pops up and attach it as an attachment to the SEPA Checklist.

Navigate to DAHP’s website at: www.dahp.wa.gov. Once on their site search for ‘Wizzard’ and then follow their direction to use their mapping system.

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background

1. Name of proposed project, if applicable:

District Brewing

2. Name of applicant:

Michael E. Smith, FAIA

3. Address and phone number of applicant and contact person:

Michael E. Smith

218 Highland Drive

Bellingham, WA 98225

(360) 220-1089

mike@mikesmith-architect.com

4. Date checklist prepared:

October 16th, 2018

5. Agency requesting checklist:

City of Mount Vernon

6. Proposed timing or schedule (including phasing, if applicable):

2018-2019

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

A Geotechnical Report was prepared

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

None known

10. List any government approvals or permits that will be needed for your proposal, if known.

· **City of Mount Vernon**

- **Site Plan Approval**
- **Commercial & Multi-Family Building Permit**
- **Floodplain Development Permit, Flood Elevation Certificate**
- **Shoreline Permits**
- **Plumbing & Mechanical Permits**
- **Parking Code Compliance**
- **Concurrency Form for Traffic**

- **Commercial Sewer Connection Application**
- **Fire Flow Statement**
- **Review by Skagit County Health Department**
- **Washington State Department of Ecology**
 - **Construction Stormwater General Permit**
 - **Joint Aquatic Resources Permit Application (JARPA)**
- **Washington State Department of Labor and Industries**
 - **Electrical Permit**
- **ADA Compliance**

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

- **Renovate and remodel “The Old Movie House,” (currently housing an antiques business) into a brewery/restaurant, including seismic upgrades**
- **Site is approximately 8,441 SF**
- **Majority of work will be completed inside the existing building with the exception of roof upgrades, some siding upgrades, and possibly an awning**

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

520 S Main St, Mount Vernon
S19 T34N R4E
48° 25' 08.70" N
122° 20' 19.71" W
Architectural and Structural drawings were prepared

B. Environmental Elements

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)?

~5%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Fill, sand, silt, peat

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None known

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Very minimal excavation required to update and maintain existing utilities

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

No, excavation will take place within the structure

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

100% of the site is impervious

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Not applicable, no significant earth impacts

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Typical emissions related to commercial construction/remodeling

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

None known

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not applicable, no significant impacts

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Skagit River (year-round)

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Yes, project site is within 200 ft of the Skagit River

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

Yes

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable, no waste material to be discharged into the ground

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Project design and construction will adhere to stormwater BMPs as outlined in the Washington State Department of Ecology Storm Water Management Manual for Western Washington (SWMMWW) and City of MV Storm Manual

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

The majority of construction work will take place inside the structure, thus preventing waste materials from entering stormwater runoff

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

No

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Adherence to SWMMWW BMPs and City of MV Storm Manual

4. Plants

a. Check the types of vegetation found on the site:

- deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 Orchards, vineyards or other permanent crops.
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 water plants: water lily, eelgrass, milfoil, other
 other types of vegetation

b. What kind and amount of vegetation will be removed or altered?

None

c. List threatened, and endangered species known to be on or near the site.

Not Applicable, no plants on site

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

None

- e. List all noxious weeds and invasive species known to be on or near the site.

Not Applicable, no plants on site

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Fish listed below in part "c" of this section are known to migrate along the Skagit River

- b. List any threatened and endangered species known to be on or near the site.

Bull Trout, Chinook, Steelhead

- c. Is the site part of a migration route? If so, explain.

Chinook, Kokanee, Cutthroat, Pink Salmon, Rainbow Trout, Chum, and Steelhead migrate along the Skagit River

- d. Proposed measures to preserve or enhance wildlife, if any:

Adherence to SWMMWW BMPs and City of MV Storm Manual will preserve water quality in the Skagit River

- e. List any invasive animal species known to be on or near the site.

