Return Address:
Douglas A. Luetjen
Karr Tuttle Campbell
1201 Third Avenue, Suite 2900
Seattle, WA 98101-3028

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

<table>
<thead>
<tr>
<th>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</th>
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<tbody>
<tr>
<td>Statutory Warranty Deed</td>
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<tr>
<th>Reference Number(s) of Documents assigned or released:</th>
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<tbody>
<tr>
<td>5305028 INSURED BY CHICAGO TITLE</td>
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<tr>
<th>Grantor(s) (Last name, first name, initials)</th>
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<tr>
<td>Paramount of Washington, LLC</td>
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<tr>
<th>Grantee(s) (Last name first, then first name and initials)</th>
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<tr>
<td>BSRE Point Wells, LP</td>
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<tr>
<th>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</th>
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<tbody>
<tr>
<td>PORTION SOUTHWEST QUARTER OF &amp; PORTION GOVERNMENT LOT 3 &amp; GOVERNMENT LOT 4, IN 35-27-3, TOGETHER WITH LOTS 3 &amp; 4, EDMONDS TIDELANDS</td>
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<tr>
<th>Assessor’s Property Tax Parcel/Account Number</th>
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<tr>
<td>270335-003-011-00; 270335-003-027-00; 270335-003-028-00; 270335-030-00; 270335-003-038-00; 270335-003-039-00; 270335-003-040-00</td>
</tr>
</tbody>
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The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

No. 5655589 6/1/2010 2:26 PM 2,538.28
Thank you for your payment.
STATUTORY WARRANTY DEED

PARAMOUNT OF WASHINGTON, LLC, a Delaware limited liability company whose address is 14700 Downey Ave., Paramount, CA 90723 ("Grantor"), for valuable consideration paid, conveys and warrants to BSRE POINT WELLS, LP, a Delaware limited partnership ("Grantee"), the following described real property situated in Snohomish County, State of Washington:

See Exhibit A attached hereto; together with all after-acquired title of Grantor limited to or related to the aforesaid interests in the described real property.

Such conveyance is free of encumbrances except as specifically set forth as follows:

See Exhibit B attached hereto.

DATED this 1st day of June, 2010.

GRANTOR:

PARAMOUNT OF WASHINGTON, LLC

By: ________________________________
Printed Name: Harsh R. Desai
Title: Vice President
STATE OF Texas 

COUNTY OF Dallas 

I certify that I know or have satisfactory evidence that Karlia R. Dean is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the Vice President of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 27, 2010

WYLEEN OCH
Notary Public
STATE OF TEXAS
My Comm. Exp. October 19, 2013

Notary Public in and for the State of Texas
Printed Name: Wyleen Och
My appointment expires: 10-19-2013
EXHIBIT A

Description of Real Property

See attached Description of Real Property.
EXHIBIT A

Description of Real Property

"Real Property" includes that certain parcel or parcels of real property described on the legal description attached hereto as Exhibit A-1, together with all right, title and interest, if any, in and to the appurtenances pertaining thereto, including but not limited to the right, title and interest in and to the adjacent streets, alleys, roadways and right-of-ways (including the real property rights-of-way and related easements over the railroad tracks adjoining such real property and the related trestles), and any easement rights, air rights, development rights, subsurface development rights and water rights, but EXCLUDING (a) all buildings, structures, fixtures, pipelines, tanks, equipment, fencing, docks, piers and other improvements or replacements thereof now or hereafter located on such real property, (b) any personal property situated thereon, and (c) the Aquatic Lands Lease No. 20-013465, between the State of Washington, acting through the Department of Natural Resources, and Paramount of Washington, LLC (as assignee of Chevron, U.S.A., Inc.).
EXHIBIT A-1

Legal Description

See attached Legal Description.
PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERNLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS." SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERNLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERNLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREBIN DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;

THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREBIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERNLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 85.16 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN KEST TRICT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN KEST, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VANC KEST TRICT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR AButting UPON THE ABOVE DESCRibED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDELAND LOT 3, LYING NORTHERLY OF A LINE DESCRibED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREBIN DESCRibED;
THENCE NORTH 76° 34'18" WEST 657.50 FEET;
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREBIN DESCRibED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215, BEING MORE PARTICULARLY DESCRibED AS FOLLOWS:
THENCE NORTH 01°11′56″ EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 919.97 FEET (60 RODS BY DEED);
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 455.24 FEET;
THENCE SOUTH 01°11′56″ EAST A DISTANCE OF 422.92 FEET;
THENCE SOUTH 01°11′56″ EAST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 88°33′35″ EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;
THENCE SOUTH 01°11′56″ WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 616.67 FEET;
THENCE NORTH 01°11′56″ EAST A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 453.60 FEET;
THENCE SOUTH 01°11′56″ WEST A DISTANCE OF 259.23 FEET;
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERN RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT "A";
THENCE ALONG SAID EASTERN RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29′24″ WEST A DISTANCE OF 153.31 FEET;
THENCE NORTH 01°36′06″ WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46′17″ AN ARC DISTANCE OF 525.40 FEET;
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 1.50 FEET;
THENCE NORTH 24°02′46″ EAST A DISTANCE OF 265.00 FEET;
THENCE SOUTH 31°23′34″ EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°33′35″ WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;
THENCE SOUTH 45°57′35″ EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;
THENCE NORTH 88°33′35″ WEST A DISTANCE OF 240.88 FEET TO THE WESTERN LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;
THENCE NORTH 40°07′35″ WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;
THENCE SOUTH 88°33′35″ EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;
THENCE SOUTH 45°57′35″ EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;
THENCE SOUTH 88°33′35″ EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET; THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL F:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°21'27" EAST 247.50 FEET;
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850;
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED;
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

EXCEPT THAT PORTION CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 05-2-13678-1, AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°33'35" WEST 1306.22 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTÉ FE RAILWAY AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 05°29'24" WEST 221.33 FEET;
THENCE NORTH 88°33'35" WEST 64.24 FEET;
THENCE SOUTH 83°44'46" WEST 150.85 FEET;
THENCE SOUTH 55°49'32" WEST 62.29 FEET;
THENCE SOUTH 40°13'07" EAST 218.50 FEET TO SAID SOUTH LINE;
THENCE ALONG SAID SOUTH LINE, SOUTH 88°33'35" EAST 145.84 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
EXHIBIT B

Permitted Title Exceptions

See attached Permitted Title Exceptions.
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

1. RIGHT GRANTED TO SEATTLE & MONTANA RAILWAY COMPANY TO GO UPON LAND ADJACENT TO SAID RAILWAY AND CUT DOWN ALL TREES DANGEROUS TO THE OPERATION OF SAID RAILWAY AS GRANTED IN DEEDS RECORDED UNDER AUDITOR’S FILE NUMBERS 5277 AND 5662.

AFFECTS: ALL PARCELS

2. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; RECORDED UNDER RECORDING NUMBER 127046.

AFFECTS: PARCEL G.

3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: GREAT NORTHERN RAILWAY COMPANY, A MINNESOTA CORPORATION

PURPOSE: A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A RAILROAD TRACK

AREA AFFECTED: AS PICTURED THEREIN

RECORDED: JULY 31, 1915

RECORDING NUMBER: 213070

AFFECTS: ALL PARCELS

THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREBIN DESCRIBED.

BSRE POINT WELLS, L.I.
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

4. UNRECORDED EASEMENT FOR OVERHEAD LINE OF POLES ON A SOUTHERLY PORTION OF PARCEL E AS DISCLOSED BY EASEMENT RECORDED UNDERAUDITOR'S FILE NUMBER 435520 GRANTED TO PUGET SOUND POWER & LIGHTCOMPANY ON PROPERTY ADJACENT TO PARCEL E.

5. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OFWASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL,GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRYFOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THATSUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADEFOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCHENTRY; RECORDED UNDER RECORDING NUMBER 499310.

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE.

AFFECTS: PARCEL G.

6. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: GREAT NORTHERN RAILWAY COMPANY

PURPOSE: RAILWAY TRACK OR TRACKS

AREA AFFECTED: PORTION OF PARCEL A

RECORDED: AUGUST 31, 1939

RECORDING NUMBER: 655816

7. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OFWASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL,
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; RECORDED UNDER RECORDING NUMBER 758480.

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE.

AFFECTS: PARCELS D, E AND F.

8. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY

PURPOSE: UNDERGROUND AND/OR OVERHEAD ELECTRIC TRANSMISSION AND DISTRIBUTION LINE

AREA AFFECTED: THAT PORTION OF A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN IN SAID EASEMENT

RECORDED: MARCH 18, 1985

RECORDING NUMBER: 8503180060

AFFECTS: PORTION OF PARCEL B.

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

GRANTEE: OLYMPIC VIEW WATER & SEWER DISTRICT

PURPOSE: WATER MAINS AND APPURTENANCES THEREOF AND FOR OTHER UTILITIES

AREA AFFECTED: PORTION OF PARCEL E

RECORDED: JUNE 12, 1992

RECORDING NUMBER: 9206120018

10. AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT AND THE TERMS AND CONDITIONS THEREOF:

DATED: DECEMBER 13, 1993

RECORDED: DECEMBER 15, 1993

RECORDING NUMBER: 9312150516

11. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 9312150516, AS FOLLOWS:

A. UNRECORDED EASEMENT FOR SPUR TRACKS

B. TWO RAMPS CROSSING RAILROAD RIGHT OF WAY

AFFECTS: D, E, F, AND G

12. MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 9408035005, IN VOLUME 43 OF SURVEYS, PAGE(S) 101, AS FOLLOWS:

A. FOUR SEPARATE PORTIONS OF BED OF PUGET SOUND AND UNPLATTED FIRST CLASS TIDELANDS BEING LEASED FROM THE STATE OF WASHINGTON.

B. ENCROACHMENT OF WHARF AND DOCK EXTENDING ONTO LEASED AREAS NOT A SUBJECT OF THIS COMMITMENT.

[Signature]
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

C. QUESTION OF OWNERSHIP OF DOLPHIN LYING WESTERLY OF THE INNER HARBOR LINE.

AFFECTS: PARCELS A, D, AND E

13. QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SAID SECOND CLASS TIDELANDS OR SHORELANDS.

AFFECTS: PARCELS D, E, F AND G.

14. ANY QUESTION OF LOCATION IN BOUNDARIES OF SUBJECT PROPERTY OF THE SECOND CLASS TIDELANDS AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 127046, 499310 AND 758480.

AFFECTS: PARCELS D, E, F AND G.

15. ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER.

AFFECTS: PARCELS A, D, E, F AND G.

16. PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER.

AFFECTS: PARCELS A, D, E, F AND G.

17. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

GRANTEE: OLYMPIC VIEW WATER AND SEWER DISTRICT

PURPOSE: WATER MAINS AND APPURTENANCES

AREA AFFECTED: PORTION OF PARCEL E

RECORDED: MARCH 29, 1996

RECORDING NUMBER: 9603290025

18. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

   BETWEEN: CHEVRON USA, INC., A PENNSYLVANIA CORPORATION

   AND: LAWRENCE MICHAEL INVESTMENTS, LLC, A WASHINGTON LIMITED
   LIABILITY COMPANY

   RECORDED: NOVEMBER 10, 1999

   RECORDING NUMBER: 199911100667

   REGARDING: EASEMENT FOR STORM DRAIN AND UTILITY PURPOSES

   AFFECTS: PARCELS D AND E

19. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN STATUTORY
    WARRANTY DEED INCLUDING REMEDIATION AND CLEANUP:

    RECORDED: MARCH 1, 2005

    RECORDING NUMBER: 200503011232

20. MEMORANDUM OF ACCESS RIGHTS AND THE TERMS, CONDITIONS AND
    PROVISIONS CONTAINED THEREIN:
EXHIBIT B – PERMITTED TITLE EXCEPTIONS

RECORDED: MARCH 1, 2005

RECORDING NUMBER: 200503011239

21. BASEMENT AGREEMENT REGARDING INGRESS AND EGRESS AND ROADWAY IMPROVEMENTS AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN:

RECORDED: JUNE 27, 2006

RECORDING NUMBER: 200606271070

22. BASEMENT CONTAINED IN AGREED ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: PIPELINE FOR OUTPALL AND ITS CONSTRUCTION, OPERATION AND MAINTENANCE

AREA AFFECTED: PORTION OF PARCELS D, E AND F

CAUSE NUMBER: 05-2-13678-1

23. BASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

BSRE POINT WELLS, L.P.
EXHIBIT B - PERMITTED TITLE EXCEPTIONS

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT USED FOR CONSTRUCTION OF THE FACILITIES INCLUDING THE OUTFALL PIPELINE, THE TUNNEL PORTAL, OUTFALL FACILITIES AND FOR TRANSPORTATION AND REMOVAL OF SPOILS FROM CONSTRUCTION

AREA AFFECTED: CAUSE NUMBER: PORTION OF PARCELS D, E AND F

CAUSE NUMBER: 05-2-13678-1

24. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: TEMPORARY WORK SPACE WHICH ENABLES TRANSPORTATION OF SPOILS TO THE DOCK FORM REMOVAL VIA A CONVEYOR

AREA AFFECTED: PORTION OF PARCEL D

CAUSE NUMBER: 05-2-13678-1

25. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: PERSONNEL, VEHICLES AND EQUIPMENT ACCESS

AREA AFFECTED: PORTION OF PARCELS D, E AND F
EXHIBIT B—PERMITTED TITLE EXCEPTIONS

CAUSE NUMBER: 05-2-13678-1

26. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: STORM AND SURFACE WATER DRAINAGE, DISCHARGE, AND DISPERSAL RESULTING FROM THE CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, EXPANSION OR REMOVAL OF IMPROVEMENTS, TOGETHER WITH ALL OTHER STORM WATER AND SURFACE WATER DRAINAGE

AREA AFFECTED: PORTION OF PARCEL G

CAUSE NUMBER: 05-2-13678-1

27. EASEMENT CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY IN SNOHOMISH COUNTY SUPERIOR COURT AND THE TERMS AND CONDITIONS THEREOF:

IN FAVOR OF: KING COUNTY, A COUNTY OF THE STATE OF WASHINGTON

PURPOSE: EXCLUSIVE TEMPORARY FIXED OR FLOATING DOCK/SPUD BARGE

AREA AFFECTED: PORTION OF PARCEL D

CAUSE NUMBER: 05-2-13678-1

28. MEMORANDUM OF INTERCREDITOR AND ACCESS RIGHTS AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN:

BSRE POINT WELLS, L.P.
EXHIBIT B - PERMITTED TITLE EXCEPTIONS

RECORDED: MARCH 1, 2007

RECORDING NUMBER: 200703010271
The following described tide and shore land of the second class, situate in Snohomish County, Washington to-wit:—

All tide and shore lands of the second class, owned by the State of Washington, situate in front of, adjacent to or upon that portion of the Government meander line in front of Sec. 35, Twp. 27 N. R. 3 East of the Willamette Meridian, described as follows to-wit:—

Beginning at the meander corner to fractional sections 2 and 35, wtps. 26 and 27 North, Range 3 East of the Willamette Meridian, thence N. 63° 45' West 1.76 ch., thence N. 47° West 4.35 ch. more or less, to a point on said meander line where a line 247.5 ft. north of and drawn parallel with the S. boundary line of said Sec. 35 would intersect said meander line; the above described lands have a frontage of 6.11 ch. more or less, measured along the meander line, according to the map or plat of same on file in the office of the Board of State Land Commissioners at Olympia, Washington.

Albert E. Mead, Governor.

(Seal of State)

Attest: Ben R. Fish,
Assistant Secretary of State

State Record of Tide Land Deeds, Volume 8, page 260.

Acknowledged.
Washington Refining Company, a Washington corporation

TO

Great Northern Railway Company, a Minnesota Corporation

File No. 213070
Inst. Deed
Dated. July 19th, 1915
Filed. Jul 31 1915 8:30 AM
Consid. $1.00

Description

a right of way for the construction, maintenance and operation of a railroad track upon, over and across that part of the following described tract of land, indicated in red on the exhibit attached hereto and made a part hereof, said tract of land being situated in Snohomish County, State of Washington, and described as follows, to wit:

Beginning at a point in the westerly line of the Seattle and Montana Railway Company's right of way in Section 35, Township 27 North, Range 3 East, W.M., 1569.32 feet north of the south boundary of said Section 35, as produced from the southeast corner of said Section 35, through the one-quarter corner on the south line of said section, which point is known as the initial point of this description and consists of an iron pipe driven five feet in the ground thence north 67° 5' 15" west at right angles to the right of way of the said Railway Company, a distance of 986.73 feet to the westerly line of Tide Land Lot 3, Section 35, Township 27 North, Range 3 East, W.M. thence north 42° 47' 14" east along the westerly line of said Tide Land Lot 3, a distance of 411.15 feet; thence north 53° 47' 17" east, a distance of 632.99 feet; thence north 20° 10' 20" east, a distance of 9.44 feet to the northwest corner of said Tide Land Lot 3, thence south 89° 33' 12" east along the north line of said Tide Land and Government Lot 3, a distance of 552.86 feet to a point in the westerly line of the Seattle and Montana Railway Company's right of way; thence southwesterly along the westerly line of the Seattle and Montana Railway Company's right of way on a curve to the right whose radius is 3727 feet, a distance of 297.89 feet, more or less to a point of tangent, thence tangent to previous curve south 22° 54' 45" west along the westerly line of said Railway Company's right of way, a distance of 837.17 feet to the point of beginning, containing 18.39 acres, more or less;

for such time and so long as the same shall be occupied by the
Grantee, its successors and assigns, for railway purposes, and no
longer.

And the said Grantor, for itself, its successors and assigns,
convey and release said Railway Company, its successors and assigns,
from and against all claim for any and all damages resulting to the land, through
witness whereof the piece or strip of land hereby conveyed is located
by reason of the location, grade, construction, maintenance and
operation of a railway over and upon the premises hereby conveyed.

(Signed) WASHINGTON REFINING COMPANY

(Corp Seal) One Wit

By J. C. VanEck, President

Attest: A. A. Lewis, Secretary

Ack. July 19, 1915 by J. C. VanEck, Pres of the corp that ex the wit
and foregoing instru and on oath stated that he (full cor pack)
Gertrude M. Gill

To

R.& L Co a Mass corp

File No 433520

Base

Dated Aug 7 1926

Filed Aug 15 1926 11:43 AM

RecVda. 2/8 0.24

Commencing at a point 247.60 ft N and 320.27 ft W of the

W corner corner on the S line of Sec 35 Twp 27 N R. 3 E 8 M.

N 224.53 ft thence E 320.27 ft North 10 ft thence W 546.67

thence N 34.70 ft thence W 453.60 ft thence S 259.23 ft thence W to

waters of Puget Sound thence S 10 ft to a point 15 rods N of the

W line of the said Sec 35 thence parallel with the S line of said

35 to Place of beginning

be

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Ack Aug 9 1926 by J.M. Adams-Lee having Power of

ork

y line of

w, such

or

ory from Gertrude M. Gill, before H.E. Pearce N.P., for the S of Wh

at Seattle (N.P. Seal)
State of Washington

File No 499310
Deed
Dated Apr 22nd 1931
Flr Apr 29 1931 9:10 am
Recvol. 258 D 107
Cons $30.55

the folg desc tide or shore lands of the 2nd class as
defined by Chapter 255 of the Session Laws of 1927 sit in SW 9 of
6.460

the folg desc tide or shore lands of the 2nd class as
defined by Chapter 255 of the Session Laws of 1927 sit in SW 9 of

All tide lands of the 2nd class owned by the
State of Washington, situate in front of, adjacent to or abutting
upon the S 247.5 ft of Lot 4 Sec 35 Twp 27 N R. 3 East W.M.
with a frontage of 6.11 lineal chains m/l the N of said tide
lands being a ln parll to and 247.5 ft N of the S of said Section
Excepting however that pt of said tide lands above the line of Mean
low tide, conveyed by the State of Washington to Keith Investment
Company through deed issued Jan 9 1908.

The above desc lds are sold subject to all the provisions of
Chapter 312 of the Session Laws of 1927 to which reference
is hereby made and which shall be as binding upon the grantee and
any successor in interest of said grantee as though set out at length
herein.