None known

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric (power), natural gas (heating), possible gas burning pizza oven for services provided

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Appliances will be updated to current, more efficient standards

7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Temporary exposure related to typical commercial construction/remodeling

- 1) Describe any known or possible contamination at the site from present or past uses.

None known

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None known

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None

- 4) Describe special emergency services that might be required.

None

- 5) Proposed measures to reduce or control environmental health hazards, if any:

Not applicable, no significant environmental health hazards

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

None

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

- **Temporary construction noise**
- **Typical noise associated with restaurants during operating hours**

- 3) Proposed measures to reduce or control noise impacts, if any:

Not applicable, no significant noise impacts

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Commercial uses, project will not affect nearby or adjacent properties

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No

- c. Describe any structures on the site.

**One ~8,441 SF, two-story building, previously a movie house. Ground floor = 5,472 SF.
Second floor=2,969 SF**

- d. Will any structures be demolished? If so, what?

No

- e. What is the current zoning classification of the site?

C-1 Central Business District

- f. What is the current comprehensive plan designation of the site?

Downtown Retail/Support Commercial

- g. If applicable, what is the current shoreline master program designation of the site?

Urban Mixed-Use (medium to high-intensity urban commercial, industrial, residential, public access)

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No

- i. Approximately how many people would reside or work in the completed project?

Seating areas can accommodate 192 people plus staff.

- j. Approximately how many people would the completed project displace?

None

- k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable, no displacement impacts

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

Proposed use is permitted by current zoning designation

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable, no agricultural or forest lands impacts

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable, no housing impacts

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

30 ft, concrete

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable, no aesthetic impacts

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable, no light impacts

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Walking, biking, boating, fishing

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable, no recreation impacts

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

The Old Movie House is over 45 years old but not currently listed on any registers

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None known

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Washington Information System for Architectural & Archaeological Records Data (WISAARD) used to check historical preservation registers

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Proposal aims to maintain structural elements of The Old Movie House with the exception of seismic upgrades

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Main Street, Myrtle Street (CBD Mount Vernon). A civil site plan was not prepared.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

Yes, bus service run by Skagit Transit, closest stop is on 2nd St (approx. 0.1 mi)

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

No known additional parking is proposed

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

No known additional parking is proposed

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

Project is approximately 0.3 miles from Amtrak rail station

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Vehicular trips shall be reduced from the original intent of incorporating a movie theater into the design, therefore, a traffic study was not conducted

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

h. Proposed measures to reduce or control transportation impacts, if any:

No known work outside the building is proposed

15. Public Services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No

b. Proposed measures to reduce or control direct impacts on public services, if any.

Not applicable, no impact on public services

16. Utilities

a. Circle utilities currently available at the site:

electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

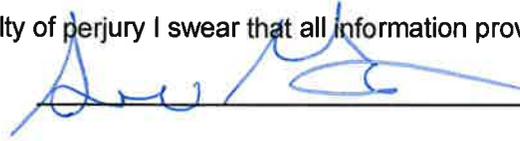
New utilities include sewer and gas

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Under penalty of perjury I swear that all information provided is true and correct.

Signature:



Name of signee Selina Gilbertson, PE

Position and Agency/Organization Civil Engineer for Davido Consulting Group

Date Submitted: November 7th, 2018



TRANSPORTATION CONCURRENCY

PURPOSE

Transportation concurrency is one of the goals of the Growth Management Act. To comply with this goal the City is required to ensure the timely construction/installation of transportation improvements relative to the demand for them.

Mount Vernon Municipal Code (MVMC) Chapter 14.10 contains the City's traffic concurrency requirements. Concurrency evaluations are prepared by the City or their traffic engineering consultant to ensure consistency with previously approved and pending developments and compliance with the municipal code.

SUBMITTAL REQUIREMENTS

ITEMS REQUIRED TO BE SUBMITTED FOR TRANSPORTATION CONCURRENCY APPLICATIONS

ONE COPY OF EACH OF THE BELOW LISTED ITEMS IS REQUIRED TO BE SUBMITTED

1. TRANSPORTATION APPLICATION FORM

This form is accompanying this handout identified as page 2 of 2.