"The grantor hereby expressly saves, excepts and reserves out of the
grant hereby made, unto itself its suc & a fvr, all oil gases....

Roland H. Hartley, Governor
Attest: J. Grant Hinkle,
Secretary of State.

App No 9299. State Records of Tide Land Deeds Vol 17 p.104

mail to grantee c/o Wood & Reber Inc 2100 5th Ave Seattle.
M
8-31-39
8-30-39
Ida Alice Leahey, a wid as her sep pyt

to
First Federal Savings and Loan Association of Everett,
Everett, Wn

fp in ord to secur paymt to the sp of a debt of $650.00
evidenced by the promissory note hinaft des and int and all
other sums as provided hin, and the performance of all
covenants, warrenties, agrements and conditons hin contnd,
do by g and convy to the mtgee that ctn real pyt, sit in
SCW df:

Lot 29, and 30, blk 827 of the Plat of Everett, Div "H".
The Mtgee has acutally loaned to the mtgr and the mtgr has
received the full sum of $650, and as evidenced of such
indebtedness has execd and delivrld to the mtgee a ctn
promissory note of even dtm date hwith.

deficiency judgment reasonable attorney's fees

Ida A. Leahey

SCW Aug 30, 39 by Ida Alice Leahey, a wid, as her sep pyt
bef C.O. Dædorff np in and for the sw res at Everett (NS)
12-9-40 fld by Hv Ab Company ml mtgee

---

R/W D
8-31-39
7-15-39
$1
Washington Refining Company, a wn corp
to
Great Northern Railway Company, a Minnesota Corp

fp grants to sp its s and a, a r/w for the constructn,
maintenance, and operatn of a railway track or tracks, over,
and across that ctn parcel or tt of ld, sit in SCW df:

All that part of lot 3 of sectn 35 twp 27 nr 3 ewm
lying within 8 ft at rt angles on ea side of the fd cent
li of an extension to a spur track.

Comm at the intersectn of the cent li of Double
Track of the Railway of the Great Northern Railway Com as
now constructed and operated with the S li of sd sectn
35; th NLY and NEly alg sd cent li of double track 1939.4
ft; th angle 90 degrees left and rung NWly 69.8 ft to
the true pob; th NEly alg a 2° curve to the rt 150 ft
to a pnt perpndclry dist 62.2 ft NWly fm sd cent li of
double track; th continue alg sd 2° curve to the rt mmgt
8.0 ft.
Excepting from this description that part of se included in that ctn easement of July 19, 1915 from the Washington Refining Company to the Great Northern Railway Company.

to have and to hold the said granted premises for such time and so long as the same shall be occupied by the grantee, its se for railway purposes, and no longer.

And the said grantee, for itself, its successors or assigns, does release and convey to the Great Northern Railway Company, its said premises and all damages resulting to the said premises both in the premises and across the same, all easements or rights of way granted.

(Seal)

Washington Refining Co
by S. Beltcher pres
attest A. R. Bradley

San Francisco, Calif Aug 11, 39 by S.

Belcher pres of sd corp of bef E. A. Bering np in

(NS) comex Dec 31, 42 by sp seattle

655817-823 inc N G

QCD 655824
8-31-39
8-24-39 $10.
Walter J. Padgett and Wilma B. Padgett hw of Anacortes

Donald L. Saunders

fp cvy and qc to sp the fdrp sit in SCW:

E 1/2 of the W 1/2 of the NE 1/4 of the NW 1/4 of sectn 7, twp 30.

nr 6 ewm

dated at Anacortes

Walter J. Padgett
Wilma B. Padgett

Skagit Co Wn Aug 24, 39 by Walter J. Padgett and Wilma B. Padgett, hw bef Fred G. Cartwright np in and for the sw res at Anacortes (NS) 10-26-41 by sp 201 Alverson Blvd city
SATIS C.S.C.
Fl 12/8/43
Dt 12/8/43
PUGET SOUND POWER & LIGHT COMPANY, Vendor, Fp
to
M. G. MURRAY, At #1, Stanwood, Wash., Vendee, Sp
We hrby certify that a ctn conditional sale contract wherin
Fp is vendor and Sp is vendee, dated 5/14/1940 and filed in the
offe of the Co Aud of Sno Co, Wash., 5/24/1940, Aud's Fl #673844
has been PAID AND DISCHARGED IN FULL, and the Co Aud is hereby
authorized to satisfy and cancel same.

(Corp Seal)  

PUGET SOUND POWER & LIGHT COMPANY, Vendor
By H. B. Johnson - Its Authorized Agent
Assistant Treasurer

SWCS, Ack on 12/8/43, by H. B. Johnson, officer as signed. Full
Corporate form, bef N. E. Wolfe, up for SW res at Sno Aud's, comm
12/27/44.

Fl by Pug Sound Pwr & Lt Co.

- s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-s-

Deed
Fl 12-8-43
Dt 7-29-42 $460.50
State of Washington
to
Standard Oil Company of California,
Grantor does hrby g, b, s and cy unto gttee, its h and a, the folg
descbd tide lds of the second class, as defined by Chapter 255 of the Session Laws of 1927 situate in SCW towit:

All tide lands of the second class owned by the State of Washington situate in front of, adjacent to, or abutting upon a ptn of Lot 4, Seen 35, Twp 27 North, Range 3 East W.M. and lying betw a li 247.5 ft N of and prll to the produced S li of lct 4 and a li running N 78°15' W from a pt on the government meander li wh is S 11°45' W 292.01 ft alg sd meander li from its nxn with the N li of sd lot 4, with a
frontage of 15.35 lineal chs m/l.

Except, however any pts of the abv descrd tide lds previously deeded by the S/W to J.M. Colman Feb 6,1906 under application
No. 248, Fannie Leek Cummings May 27,1904, under application
No. 208 and Jasper Compton May 14 1907, under application No.
229.

The abv descrd lds are sold subj to all the provisions of Chapter 312 of the Session Laws of 1927 to wh reference is hrby (over)
made, and wh shall be as binding upon the gtee and any success-
or in interest of sd gtee as though set out at length herein.
"The grant hrby expressly saves, excepts and reserves out of
the grant hrby made unto itself its suc and a fvr, all oils,
gases, coal, ores, minerals and fossils of every name, kind or
description and wh may be in or upon sd lds abv descd or any
part thereof, and the right to explore the same for such oil,
gases, coal, ores, minerals and fossils; and it also hrby
expressly saves and reserves out of the grant hrby made unto
itself, its suc and a fvr, the right to enter by itself
its agents, attorneys and servants upon sd lds or any part or
parts thereof, at any and all times for the purpose of opening
developing and working mines thereon and taking out and removing
therefrom all such oils, gases, coal, ores, minerals and foss-
ils and to that end it further expressly reserves out of the
grant hrby made, unto itself its suc and a fvr, the ri by its
or their agents, servants and attorneys any and all times
to erect, construct, maintain and use all such blds, machinery
roads and railroads, sink such shafts remove such soil and
to remain on sd lds or any part thereof for the biz of mining
and to occupy as much of sd ld as may be necessary or convenient
for the successful prosecution of such mining biz hrby expressly
reserving to itself, its suc and a, as aforesaid, generally
all rights and powers in to and over sd lds, whether hrin
expressed or not, reasonably necessary or convenient to render
beneficial and efficient the complete enjoyment of the pty
and rights hrby expressly reserved. Provided, that no rights
shall be exercised under this reservation by the State, its
successors or assigns, until provision has been made by the
State, its suc or a, to lay to the owner of the ld upon wh the
rights hrin reserved to the State, its successors or assigns
are sought to be exercised, full pay for all damages sustained
by sd owner by reason of entering upon sd land.

To have and to hold the sd premises with their appurten-
ances, unto the sd Standard Oil Company of California its
h and a fvr.
(Seal of S/Wn)

Arthur B Langlie, Governor
Attest: Belle Reeves, Secretary of State
State Record of Title Land Deeds, Vol 19 pg 1061
(mail 2nd sty, Richmond Beach, Wash)

-------------------------------
Sat of mtg 758481
Fi 12-8-43
dt 11-29-43
Metropolitan Life Insurance Company, a corp

Emil Simon Ringstad, etux

K A M B T: That 1st sty the owner and holder
of that cer mtg bearing dt June 11,1930 executed by 2nd sty
hrin top of the sum of $2000.00 and int, and rkd in the ofc
of the Co Aud of SC, S/W on June 11,1930 in Vol 172 of Mtgs
at pg 188, being Auditor's File No. 479655 does hrby
acknowledge that the sd mtg has been fully satisfied and dis-
charged and does hrby authorize and direct the sd Co Aud to enter
full satisfaction threof of rkd.
(corp seal) Metropolitan Life Insurance Company
By T.B. Graham Fourth Vice President
By Joseph J Clair, Asst. Secretary

St/N.Y.
Co/N.Y. as Ack 11-29-43 by officers as signed of Metropolitan
Life Insurance Company the corp that executed the foreg inst
(full corp form) bef S. Frank Clouting, N.P.im and for the
State of New York residing at New York n a com exp 3-------------
EASEMENT FOR UNDERGROUND AND OVERHEAD

On the 17th day of February, 1925, between

Chevron U.S.A. Inc.

and

Mortgagee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows:

That portion of the Southeast quarter of the Southwest quarter of Section 35, Township 27 North, Range 3 East, M.N., described as follows: Beginning at the South quarter corner of said Section 35; thence North 0°21'27" East 382.93 feet to the True Point of Beginning; thence North 89°00' West parallel with the South line of Section 35 for 646.67 feet; thence North 0°21'27" East for 34.7 feet; thence South 89°00' East for 646.67 feet to the East line of the Southwest quarter of said Section 35; thence South 0°21'27" West along said East line for 34.7 feet to the True Point of Beginning; EXCEPT the East 30 feet for road known as 116th Avenue West.

AND WHEREAS, Grantor is desirous of acquiring certain rights and privileges across, under and upon the said lands and premises.

NOW, WHEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR ($1.00) and other valuable considerations, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns (including its parents, subsidiaries and/or affiliates), and the Grantee hereby conveys and grants to the Grantee, its successors and assigns, the right to construct, erect, maintain, repair, abandon and operate and maintain an underground electrical conduit, and such ancillary rights as are necessary to construct and maintain the same, across, upon or under the aforesaid described lands and premises, and the right to cross over, through or under the aforesaid described lands and premises as described above.

That portion of the above described being a strip of land 4 feet in width lying 5 feet approximately as shown in red on Exhibit "A" attached hereto and by reference made a part hereof.

Together with the right to enter in and upon and make alterations in said lands across adjacent lands of the Grantor for the purposes of constructing, maintaining, reconstructing, repairing, operating, altering, changing, adjusting and abandoning said line, and the right at any time to retire said line.

Also the right at all times to cut over or from said lands or from any buildings, fences, trees or other growth standing or growing upon the lands of Grantee which may be necessary for the construction, maintenance, alteration or abandonment of the Grantee, its successors and assigns, and the rights, license, easements, covenants and agreements hereby granted and conveyed, and any rights, license, easements, covenants and agreements which may extend or be subsumed within the premises described above.

The Grantee and its successors or assigns shall have the right to remove any or all such rights, titles, privileges and authorities hereby granted and agreed to and to construct and maintain any structures, buildings or other improvements on or adjacent to such lands without interfering with the rights of the Grantee or any successors or assigns.

The rights, titles, privileges and authorities hereby granted shall continue to be in force until such time as the Grantee, its successors, assigns shall permanently remove such underground electrical conduit and any appurtenances therefrom or shall otherwise permanently abandon said line, or until such time as said line is no longer necessary.

The Grantee and its successors or assigns shall permanently remove said underground electrical conduit and any appurtenances therefrom or shall otherwise permanently abandon said line.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

Chevron U.S.A. Inc.

by: [Signature]

ATTORNEY IN FACT

[Signature]

VOL. 1889 PG. 1309
STATE OF WASHINGTON

COUNTY OF KING

On this 10th day of June, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared P.J. NEELY, to me known to be the individual described in, and who executed the within instrument as Attorney in Fact, Northwest Division of CHEVRON U.S.A. INC., a corporation, and acknowledged to me that he signed the same as his free and voluntary act and deed as Attorney in Fact for said CHEVRON U.S.A. INC. in the capacity and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

__________________________
Notary Public in and for the State of Washington,
residing at ____________________________
EASEMENT

Chevron U.S.A., Inc. (the "grantee"), for and in consideration of one dollar ($1.00) and other good and valuable consideration, hereby dedicates, conveys, and grants to O V W S D **(the "grantor"), and its successors and assigns an easement for water mains and appurtenances thereto and for other utilities under and upon the following described property situated in Snohomish County, Washington, legally described as follows:

That portion of the Southwest Quarter of Section 35, Township 27 North, Range 3 East, W.N., described as follows:

Beginning at the South Quarter Corner of said Section 35; thence North 00°21'27" East 247.50 feet; thence North 89°00'00" West 1100.27 feet; thence North 00°21'27" East 10 feet to the True Point of Beginning of this description; thence North 00°21'27" East 279.23 feet; thence North 89°00'00" West 10 feet; thence South 00°21'27" West 269.23 feet; thence North 89°00'00" West 130 feet, more or less, to a point 10 feet distant West of the East margin of Heberlein Road (vacated 5-26-62); thence Southerly along a line parallel with the Easterly margin of said Heberlein Road 20 feet, more or less, to a point on the North line of the South 247.50 feet of said Southwest Quarter; thence South 89°00'00" East 10 feet; thence Northerly along the Easterly margin of said Heberlein Road to a point 257.50 feet distant measured at right angles to the South line of said Southwest Quarter; thence South 89°00'00" East 130 feet, more or less, to the True Point of Beginning.

The attached Addendum is hereby incorporated herein by this reference.

The said grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the grantor and his or her assigns and successors to install, lay, construct, renew, operate and maintain mains and necessary facilities and other equipment, for the purposes of serving the property and other properties with water and other utility service.

Also, the grantor grants to the grantee and to those acting under and for the grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of this water pipeline or the lines in the easement. Such additional area is to be held to a minimum necessary for that purpose. Immediately after the completion of the construction and installation or any subsequent entry upon the easement, the grantee shall restore the premises as near as may be to the condition immediately before such construction of entry.

The grantor covenants that no permanent structure shall be erected and no large trees or shrubs shall be planted in the area of ground for which the easement in favor of O V W S D ** has been provided herein.

This easement and the covenants herein shall be covenants running with land and shall be binding on the successors, heirs, and assigns of both parties hereto.

The grantor warrants that the grantor has good title to the above property and warrants the grantee title to and quiet enjoyment of the easement conveyed herein.

GRANTOR: Chevron U.S.A., Inc.

By /s/ R. Rele

Attorney-In-Fact

** Olympic View Water & Sewer District
See Exhibit A - "Sketch"
and Exhibit B - "Parcel Map"

NO EXCISE TAX REQUIRED
JUN-4 1992

EASEMENT
Page 1
OLYMPIC VIEW WATER & SEWER DISTRICT
23725 Edmonds Way
Edmonds, WA 98020

774-7709

KIRKE SEVERS, Eschelwich Envelope

VOL. 2584 PAGE 0330
STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 15th day of May, 19XX, before me, the undersigned, a Notary Public, personally appeared [Name], to me known to be the [Title] of [Company], the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Seattle, WA.

My Commission expires 7-95.
Sketch of a portion of S.W. 1/4, Sec. 35, Twp 27, R15E, W.I.M.

Scale: 1" = 30'

(See S.W. 1/4, Threemile Map Attached)
ADDENDUM

By acceptance of this easement, Grantee and Grantee's successors and assigns shall be obligated to defend, indemnify and hold harmless Grantor and Grantor's successors and assigns from and against all claims, liabilities, and expenses arising out of or in any way related to acts or omissions of Grantee or Grantee's successors, assigns, employees, agents or representatives on or about the easement property.

Grantor reserves the right at any time and at Grantor's expense to relocate the easement and any improvements placed thereon by Grantee and upon doing so, the legal description of the easement area shall be changed to the legal description of the relocated easement area.

In the relocation of the easement and improvements, the Grantor shall comply to the rules, regulations and standards of the District, or any other governmental agency having jurisdiction.
AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT
UNDER CHAPTER 29 SCC
STATE OF WASHINGTON
COUNTY OF SNOHOMISH

NAME OF PROPERTY OWNER(S): Chevron USA, Inc.

ADDRESS: P.O. Box 7611, San Francisco, CA 94120

TELE. NO: (W) 415-824-1730

NAME OF PROPERTY OWNER(S): SAME

ADDRESS: ____________________________

TELE. NO: (W) ________________________

CONTACT PERSON (if different than owners): Robert I. Hollor

ADDRESS: 1001 4th Avenue Plaza, Suite 4400, Seattle, WA 98104

TELE. NO: (W) 206-624-3600

Method of Sewage Disposal: METRO Sewer

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1. Current Ownership. The undersigned are the respective owners of the following described parcels of property lying adjacent to each other:

a. Parcel No. 1 (conveyor):
   Chevron USA, Inc.
   [See Exhibit 1.a., attached]
   constituting approximately 79 acres or ______ square feet.

b. Parcel No. 2 (receiver):
   Chevron USA, Inc.
   [See Exhibit 1.b., attached]
   constituting approximately 8.5 acres or ______ square feet.

2. Proposed Conveyance. The undersigned are considering the transfer of ownership of the following portion of the above described conveyor's ownership to the receiver:

[See Exhibit 2, attached]

constituting approximately 7.5 acres or ______ square feet.

(For additional conveyances, attach separate sheet.)
3. **Boundary Line Adjustment.** It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that:

   a. The proposed conveyance would not detrimentally affect access to the above parcels;

   b. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

   [See Exhibit 3.b., attached]

constituting approximately 160 acres or ____ square feet.

   c. The conveyor's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyor's ownership would now be described as follows:

   [See Exhibit 3.c., attached]

constituting approximately 71.5 acres or ____ square feet.

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

Conveyor: ____________________________
Signature: __________________________
Date: 11/24/93

**GARY STILES, TERMINAL MANAGER CUSA PRODUCTS**
(Typed or Printed)

SUBSCRIBED AND SWORN to before me this 24th day of November, 1993.

**ROBERT T. HILLER**
Notary Public in and for the State of Washington, residing at

Receiver: ____________________________
Signature: __________________________
Date: 11/27/93

**GARY STILES, TERMINAL MANAGER CUSA PRODUCTS**
(Typed or Printed)

SUBSCRIBED AND SWORN to before me this 24th day of November, 1993.

**ROBERT T. HILLER**
Notary Public in and for the State of Washington, residing at

**DETERMINATION**

On the basis of the representations hereby submitted, I conclude that the proposed boundary line adjustment is approved under the provisions of Chapter 29, Snohomish County Code. VEHICULAR ACCESS TO THE PARCELS AFFECTED BY THIS BOUNDARY LINE ADJUSTMENT WAS NOT EXAMINED FOR PURPOSES OF THIS APPROVAL OR FOR COMPLIANCE WITH THE ACCESS REQUIREMENTS OF CHAPTER 10.41 S.C.C.

Name: ____________________________
Date: 12/13/93

BLAADVT.DOC: dawnii

VOL. 2840 PAGE 0504
DUPLEX DISCLOSURE FORM

Addendum A

to

AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

1. CONVEYOR. The undersigned owner certifies that a duplex:

(choose one box)   ☐ may   ☐ will not

be constructed on Parcel No. 1. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Conveyor: ___________________________ Date: 11/24/93

Gary Stiles   TERMINAL MANAGER CUSA PRODUCTS
(Typed or Printed)

SUBSCRIBED AND SWEARING to me this 24th day of November, 1993

Robert I. Keller
Notary Public in and for the State of Washington, residing at Seattle

2. RECEIVER. The undersigned owner certifies that a duplex:

(choose one box)   ☐ may   ☐ will not

be constructed on Parcel No. 2. I further am aware and understand the provisions of Section 29.20.030, Snohomish County Code, regarding the failure to disclose at this time an intention to develop duplexes.