2. PROJECT NARRATIVE

The project narrative is required to contain all of the following information:

- a. The existing site and building use;
- b. Detailed description of all the intended uses within all buildings and/or improvements;
- c. Detailed description of the size of the project site, size of the proposed buildings and description of all planned site improvements;
- d. Expected timing of occupancy, i.e. month/year; and,
- e. Description of any proposed phasing.

3. PRELIMINARY SITE PLAN

Provide a copy of a preliminary site plan, to scale, that depicts the following:

- a. Building footprint(s);
- b. Location of access points to existing roadways;
- c. All street names labeled;
- d. Parking stall location(s);
- e. Any new roadways proposed with the project; and,
- f. Any roadway improvements proposed by the project.

4. VICINITY MAP

Provide a copy of a vicinity map, to scale, that identifies the following:

- a. Subject property with its boundaries clearly identified; Location of the property showing the nearest street intersections also showing a distance of no less than 500 feet around the site; and,
- b. Label the map with the site's address and/or parcel identification number.

5. FEES

Application fees for traffic concurrency reviews are calculated by the City once the scope of a project can be accurately determined

OTHER NOTEWORTHY ITEMS

- The Mount Vernon Municipal Code can be found on the City's website at www.mountvernonwa.gov or can be obtained at City Hall during normal business hours.
- Prior to submitting an application, the City encourages Applicants to apply for and attend a pre-application meeting through the Development Services (DS) Department to discuss their proposal. The DS Department will provide assistance and detailed information on the City's requirements and standards at pre-application meetings. The City can process a traffic concurrency review only after a complete application is submitted and application fees are paid.

The purpose of this handout is to assist the public in complying with detailed permit submittal requirements. It is NOT a complete list of permit or code requirements and should NOT be used as a substitute for applicable laws and regulations. It is the responsibility of the owner/design professional to review the submittal for completeness and applicability to other codes. Only complete applications can be accepted by the City for review.

PERMIT NUMBER: _____

① PROPERTY PROJECT IS PROPOSED ON

ADDRESS: **520 S. Main St.** PARCEL NUMBER(S): **P52024**

② PROPERTY OWNER INFORMATION

NAME: **CCMV LLC**

ADDRESS: **3901 Airport Way** CITY **Bellingham** STATE **WA** ZIP **98226**

TELEPHONE: _____ CELL: **360-410-7751** EMAIL: **mark@districtbrewco.com**

③ APPLICANT OR CONTACT PERSON

SELECT THE ONE PERSON THE CITY WILL CONTACT FOR ANYTHING RELATED TO THIS PERMIT? Applicant Property Owner Other (list below)

NAME: **Michael E Smith FAIA**

ADDRESS: **218 Highland Drive** CITY **Bellingham** STATE **WA** ZIP **98225**

TELEPHONE: _____ CELL: **360-220-1089** EMAIL: **mike@mikesmith-architect.com**

④ OTHER INFORMATION

PROJECT SUMMARY:
(your detailed project description should be submitted separately)

Old movie house in Mount Vernon, WA to be turned into a brewery and restaurant.

⑤ ACKNOWLEDGEMENTS & SIGNATURE

I understand that I am solely responsible for providing complete and accurate information to the City. I understand that if my application is missing information or if inaccurate materials are submitted, this permitting process will be delayed. I understand that depending on how inaccurate and how incomplete my application is or becomes, the Development Services Department could require an entirely new application to be submitted. I understand that when and if conditions change from that which my application originally represented, I am responsible for making the City aware of these changes.


INITIAL HERE

I understand that concurrency review can be completed while a project is in its preliminary stages. However, if there are substantial changes in the project after the initial concurrency review, a new review may be necessary; which means that new review fees may be required to be paid by the applicant.