Receiver: ___________________________ Date: 11/24/93

Gary Stiles   TERMINAL MANAGER CUSA PRODUCTS
(Typed or Printed)

SUBSCRIBED AND SWEARING to me this 24th day of November, 1993

Robert I. Keller
Notary Public in and for the State of Washington, residing at Seattle

BLADISCL.DOCdci
Legal Descriptions for Chevron

Remainder of Tax Lots (3-011 and 3-012) Except Parcels I and II

That portion of the southeast quarter of the southwest quarter and of Government Lots 3 and 4 in Section 35, Township 27 North, Range 3 East, W.M. described as follows:

Beginning at the meander corner on the south line of said section;

Thence northerly along the meander line to the east-west centerline of the section;

Thence easterly along the east-west centerline to the northeast corner of said Government Lot 3;

Thence southerly along the east line of Government Lot 3 and along the east line of the southwest quarter of said section to a point 10010.0 feet from the south one quarter corner;

Thence north 89°30'00" west 520.27 feet;

Thence south 0°21'27" west 475.27 feet;

Thence west 580.0 feet;

Thence south 260.23 feet;

Thence west 130.0 feet more or less to the east line of the county road;

Thence southerly along said east line to the south line of the section;

Thence westerly along the south line to the point of beginning;

Except the right of way of the Burlington Northern Railway;

And except the portion within the county road;

And except the tracts deeded to Snohomish County by deeds recorded under Auditor's File Number 311175;

And except that portion of Heberlein Road lying within 10.0 feet of the east line of said Government Lot 3;

And except that portion lying west of the Burlington Northern right of way and northerly of a line described as follows:

Commencing at a point on the westerly right of way line of the Burlington Northern Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section;

Thence S22°54'45"W along said westerly right of way line 150.00 feet to the True Point of Beginning of the line herein described.

Thence N67°45'15"W at right angles to said right of way line, 986.73 feet along the north line of the Standard Oil Company's property as described in deed recorded under Auditor's File No. 559140, to the west line of said Title Land Lot 3 and the terminus of the line herein described.

Together with tide lands of the second class adjoining the remainder of the tract above described.

9312150516

EXH. 1a 2840 PAGE 0506
November 5, 1993
File No. 21-91-020-005-80

Legal Descriptions for Chevron

Parcel II

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Pilot of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, more particularly described as follows:

Beginning at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section to the quarter corner of the south line of said section which point is known as the initial point of this description, and is also the initial point of the Elliott Bay Iron Works property as described by deed recorded under Auditor's File Number 141944, which is a portion of the property herein described, which said initial point is marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north 22°54'45" east along the westerly line of said right of way a distance of 250 feet which point is also marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north 67°05'15" west at right angles to the right of way of the said railway company along the north line of the said Elliott Bay Iron Works property a distance of 840.98 feet to the westerly line of Tide Land Lot 3;

Thence south 53°47'17" west along the westerly line of said Lot 3, a distance of 15.55 feet;

Thence south 42°47'14" west along the westerly line of said Tide Land Lot 3, a distance of 411.15 feet;

Thence south 67°05'15" east along the north line of the Standard Oil Company's property as described in deed recorded under Auditor's File Number 550040, parallel to the north line of this property, a distance of 986.73 feet to a point in the westerly line of the said Seattle & Montana Railway Company's right of way, at which point there is a monument consisting of an iron pipe driven approximately 5 feet into the ground;

Thence north 22°54'45" east along the westerly line of said right of way a distance of 150 feet to the point of beginning.

jfsd/chevgl2.txt

9312150516

EXH. I VOL. 2840 PAGE.0507

DATE 12/11/75

REVISED 9/27/75
Legal Descriptions for Chevron Boundary Line Adjustment

Parcel to be Conveyed

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Plat of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, lying southerly of a line described as follows:
Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation, by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;
Thence S 22°54'45" W along the westerly line of said right of way a distance of 150 feet and the true point of beginning of the line herein described;
Thence N 67°05'15" W at right angles to the right of way of the said railroad company to the westerly line of Tide Land Lot 3 and the terminus of the line herein described; and lying northerly of a line described as follows:
Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation, by deed recorded under Auditor's File Number 6220, a distance of 1708.20 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;
Thence S 22°54'45" W along the westerly line of said right of way a distance of 272.27 feet to the true point of beginning of the line herein described;
Thence N 76°34'18" W 657.50 feet;
Thence S 0°12'17" W, 193.15 feet;
Thence N 87°02'52" W, 381.34 feet;
Thence N 75°11'33" W to west line of said tideland Lot 3 and the terminus of the line herein described.

[Signature]

Robert L. Stevenson
Practising Land Surveyor

Vol. 2840 Page 0508

9312150516

EXH. 2

24 Nov. 1993
PARAGRAPH 3.a OF COUNTY B.L.A. APPLICATION

DOES NOT REQUIRE

A CORRESPONDING EXHIBIT
Legal Descriptions for Chevron Boundary Line Adjustment

Revised Parcel II

That portion of Government Lot 3 and of adjoining Tide Land Lot 3, according to the map on file in Olympia, Washington, entitled "Plat of tide lands of the first class at the Town of Edmonds," Section 35, Township 27 North, Range 3 East, W.M., in Snohomish County, Washington, lying southerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence N 22°54'45" E along the westerly line of said right of way a distance of 250 feet which point is marked with a monument consisting of an iron pipe driven approximately 5 feet into the ground and the true point of beginning of the line herein described;

Thence N 67°05'15" W at right angles to the right of way of the said railway company along the north line of the said Elliot Bay Iron Works property a distance of 640.98 feet to the westerly line of Tide Land Lot 3 and the terminus of the line herein described and lying northerly of a line described as follows:

Commencing at a point on the westerly line of that certain strip of land conveyed to Seattle & Montana Railway Company now known as Burlington Northern, Inc., a Delaware corporation by deed recorded under Auditor's File Number 6220, a distance of 1708.20 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner of the south line of said section;

Thence S 22°54'45" W along the westerly line of said right of way a distance of 272.27 feet to the true point of beginning of the line herein described;

Thence N 76°39'18" W 657.50 feet;

Thence S 6°12'17" W, 193.15 feet;

Thence N 87°02'32" W, 381.34 feet;

Thence N 75°41'33" W to west line of said tide land Lot 3 and the terminus of the line herein described.
November 24, 1993
File No. 21-91-020-005-80

Legal Descriptions for Chevron Boundary Line Adjustment

Revised Remainder of Tax Lots (3-011 and 3-012) Except Parcel 1 and 11

That portion of the southeast quarter of the southwest quarter and of Government Lots 3 and 4 in Section 35, Township 27 North, Range 3 East, W.M. described as follows:
Beginning at the meander corner on the south line of said section;
Thence northerly along the meander line to the east-west centerline of the section;
Thence easterly along the east-west centerline to the northeast corner of said Government Lot 3;
Thence southerly along the east line of Government Lot 3 and along the east line of the southwest quarter of said section to a point 1010.0 feet from the south one quarter corner;
Thence north 89°00'00" west 520.27 feet;
Thence south 00°21'27" west 473.27 feet;
Thence west 580.0 feet;
Thence south 269.23 feet;
Thence west 130.0 feet more or less to the east line of the county road;
Thence southerly along said east line to the south line of the section;
Thence westerly along the south line to the point of beginning;
Except the right of way of the Burlington Northern Railway;
And except the portion within the county road;
And except the tracts deeded to Snohomish County by deeds recorded under Auditor's File Number 311175.
And except that portion of Heberlein Road lying within 10.0 feet of the east line of said Government Lot 3;
And except that portion lying west of the Burlington Northern right of way and northerly of a line described as follows:
Commencing at a point on the westerly right of way line of the Burlington Northern Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section;
Thence S22°54'45" W along said westerly right of way line 272.27 feet to the True Point of Beginning of the line herein described;
Thence N76°34'18" W 657.50 feet;
Thence S 0°12'17" W, 193.15 feet;
Thence N 87°02'52" W, 381.34 feet;
Thence N 75°41'33" W to west line of said tideland Lot 3 and the terminus of the line described;
Together with tidelands of the second class adjoining the remainder of the tract above described.

EXH. 3.c
NO EXCISE TAX REQUIRED
MAR 29, 1996

EASEMENT FOR WATER MAINS

CHEVRON U.S.A. INC., a Pennsylvania corporation (the "Grantor"), for and in consideration of one dollar ($1.00) and other good and valuable consideration, hereby dedicates, conveys, and grants to Olympic View Water and Sewer District (the "Grantee"), and its successors and assigns, an easement for water mains and appurtenances thereto and for other utilities under and upon the following described property (the "property") situated in Snohomish County, Washington, legally described as follows:

The North 20 feet of the South 34.70 feet of the east 520 feet together with the North 20 feet of the West 560 feet of the following described parcel:

SEC 35 TWP 27 RGE 03
R0-281 BEC S 1/4 COR SEC TH N 20° 21' 27" E 482.03 FT TO TFB TH N 89° 30' 46" W 646.67 FT TH N 00° 00' 02" E 34.70 FT TH N 89° 30' 46" W 453.60 FT TH N 20 FT TH E 580 FT TH S 00° 21' 27" W 20 FT TH S 20° 30' 46" W 440.27 FT W/L TO W 6 C/L SEC TH S 00° 21' 27" W 440.27 FT M/L TO E 6 C/L SEC TH S 00° 21' 27" W ALONG N & S C/L 34.70' M/L TO THE TFB LESS E 30' CO. RD. SUBJ TO DSMNT U.S.A.

That said Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property and adjoining property owned by the Grantor and its assigns and successors to install, lay, construct, renew, operate and maintain mains and necessary facilities and other equipment (collectively the "Improvements"), for the purposes of serving the property and other properties with water and other utility service.

Also, the Grantor grants to the Grantee and to those acting under and for the Grantee the use of such additional area immediately adjacent to the above easement as shall be required for the construction of this water pipeline or the lines in the easement. Such additional area is to be held to a minimum necessary for that purpose. Immediately after the completion of the construction and installation or any subsequent entry upon the easement, the Grantee shall restore the additional area as near as may be to the condition immediately before such construction of entry.

The Grantee covenants that no permanent structure shall be erected and no large trees or shrubs shall be planted in the area of ground for which the easement in favor of Grantee has been provided herein.

Grantee shall not allow, use or cause to be used any part of said property for any unlawful conduct or purpose. Further, Grantee, its agents, employees and contractors shall comply with all laws and governmental orders, rules and regulations now or hereinafter applicable to the use of said property and the exercise of the rights herein granted. Grantee shall promptly pay and discharge any and all liens arising out of any work done, or suffered or permitted to be done, by Grantee on said property, and Grantor is hereby authorized to post any notice or take any other action upon or with respect to said property that is or may be permitted by law to prevent the attachment of any such lien on said property; provided, however, that failure of Grantee to take any such action shall not relieve Grantee of any obligation or liability under this or any other paragraph of this easement.

Except as otherwise set forth herein, Grantor makes no representation or warranty whatsoever as to the physical condition of the property. Grantee
accepts the condition of the property and all adjacent real property of
Grantor "AS IS" and "WITH ALL FAULTS" and Grantee agrees that its use of all
of said property shall be at its sole risk.

Grantee shall exercise the rights herein granted on said property in a
good, safe, careful and proper manner, and at all times said property shall be
kept free from accumulation of all waste and debris reasonably associated with
the exercise of said rights. Grantee shall not allow, commit or cause to be
committed any destruction, misuse, alteration or neglect of said property.

Grantor reserves the right at any time and at Grantor's expense to
relocate the easement area and any improvements placed thereon by Grantee to
another location on real property owned by Grantor, and upon doing so, the
legal description of the property which is subject to this easement shall be
changed to the legal description of the relocated easement area. In the
relocation of the easement and the improvements located thereon, the Grantor
shall comply with the rules, regulations and standards of the Grantor, or any
other governmental agency having jurisdiction thereof.

Upon the violation by Grantee of any of the terms and conditions set
forth herein and the failure to remedy the same within thirty (30) days after
written notice from Grantor to do so, then at the option of Grantor this
easement shall forthwith terminate.

This easement shall terminate in the event that Grantee shall
permanently cease to maintain and operate said improvements or in the event
said improvements are removed from said property.

Grantee agrees to defend, indemnify and hold harmless Grantor, its
subsidiaries and affiliates and its and their directors, officers, agents and
employees (the "Indemnitees") against all liability, costs, claims, losses,
damages, injuries and expenses (including without limitation any fines,
penalties, judgments, litigation costs and reasonable attorneys' fees) which the
Indemnitees may sustain, incur or become liable for, including, but not limited
to, injury to or death of any person, including the employees, agents,
contractors, representatives, invitees of Grantee or of an Indemnitee, and loss
of or damage to any property, including the property of Grantee or of an
Indemnitee, arising out of or in any way connected with the exercise of the
rights herein granted, regardless in all cases whether or not such liability,
costs, claims, losses, damages, injuries and expenses shall have been caused or
contributed to by the passive, active or concurrent negligence of the
Indemnitee, unless such liability, costs, claims, losses, damages, injuries or
expenses are proximately caused solely by the negligence or willful misconduct
of any Indemnitee.

Grantee hereby recognizes Grantor's title and interest in and to said
property and agrees never to assail or resist Grantor's title or interest
therein. No legal title or leasehold interest in said property shall be
deemed or construed to have been created or vested in Grantee by anything
contained in this easement. It is expressly understood and agreed by Grantee
that Grantor shall be under no obligation to protect the privileges granted
hereunder as against third parties or trespassers by legal proceedings or
otherwise, and it is further agreed that Grantor shall not be liable in any
way for any interference with said privileges to which Grantee is entitled.

This easement and the covenants herein shall be covenants running with
land and shall be binding on the successors, heirs, and assigns of both
parties hereto.
This grant is subject to all valid and existing licenses, leases, grants, exceptions, reservations and conditions affecting said property.

This easement represents the entire agreement between Grantor and Grantee and supersedes any and all prior agreements and representations made relative to any easement or license agreement between Grantor and Grantee concerning said property. No amendment of this easement, or any other agreement or representation concerning said property shall be binding on any party to this easement, unless and until it is approved in writing by both parties hereto. No covenant or term of this easement shall be waived except with the express written consent of the waiving party whose forbearance or indulgence in any regard shall not constitute a waiver of such covenant or term. Failure to exercise any right in one or more instances shall not be construed as a waiver of the right to strict performance or as an amendment to this easement.

GRANTOR:

CHEVRON U.S.A. INC., Pennsylvania corporation
By: M. W. McNee
Title: Assistant Secretary
Date: March 20, 1996

ACCEPTED AND AGREED:

GRANTEE:

OLYMPIC VIEW WATER & SEWER DISTRICT
By: M. W. McNee
Title: Conservation
Date: 3/25/96
STATE OF WASHINGTON  
COUNTY OF SNOHOMISH  

On this 25th day of March, 1996, before me, the undersigned Notary Public, personally appeared

BOBBY E. EDWARDS, to be known to

be the individual or individuals described in and who executed the within and
foregoing instrument, and acknowledged that he (she or they) signed the same
as his (her or their) free and voluntary act and deed, for the uses and
purposes therein mentioned.

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

[Signature]

NOTARY PUBLIC in and for the
State of Washington, residing at
Everett.

My Commission expires 5-20-96.

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO  

On March 20, 1996 before me, Belinda A. Mayer, Notary Public
in and for the State of California, personally appeared

MARK W. McNEIL, personally known to me or proved to me on the basis of satisfactory evidence
to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he/she executed the same in his/her authorized
capacity(ies), and that by his/her signature on the instrument the person or
the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Seal]

BELINDA A. MAYER  
COMM. #1064300  
NOTARY PUBLIC CALIFORNIA  
SAN FRANCISCO COUNTY

My Comm. Expires: Sept. 5, 1999

RECORDED

OLYMPIC VIEW  
WATER & SEWER DISTRICT  
Vol. 3142 Page 1564

1995 HAR 29 AII 9-35

(94-7989)
AGREEMENT FOR EASEMENT FOR STORM DRAIN AND UTILITY PURPOSES

CHICAGO <T 363239 0E

THIS AGREEMENT is entered into as of this ______ day of October, 1999 by and between Lawrence Michael Investments, LLC, a Washington Limited Liability Company (hereafter referred to as "Grantee"), and Chevron USA, Inc., a Pennsylvania Corporation, (hereafter referred to as "Grantor")

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee, together with the right to construct, maintain, operate and use, in and across the real property in the City of Woodway, County of Snohomish, State of Washington, described on the legal description attached hereto as Exhibit A (the "property"), a non-exclusive perpetual easement, as more specifically shown on the legal descriptions attached hereto as Exhibit B and Exhibit C

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Grantee a license to allow Grantee to inject said storm water into Grantor's runoff facility across its Point Wells plant site property westerly of the BNSF railroad right of way, ultimately discharging by means of Grantor's outfall to Puget Sound, said license commencing at the southern terminus of the easement as described in Exhibit C attached hereto

SEC 35 T 27 N R 35 E
PN # 3927-038-011-00

This easement is granted subject to the following terms and conditions of this Agreement

1 The easement granted in this Agreement is for purposes of installation and maintenance of a storm drain and all facilities incident thereto. This easement is granted together with the right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements, and other materials thereon, by Grantee its agents, representatives, employees and contractors engaged by Grantee, whenever and wherever necessary for the purpose above set forth. Grantee hereby agrees to take all necessary precautions to avoid interfering in any manner with the operations or activities of Grantor, its lessee(s), other easement holders or licensees of Grantor
2 The improvements shall be constructed at Grantee's sole cost, including, but not limited to, any necessary relocation of any existing facilities located within the Easement

3 Plans and specs of the location within the Easement shall be approved by Grantor prior to construction thereof

4 Grantee hereby waives and releases all claims against Grantor its partners, trustees, directors, officers, and employees, and agents (hereinafter the "Indemnitees"), for injury to or death of persons or damage to property arising in any way from the exercise of rights granted to Grantee by this easement, from the activities of Grantee, its agents, representatives, employees, contractors, subcontractors or material suppliers on the Easement, or from Grantee's failure to ensure compliance with the relevant federal, state and local regulations in accordance with the third paragraph herein below. Grantee shall indemnify and defend Indemnitees and each of them against and hold each Indemnitee harmless from any and all loss, cost, damage or claim therefor, expense or liability, including attorneys fees, whatsoever arising (i) out of any injury to or death of persons or damage to property occurring in, on or about the Property as a result of such exercise of activities by Grantee, its agents, representatives, employees, contractors, subcontractors or material suppliers, except to the extent any such injury or damage may be caused solely or contributory by the active negligence or willful misconduct of any such Indemnitee, or (ii) out of any other act or omission of Grantee, its agents, representatives, employees, contractors and subcontractors in entering upon the Property

5 In consideration for the granting of such easement, Grantee agrees to comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to any laws, rules, and regulations that exist on the date hereof or may exist at any time during which this easement may remain in effect

6 Grantee shall not commit any kind of waste upon the Property, and Grantee shall not cause any workmen's or material men's liens to be placed upon the Property, and agrees to indemnify and hold grantor harmless against any such liens including but not limited to the payment of attorney's fees

7 The easement granted in this Agreement is non-exclusive. Grantor retains the right to make any use of the Property, including the right to grant concurrent easements to third parties, so long as such grants do not interfere unreasonably with Grantee's free use and enjoyment of the easement

8 This easement and the rights herein granted shall terminate in the event that Grantee shall fail for a continuous period of six (6) months to use the easement Grantor may from time to time by written notice request confirmation from Grantee as to the date of the Grantee's last use of the easement, and should Grantee fail to respond within thirty (30) days following receipt of such request from Grantor, this easement and all rights herein granted shall automatically
terminate and no longer be of any force and effect. Upon the request of Grantor at any time after the termination of this easement, Grantee shall prepare and deliver to Grantor a quitclaim in recordable form transferring its remaining interests in this easement to Grantor.

9. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee, whether private or public, except as otherwise provided in this Agreement.

10. By acceptance and recordation of this easement, Grantee covenants for itself, its successors and assigns that the condition of the easement is accepted “AS IS” without any representations or warranties whatsoever, express or implies, as to the suitability of the Property for any purpose, and hereby releases Grantor from any and all liability on account of the condition of the Property.

11. Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney’s fees incurred in defense thereof, arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantor’s servants, agents, employees and contractors in the exercise of the rights granted herein, PROVIDED HOWEVER, this Section does not purport to indemnify Grantor from damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful conduct of Grantor his successors, agents or employees.