INITIAL HERE

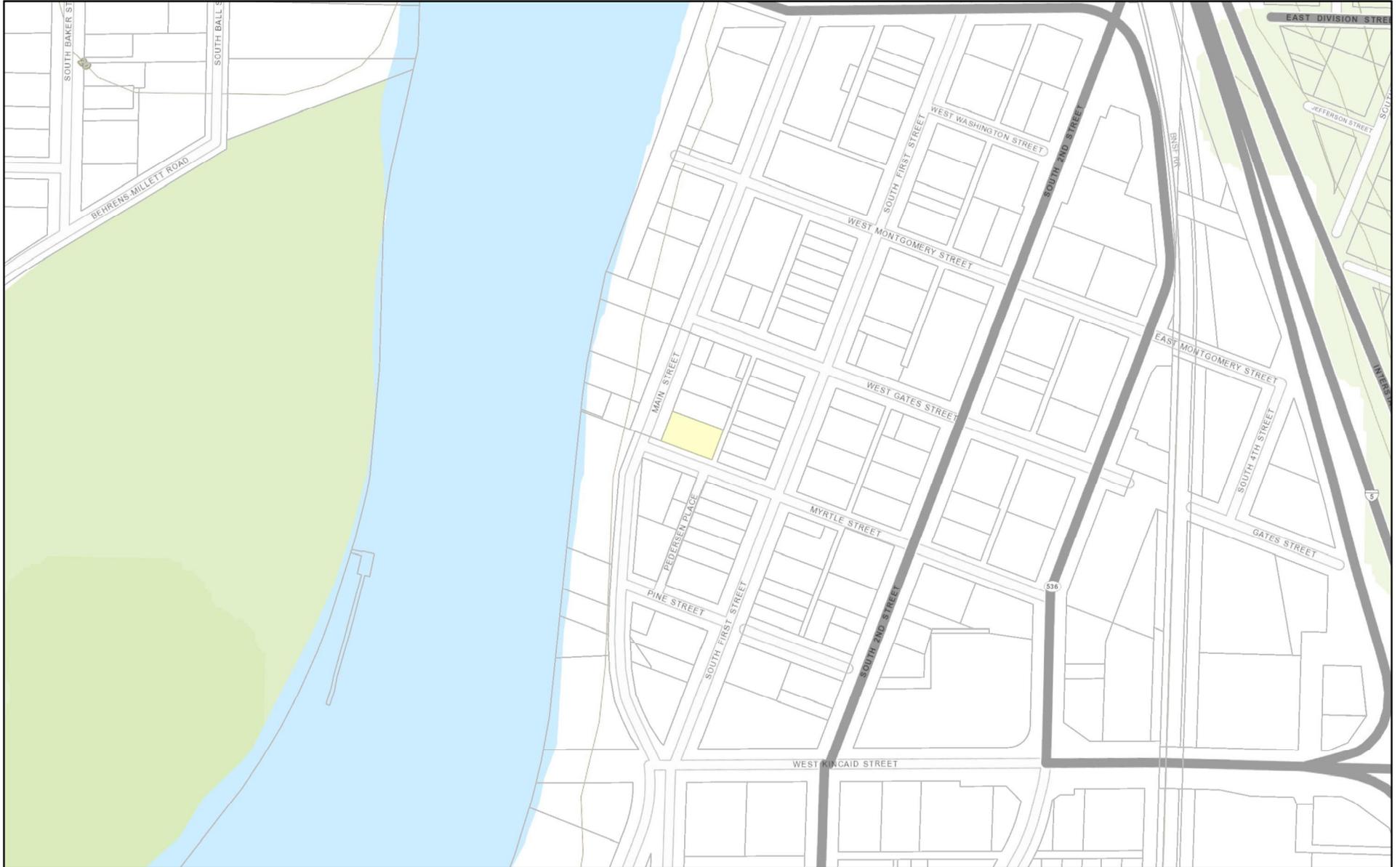
I hereby declare that I am either the owner of the property listed on this application or the owner of this property has authorized me to be their representative to act for them. I also declare under penalty of perjury under the laws of the State of Washington that all of the statements and answers contained herein, and the information submitted with this application form, is in all respects true, correct, and complete to the best of my knowledge and belief.


Signature

11/9/18
Date

Michael E Smith FAIA
Printed Name

520 S. Main St.

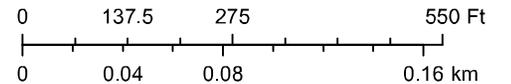


November 6, 2018

Legend

-  County Boundary
-  Tax Parcels
-  Pre Tax Account Property

1" = 250'



Data Accuracy Warning: All GIS data was created from available public records and existing map sources. Map features have been adjusted to achieve a best-fit registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. Map discrepancies can be as great as 300 feet.

Michael E. Smith

F • A • I • A

A Fellow of the American Institute of Architects

District Brewing Mount Vernon

Project Narrative - November 15, 2018

- A. Project name, size and location: District Brewing, 520 Main Street, Mount Vernon, WA.
- B. Zoning: C-1; Comprehensive Plan Designation: Downtown Waterfront Sub-Area K.
- C. Current use: vacant; formerly movie theater
- D. Special site features: Existing urban plaza fronting on Skagit River.
- E. Soil type and drainage conditions: The subsurface soil profile encountered at the exploration locations generally consisted of loose/soft silt and sand to a depth of 10 to 12 feet, medium dense sand to a depth of 25 to 28 feet, soft silts with occasional thin sand layers to a depth of 65 feet before encountering a medium dense sand layer to the full depth explored of 71 to 75 feet bgs.
- F. Proposed use: Brewery and restaurant, 5,453 sf ground floor and 2,902 sf second floor. 100% site coverage, consistent with an urban environment. No parking. Access is from Myrtle Street, which borders the site on the south side.
- G. Proposed off-site improvements: none. The project borders on a fully developed urban plaza.
- H. Estimated construction cost: \$1,109,087. Fair market value: \$2,088,750 (\$250/sf).
- I. Fill or excavation involved: Very minor or none. Fill to support the new concrete slab will be geo-foam.
- J. No trees exist on site. The existing building occupies 100% of the site.
- K. No land is anticipated to be dedicated to the City.
- L. For Shoreline Applications:
 - a. Name of adjacent water area: Skagit River
 - b. Nature of existing shoreline: Pilings, weeds, mud.
 - c. Type of shoreline: river.
 - d. Type of beach: High bank.
 - e. Type of material: mud.
 - f. Extent and type of bulkheading: concrete for hundreds of feet in both directions.
 - g. No existing views will be blocked.

218 Highland Drive
Bellingham, WA 98225

360•220•1089

www.mikesmith-architect.com

Michael E. Smith

F • A • I • A

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218 Highland Drive
Bellingham, WA 98225

360•220•1089

www.mikesmith-architect.com



CHICAGO TITLE

COMPANY OF WASHINGTON

425 Commercial
Mount Vernon, WA 98273
Phone: (425)258-3683 / Fax: (360)424-4458

Mark Shintaffer
CCMV LLC
3901 Airport Way
Bellingham, WA 98226

Date: August 1, 2018
Order No.: 620033800
Borrower(s): CCMV LLC
Property: 520 Main Street
Mount Vernon, WA 98273

Enclosed is your Title Policy or Guarantee in connection with the above referenced transaction.
Please call us immediately if you have any questions or concerns.