12. Upon completion of construction all components then situated on Grantor’s property shall become the exclusive property of the Grantor. Grantor shall be responsible for the physical repair and maintenance and resulting costs therefrom. HOWEVER, Grantee, or upon the date or thereafter of the turnover of the Homeowner’s Association to the homeowners, the Homeowner’s Association, shall promptly pay such costs within a reasonable time following written request of Grantor, FURTHER, if Grantor transfers or otherwise conveys its interest in the real property, description attached hereto as Exhibit A, whether such person or entity be public or private, Grantor’s heirs, successors or assigns, as the case may be, shall become solely responsible for the maintenance and repair, and the costs therefrom relating to all portions of the drainage system then existing on Grantor’s property.

13. Grantor may, at any time, relocate this easement and the facilities located therein. Such relocation shall be done at Grantor’s sole cost and expense and Grantee shall be granted a replacement easement without additional consideration. The new location of the easement shall be mutually agreed upon by the Grantor and Grantee. Grantor shall provide Grantee with a minimum of ninety (90) days notice of its intent to relocate the easement and facilities located therein.
IN WITNESS WHEREOF, GRANTOR has executed this Instrument this 16th day of October, 1999

GRANTOR:

Chevron, USA, Inc.,
a Pennsylvania Corporation

By

H. P. Walker

Its

ASSISTANT SECRETARY

Agreed to and Accepted this 12th Day of October 1999

GRANTEE:

Laurence Michael Investments LLC

a Washington Limited Liability Company

By

Its Member

199911100667
State of California
County of San Francisco

On October 11, 1993 before me, Michael T. Augello, Notary Public,

personally appeared W.P. Walker, President, or President Pro Tem.

Personally known to me OR □ proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Michael T. Augello
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent removal and realignment of this form to another document.

Description of Attached Document

Title or Type of Document Agreement for Leasing for Shop Doors and Henry Repair

Document Date October 11, 1993 Number of Pages 4

Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

Signer's Name W.P. Walker

□ Individual □ Corporate Officer
□ President □ Assistant Secretary
□ Partner — □ Limited □ General
□ Attorney-in-Fact
□ Trustee
□ Guardian or Conservator
□ Other

Signer is Representing

Cheero USA Inc.

Company/Corporation

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signature of Signer

199911100667
STATE OF WASHINGTON)         ss }
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Larry J. Sundquist 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 Member of Lawrence Michael Investments LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated October 12, 1999

[Signature]
Karen J. Wood
Notary Public

My appointment expires July 1, 2000

ACKNOWLEDGMENT
PERSONAL REPRESENTATIVE, GUARDIAN, TRUSTEE, INDIVIDUAL OR PARTNER

199911100667
CERTIFICATE OF ASSISTANT SECRETARY

RESOLVED. That any officer of this Corporation or any division thereof be and each of them is hereby, empowered in such capacity to execute for an on behalf of this Corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this Corporation, except no authority is conferred by this resolution for execution of any of the following:

1. leases or deeds to others covering oil, gas or other hydrocarbon or non-hydrocarbon minerals underlying fee lands of this Corporation where either book value or sale price exceeds $25 million or the acreage exceeds 6,400 acres,

2. deeds or conveyances to others covering fee lands of this Corporation, other than rights of way and similar easements, where either book value or sale price exceeds $25 million,

3. documents, instruments or promissory notes in support of any borrowings, provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing,

4. documents or agreements establishing bank accounts in the name of this Corporation, or withdrawing of funds or closing of and bank accounts of this Corporation, and be it further

RESOLVED. That each party empowered by this resolution is authorized to affix the seal of this Corporation to such papers as require a seal and to acknowledge and deliver any such appears are fully as if special authority were granted in each particular instance, and be it further

RESOLVED. That any officer of this Corporation or of any division thereof be and each of them is hereby empowered on behalf of this Corporation to appoint any person or persons whom they or any one of them may deem proper as Agent or Attorney-in-Fact of this Corporation usually for a term of one year but in no instance to exceed a term of five years with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them, and be it further

RESOLVED. That the resolutions of similar import adopted by this Board of Directors on July 31, 1991, hereby are rescinded

I, D D Kauffman, Assistant Secretary of CHEVRON U S A INC, a Pennsylvania corporation, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of certain resolutions adopted by unanimous written consent of Directors of said Corporation, dated July 24, 1992, and that said resolutions are in full force and unrevoked

I FURTHER CERTIFY that H P Walker is an Assistant Secretary of said Corporation

WITNESS my hand and the seal of said Corporation this 10th day of October, 1999

[Signature]

Assistant Secretary

CHEVRON U S A INC
INCORPORATED
AUGUST 9, 1922
PENNSYLVANIA

199911100667
PARCEL D

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS"

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, THENCE SOUTHEASTLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.86 FEET WEST OF SAID QUARTER SECTION CORNER, THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS, THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET, THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS, THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGULAR POINT IN SAID LINE, THENCE NORTH 114°54'43" EAST ALONG SAID WESTERLY LINE OF SAID LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 390.54 FEET TO AN ANGULAR POINT IN SAID LINE, THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J C VAN ECK TRACT, AS ESTABLISHED BY DEED RECORDED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK, PLAINTIFF VS DANIEL HINES (ET AL) DEFENDANTS, THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 738480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDELAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,
THENCE NORTH 76° 34'18" WEST 657.50 FEET,
THENCE SOUTH 0° 12' 17" WEST, 193.15 FEET,
THENCE NORTH 87° 02'52" WEST, 381.34 FEET,
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED

PARCEL E

1999111100667
THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4, EMDONDS TIDELANDS, ACCORDING TO MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EMDONDS' DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOW AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5577 WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5577 WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 559040 LYING WESTERLY OF SAID RIGHT OF WAY,

THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 695 97 FEET TO THE GOVERNMNET MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4, EMDONDS TIDE LANDS,

THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE, 147 44 FEET,
THENCE NORTH 89°30'46" WEST, 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EMDONDS TIDELANDS,
THENCE NORTH 41°17'17" EAST ALONG THE SAID WESTERLY LINE, 537 43 FEET TO A POINT ON A LINE 247 5 FEET NORTH OF AN PARALLEL TO THE SOUTH LINE OF SAID SECTION 35, PRODUCED WEST,
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89°30'46" EAST 241 96 FEET TO THE SAID MEANDER LINE,
THENCE NORTH 46°58'20" WEST ALONG THE SAID MEANDER LINE, 14 79 FEET TO A LINE WHICH IS 257 5 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF SECTION 35 PRODUCED WEST,
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89°30'46" EAST, 674 86 FEET TO A POINT ON SAID LINE 1100 27 FEET WESTERLY (MEASURED ALONG SAID LINE), FROM ITS INTERSECTION WITH THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER THENCE PARALLEL TO SAID EAST BOUNDARY NORTH 0°02'39" EAST, 259 23 FEET,
THENCE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 35, SOUTH 89°30'46" EAST 453 60 FEET,
THENCE SOUTH 0°02'39" WEST 34 70 FEET,
THENCE SOUTH 89°30'46" EAST, 616 67 FEET TO THE WEST MARGIN OF A COUNTY ROAD, SAID WEST MARGIN BEING 30 FEET WEST OF THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER,
THENCE ALONG THE SAID WEST MARGIN, NORTH 0°02'39" EAST 34 70 FEET,
THENCE NORTH 89°30'46" WEST 490 27 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED BY THE J.M. COLEMAN COMPANY TO OSCAR E. JENSEN AS RECORDED IN VOLUME 203 OF DEEDS, PAGE 203, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE ALONG THE WEST LINE OF SAID JENSEN TRACT, NORTH 0°02'39" EAST, 475 24 FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND ACQUIRED BY THE STANDARD OIL COMPANY OF CALIFORNIA BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 168802 (AS THE SAID SOUTHERLY BOUNDARY IS FIXED BY DEED ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J.C. VAN ECK, PLAINTIFF VS. DANIEL HINES ET AL. DEFENDANTS),
THENCE ALONG THE SAID SOUTHERLY BOUNDARY AS FIXED BY SAID DEED, NORTH 89°17'41" WEST, 788 60 FEET TO THE WESTERLY MARGIN OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,
THENCE ALONG THE SAID RIGHT OF WAY MARGIN SOUTH 22°54'10" WEST 18 15 FEET TO A POINT OF CURVE,
THENCE ON A CURVE TO THE LEFT OF RADIUS 1005 37 FEET, A DISTANCE OF 439 54 FEET TO THE PLACE OF BEGINNING,

EXCEPT THE RIGHT OF WAY OF SEATTLE & MONTANA RAILWAY COMPANY AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 5577 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480

PARCEL F

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS

1999111100667
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 0°21'27" EAST 247 50 FEET,
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE
SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100 27 FEET TO THIS TRUE POINT OF
BEGINNING OF THIS DESCRIPTION,
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN
TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 81830,
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE
PARCEL TO THE WATERS OF PUGET SOUND,
THENCE SOUTH TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE
DESCRIBED,
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WASTERLY LINE OF THE SEATTLE &
MONTANA RAILWAY COMPANY’S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A
DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR’S FILE NUMBERS 5277
AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING
UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED
UNDER AUDITOR’S FILE NUMBER 758480

PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., LYING
WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY,
NOW KNOWN AS BURLINGTON NORTHERN INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER
AUDITOR’S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247 5 FEET
NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35
THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,

TOGETHER WITH TIDELANDS OF SECOND CLASS, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON
THE ABOVE DESCRIBED PARCEL G, AS CONVEYED BY THE STATE OF WASHINGTON BY DEEDS RECORDED
UNDER AUDITOR’S FILE NUMBERS 127046 AND 499310

199911100667
PLAT OF WOODWAY HIGHLANDS
OFFSITE DRAINAGE EASEMENT THROUGH CHEVRON PROPERTY
EAST OF RAILROAD RIGHT-OF-WAY

That portion of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W M, in
Snohomish County, Washington, being a strip of land 20 feet in width, having 10 feet on each side of
the following described centerline, said centerline being more particularly described as follows