Sincerely,

Commercial Unit

Everett.CU@ctt.com

520 MAIN - ORIGINAL - TITLE - UOCS

When recorded return to:
Mark Shintaffer
CCMV LLC
3901 Airport Way
Bellingham, WA 98226


201807300175
07/30/2018 11:39 AM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

1835 Barkley Boulevard, Suite 105
Bellingham, WA 98226

Escrow No.: 245400216

CHICAGO TITLE
620033800

STATUTORY WARRANTY DEED

THE GRANTOR(S) Movie House Antiques LLC, a Washington limited liability company for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to CCMV LLC, a Washington limited liability company

the following described real estate, situated in the County of Skagit, State of Washington:
Lot 1 and the South 8 feet of Lot 2, Block 5, MAP OF MOUNT VERNON, GATES 1ST AND 2ND ADDITIONS TO MOUNT VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington;

EXCEPT the East 3 feet of said lots, said East 3 feet having been conveyed to the City of Mount Vernon, for alley purposes.

Situated in Skagit County, Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P52024, 3700-005-002-0103

Subject to:

1.

Covenants and conditions contained in that certain agreement executed February 27, 1919, but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20183330
JUL 30 2018

Amount Paid \$8531.²⁰
Skagit Co. Treasurer
By *mm* Deputy

STATUTORY WARRANTY DEED
(continued)

source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law;

Recorded: February 28, 1919

Auditor's No(s): 130835, records of Skagit County, Washington

Executed By: Bertha Stade Murphy and Denis P. Murphy, her husband; and Jerry Foster and Daisy Foster, his wife

Easement including the terms, covenants and provisions thereof

Granted to: LA Sinnett and Emiline Sinnett, husband and wife

Purpose: Perpetual easement, the right to build a party wall and the use of stairway

Recording Date: February 24, 1921

Recording No.: 148052

STATUTORY WARRANTY DEED
(continued)

Dated: July 25, 2018

Movie House Antiques LLC

BY: [Signature]
Steve McMillan
Manager

BY: [Signature]
Renee' McMillan
Manager

State of WASHINGTON
County of SKAGIT

I certify that I know or have satisfactory evidence that Steve McMillan and Renee' McMillan are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Manager and Manager, respectively, of Movie House Antiques LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 07/27/18

Name: [Signature]
Notary Public in and for the State of WA
Residing at: Blaine
My appointment expires: 08/17/2021



ALTA OWNER'S POLICY OF TITLE INSURANCE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Policy Number:

620033800

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

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- 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company

By:



President

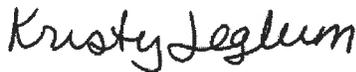
Attest:



Secretary

Chicago Title Company of Washington
425 Commercial
Mount Vernon, WA 98273

Countersigned By:



Authorized Officer or Agent



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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SCHEDULE A

Name and Address of Title Insurance Company: Commercial Unit
 Chicago Title Company of Washington
 425 Commercial
 Mount Vernon, WA 98273

Address Reference: 520 Main Street, Mount Vernon, WA 98273

Date of Policy	Amount of Insurance	Premium
July 30, 2018 at 11:39 AM	\$479,000.00	\$1,234.00

1. Name of Insured:
 CCMV LLC, a Washington limited liability company
2. The estate or interest in the Land that is insured by this policy is:
 Fee Simple
3. Title is vested in:
 CCMV LLC, a Washington limited liability company
4. The Land referred to in this policy is described as follows:

For APN/Parcel ID(s): P52024/3700-005-002-0103

Lot 1 and the South 8 feet of Lot 2, Block 5, MAP OF MOUNT VERNON, GATES 1ST AND 2ND ADDITIONS TO MOUNT VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 98, records of Skagit County, Washington;

EXCEPT the East 3 feet of said lots, said East 3 feet having been conveyed to the City of Mount Vernon, for alley purposes.

Situated in Skagit County, Washington.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A

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ALTA Owner's Policy (06/17/2006)



**SCHEDULE B
EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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ALTA Owner's Policy (06/17/2006)



SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

SPECIAL EXCEPTIONS

1. Covenants and conditions contained in that certain agreement executed February 27, 1919, but omitting any covenant or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by law;
Recorded: February 28, 1919
Auditor's No(s): 130835, records of Skagit County, Washington
Executed By: Bertha Stade Murphy and Denis P. Murphy, her husband; and Jerry Foster and Daisy Foster, his wife

2. Easement including the terms, covenants and provisions thereof

Granted to: LA Sinnett and Emiline Sinnett, husband and wife
Purpose: Perpetual easement, the right to build a party wall and the use of stairway
Recording Date: February 24, 1921
Recording No.: 148052

3. Unrecorded leasehold interests, rights of tenants and parties in possession, rights of vendors to remove trade fixtures and rights of those parties secured under the Uniform Commercial Code, if any.

4. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2018
Tax Account No.: P52024/3700-005-002-0103
Tax Code/Located In: 0930
Assessed Value: \$277,100.00

General and Special Taxes: Billed: \$4,336.85, Full Year
Paid: \$2,168.46
Unpaid: \$2,168.39

5. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$239,000.00
Dated: July 26, 2018
Trustor/Grantor: CCMV LLC, a Washington limited liability company
Trustee: Chicago Title Company of Washington
Beneficiary: Movie House Antiques LLC
Loan No.: None Shown
Recording Date: July 30, 2018
Recording No.: 201807300176

END OF SCHEDULE B

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ALTA Owner's Policy (06/17/2006)



CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

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ALTA Owner's Policy (06/17/2006)



(continued)

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

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ALTA Owner's Policy (06/17/2006)



(continued)

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by Ten percent (10%), and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION INTENTIONALLY DELETED**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

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ALTA Owner's Policy (06/17/2006)



(continued)

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

Chicago Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

END OF CONDITIONS

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ALTA Owner's Policy (06/17/2006)



Old Movie House Brewery - List of Surrounding Property Owners

Owner Name	OwnerAddr	OwnerCityNm	OwnerSta	OwnerZIP	ParcelId	ParcelIdRel
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26639	340419-0-289-0007
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26642	340419-0-292-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P26650	340419-0-302-0000
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P51994	3700-001-002-0003
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P51995	3700-001-003-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52011	3700-003-014-0005
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52012	3700-004-003-0006
Cobalt Investment Group II LLC	3525 Colby Ave Ste 333	Everett	WA	98201	P52013	3700-004-004-0005
Sharon Minor	9701 Samish Island Road	Bow	WA	98232	P52014	3700-004-004-0104
Donald & Judith Kesselring	PO Box 1375	Mount Vernon	WA	98273	P52019	3700-004-009-0000
Michael Tario	119 N Commercial Ste 1000	Bellingham	WA	98225	P52020	3700-004-010-0007
Jbk415 LLC	1030 East College Way	Mount Vernon	WA	98273	P52021	3700-004-010-0106
Steve Broman	23172 Lanyard Ln	Mount Vernon	WA	98274	P52022	3700-004-011-0006
Bruce & Nancy Springer	512 Main St	Mount Vernon	WA	98273	P52023	3700-005-002-0004
Mnj Consulting LLC	21058 Estate Dr	Mount Vernon	WA	98274	P52025	3700-005-003-0003
Bruce & Nancy Springer	512 Main Street	Mount Vernon	WA	98273	P52026	3700-005-004-0002
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52027	3700-005-004-0101
Dolly Armstrong	410 W Gates St	Mount Vernon	WA	98273	P52028	3700-005-004-0200
Robert & Nancy Lee Moon	PO Box 234	Lakewood	WA	98259	P52029	3700-005-005-0001
Redwood Investments LLC	1501 12th St Unit C	Anacortes	WA	98221	P52030	3700-005-005-0100
Igen17 LLC	802 SE Everett Mall Way Ste A	Everett	WA	98208	P52031	3700-005-006-0000
Rick Leonard	2410 Byron St	Berkeley	CA	94702	P52032	3700-005-007-0009
Riverclay Studio LLC	PO Box 1946	Mount Vernon	WA	98273	P52033	3700-005-007-0108
Alma Investments LLC	5850 Buttram Ln	Anacortes	WA	98221	P52034	3700-005-008-0008
Legacy Properties Of & Mount Vernon LLC	PO Box 2452	Mount Vernon	WA	98273	P52035	3700-005-008-0107
Treasurers Fund LLC	516 S 1st St	Mount Vernon	WA	98273	P52036	3700-006-001-0102
514 On 1st LLC	27821 36th Ave NW	Stanwood	WA	98292	P52037	3700-006-002-0002
Christian Carlson	504 S 1st St	Mount Vernon	WA	98273	P52038	3700-006-004-0000
Bruce & Nancy Springer	512 Main Street	Mount Vernon	WA	98273	P52039	3700-006-004-0109
Trinity Skagit LLC	308 W Gates St	Mount Vernon	WA	98273	P52041	3700-006-005-0108
Christian Carlson	504 S 1st St	Mount Vernon	WA	98273	P52042	3700-006-006-0008
Housing Authority Of Skagit Co	1650 Port Dr	Burlington	WA	98233	P52043	3700-006-007-0007
Myong Cha Kim	16520 43rd Ave W	Lynnwood	WA	98037	P52044	3700-006-008-0006

Owner Name	OwnerAddr	OwnerCityNm	OwnerSta	OwnerZIP	ParcelId	ParcelIdRel
Us Bank Of Wa	2800 East Lake St	Minneapolis	MN	55406	P52045	3700-007-001-0001
Us Bank Of Wa	2800 East Lake St	Minneapolis	MN	55406	P52046	3700-007-001-0100
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52150	3700-027-900-0001
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52151	3700-027-900-0100
City Of Mount Vernon	910 Cleveland Ave	Mount Vernon	WA	98273	P52152	3700-027-900-0209
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52155	3700-029-001-0005
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52156	3700-029-001-0104
Bon Jolly Enterprises LLC	3134 E Valley View Terr	Tacoma	WA	98404	P52157	3700-029-002-0004
Emar Investments LLC	1243 S 10th St	Mount Vernon	WA	98274	P52159	3700-029-003-0011
Housing Authority Of Skagit Co	1650 Port Dr	Burlington	WA	98233	P52160	3700-029-004-0002
Chad Moen	PO Box 3037	Anacortes	WA	98221	P52161	3700-029-004-0101
Vto Investments LLC	601 S Second St	Mount Vernon	WA	98273	P52162	3700-029-006-0000
Herbert Goldston	4465 Samish Point Rd	Bow	WA	98232	P52163	3700-029-007-0009
Shadulie LLC	601 S First St	Mount Vernon	WA	98273	P52170	3701-001-002-0002
1929 LLC	1219 Quentin Ave	Mount Vernon	WA	98273	P52171	3701-001-003-0001
Eric Stalcup	4300 E Division St	Mount Vernon	WA	98274	P52172	3701-001-003-0100
Peggy Jo Randall	229 Indralaya Rd	Eastsound	WA	98245	P52173	3701-001-004-0000
Mv 1st St LLC	PO Box 619	Sedro Woolley	WA	98284	P52174	3701-001-005-0009
W & N Building LLC	407 Pine St	Mount Vernon	WA	98273	P52175	3701-001-007-0007
Jenny Creek Property Mgmt LLC	415 Pine St	Mount Vernon	WA	98273	P52176	3701-001-009-0005
Pkc Investments LLC	416 Myrtle St	Mount Vernon	WA	98273	P52180	3701-001-011-0001
Jenny Creek Prop Mgmt LLC	PO Box 2816	Mount Vernon	WA	98273	P52181	3701-001-012-0000
Matthew Halliday	1121 S 6th St	Mount Vernon	WA	98273	P52182	3701-001-012-0109
John & Wilma Kamb	702 Main St	Mount Vernon	WA	98273	P52183	3701-002-005-0007
K And A Downtown Apartments LLC	PO Box 236	La Conner	WA	98257	P52185	3701-002-005-0205