COMMENCING at the Southeast corner of said subdivision, thence N 01° 11' 56" E, along the East
line of said subdivision, a distance of 492 03 feet to the Easterly prolongation of a line which is 10
feet North of and parallel with the North line of that Short Plat recorded under Auditor’s File No
8307220306, records of said county, thence N 88° 33' 35" W, along said line, a distance of 30 00 feet
to the Westerly right-of-way margin of 116th Ave. West and the POINT OF BEGINNING of said
centerline and strip, thence N 88° 33' 35" W, continuing along said line, a distance of 333 79 feet,
thence N 82° 45' 52" W, 112 58 feet, thence N 87° 37' 58" W, 79 06 feet, thence N 04° 10' 01" W,
27 21 feet, thence N 88° 11' 37" W, 309 41 feet, thence N 88° 33' 35" W, 226 65 feet, thence
N 42° 37' 26" W, 20 00 feet, thence S 88° 47' 43" W, 133 88 feet, thence N 05° 52' 57" E,
220 00 feet, thence N 78° 57' 30" W, 40 feet, more or less, to the Easterly margin of the Burlington
Northern Railroad right-of-way and the terminus of said centerline and strip

The sidelines of said strip to be shortened or lengthened so as to terminate at angle points, said
Burlington Northern Railroad right-of-way margin and said margin of 116th Ave West

199911100667
EXHIBIT C

Summit Surveying Inc
12606 – 82nd Ave NE
Kirkland, WA 98034
Ph (425) 814-8487

Revised 9/27/99
SSI Job No 96142

PLAT OF WOODWAY HIGHLANDS
OFFSITE DRAINAGE EASEMENT THROUGH CHEVRON PROPERTY
WEST OF RAILROAD RIGHT-OF-WAY

That portion of the Southwest 1/4 of Section 35, Township 27 North, Range 3 East, W M., in Snohomish County, Washington, being a strip of land 20 feet in width, having 10 feet on each side of the following described centerline; said centerline being more particularly described as follows

COMMENCING at the Southeast corner of said subdivision, thence N 88° 33’ 35” W, along the South line of said subdivision, a distance of 1,393 13 feet, thence N 01° 26’ 25” E, 214.62 feet to the POINT OF BEGINNING of said centerline and strip, thence along said centerline the following courses and distances. N 05° 17’ 16” W, 188.91 feet, N 09° 39’ 54” E, 100.50 feet, N 02° 51’ 21” W, 133 07 feet, N 11° 34’ 36” W, 37 86 feet, N 18° 10’ 42” E, 52 94 feet, N 12° 06’ 43” E, 35 51 feet; N 19° 19’ 14” E, 45 73 feet, N 07° 15’ 05” E, 18 91 feet, and S 66° 46’ 08” E, a distance of 10 feet, more or less, to the Westerly margin of the Burlington Northern Railroad right-of-way and the terminus of said centerline and strip

The sidelines of said strip to be shortened or lengthened so as to terminate at angle points and said Burlington Northern Railroad right-of-way margin

1999111000667
After Recording, Mail To
Ticor Title Insurance
1000 SW Broadway
Suite 1555
Portland OR 97205
Please Frequent

Reference Numbers of Related Documents
SNOHOMISH COUNTY, WASHINGTON

Grantor: Chevron U.S.A. Inc., a Pennsylvania corporation
Grantee: Paramount of Washington, Inc., a Washington corporation

Abbreviated Legal Description
Portion Southwest Quarter 35-27-3

Assessor’s Property Tax Parcel Account Number(s): 270335-003-012; 270335-003-027; 270335-003-028; 270335-003-011; 270335-003-009; 270335-003-010

INSURED BY
CHICAGO TITLE
CT 5300438A

STATUTORY WARRANTY DEED
Chevron U.S.A. Inc., a Pennsylvania corporation ("Grantor"), for valuable consideration paid, conveys and warrants to Paramount of Washington, Inc., a Washington corporation, ("Grantee"), that certain real property ("Property") free of encumbrances except as specifically set forth herein and in Exhibit "B" attached hereto and incorporated herein by reference, which Property is situated in the County of Snohomish, State of Washington, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference together with (i) all fixtures and improvements, if any, located thereon, (ii) any and all appurtenant easements or rights-of-way, and any of Grantor’s rights to use same, (iii) any and all right of ingress and egress to and from the land and any of Grantor’s rights to use same, (iv) the mineral rights owned by Grantor relating to the land, and (v) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) located within or adjacent to the boundaries of the land, (b) any and all strips, gores, or pieces of property abutting, bounding or which are adjacent or contiguous to the land (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to the land, and (d) any and all reversionary interests in and to the land. For the avoidance of doubt, Grantor hereby confirms that it is hereby conveying the Property, together with any fixtures or improvements located on the Property, to Grantee, its heirs, successors and assigns, with statutory warranty of title pursuant to the provisions of RCW 64.04.030, subject to the terms of the Purchase and Sale Agreement identified below.
By acceptance and recordation of this Deed, and without waiving or altering any rights Grantee has and any responsibilities and/or obligations Grantor and/or Grantee may have pursuant to (i) the terms and provision of that certain Purchase and Sale Agreement dated December 14, 2004 between Grantor and Paramount Petroleum Corporation ("Paramount"), or (ii) any other agreement between Grantor and Paramount, Grantee acknowledges that the Property has been used as an asphalt plant and terminal by Grantor for a number of years; such use included processing, storage and dispensing of asphalt and related hydrocarbon products, as a result of such activities, leakage or seepage of such asphalt and hydrocarbon products has occurred resulting in petroleum hydrocarbon impacted soils or groundwater contamination; Grantor’s remediation and cleanup of the Property has included treatment of petroleum hydrocarbon impacted soils and the removal of both above-ground and under-ground petroleum product storage tanks, environmental problems may be encountered in construction or excavation of the Property that may then require Grantee to comply with governmental regulations or laws and safety precautions; the Property may contain burned debris, equipment and pipelines, the locations of which may not be determined, and Grantor may not have obtained all of the requisite information to determine the exact nature or condition of the Property to know the effects such use has had on the physical condition of the Property.

By acceptance and recordation of this Deed, Paramount and Grantee agree, for each of themselves, and as notice to their respective successors and/or assigns, that except as provided in (i) that certain Environmental Responsibilities Agreement between Grantor and Paramount relating to the Property, a memorandum of which is recorded concurrent herewith, (ii) that certain Purchase and Sale Agreement dated December 14, 2004, between Grantor and Paramount relating to the Property, and (iii) RCW § 64 04 030 relating to statutorily imposed deed covenants:

(a) Grantor is transferring to the Grantee those responsibilities and liabilities related to any and all environmental contamination on the Property as identified in the Environmental Responsibilities Agreement entered into in connection herewith;

(b) Except for the warranty of title herein, Grantee is acquiring the Property "AS IS" and "WITH ALL FAULTS" and without any representations or warranties whatsoever, express or implied, with full knowledge of its prior use,

(c) Paramount and Grantee, for each of themselves, and for their successors and/or assigns, hereby release Grantor from any and all liability on account of the condition of the Property, including, without limitation, any and all liability resulting from the existence of motor fuel hydrocarbon or other environmental contamination on the Property;

(d) Paramount and Grantee, for each of themselves, and for their respective successors and/or assigns, but not subsequent owners of all or any portion of the Property who are not Related Parties (as defined in the Environmental Responsibilities Agreement) of Paramount or Grantee hereby agree to defend, indemnify and hold Grantor harmless from any claims, judgments, or liabilities with respect to subsections (a) through (f) contained herein. Notwithstanding anything to the contrary contained herein, it is hereby understood
that except for the indemnity obligations set forth in subsection (e) below, subsequent owners of all or any portion of the Property who are not Related Parties of Paramount or Grantee, shall not be responsible for and shall not in any way be liable for the indemnity obligations set forth in this subsection (d), it being further understood by the parties hereto that subject to the terms hereinabove, such responsibility shall continue to be that of Paramount and Grantee hereunder;

(e) No successor and/or assign, of Paramount or Grantee or subsequent owner of all or any portion of the Property, shall be entitled to assert any right or claim against Grantor that is not in accordance with the foregoing terms of this Statutory Warranty Deed (and if any such successor and/or assign or subsequent owner should assert any such right or claim, such successor and/or assign, or subsequent owner, as the case may be, shall be obligated to fully indemnify and defend Grantor, its successors and/or assigns, against any costs, loss and expense that Grantor, its successors and/or assigns, shall suffer as a result of any such assertion), and

(f) Grantee for itself, and for its successors and/or assigns, hereby covenants and agrees that the Property shall not be used, now or at any time in the future, in whole or in part, for any of the following uses:

1. Any use involving single or multi-family residential occupancy, temporary overnight occupancy (including hotels, motels, camps, campgrounds or any other lodgings), school, day care, public recreation or hospital use,

2. Any use that would conflict with or disturb the integrity of any petroleum hydrocarbon remediation or monitoring equipment or stormwater drainage system located on the Property or dredging that would disturb sediments on the coastal boundary of the Property, without the prior written consent of Grantor, such consent not to be unreasonably withheld, conditioned or delayed, or

3. Any use of groundwater at the Property, by extraction through wells or by other means, which use involves consumption or non-consumptive use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with (i) any temporary dewatering activities related to the installation of sewers or utilities, roads, streets, drives, and/or industrial facilities at the Property, or (ii) remediation activities. If groundwater is extracted, it shall not be used for any consumptive purposes whatsoever.

The above prohibited uses shall be referred to collectively as the “Restricted Uses.” Grantee hereby acknowledges Grantor’s stipulation that the Restricted Uses shall run with the land and be binding upon Grantee’s successors and/or assigns and all subsequent owners of all or any portion of the Property. Grantee hereby acknowledges Grantor’s representations that this deed restriction is imposed out of an abundance of caution, because a portion of the Property was formerly used as an asphalt processing plant and petroleum fuel terminal for a number of years, and at the time of this conveyance, hydrocarbons may be present at various locations in the soil and groundwater.
(g) The Restricted Uses shall not apply to the Property, or the applicable subdivided portion of the Property, if

(i) Grantee, its successors and/or assigns, can establish that there are no petroleum hydrocarbons in the soil or groundwater of the Property, or the applicable subdivided portion of the Property, or

(ii) Grantee, its successors or assigns, can establish that the contaminated soils or groundwater of the Property, or the applicable subdivided portion thereof, are remediated to the levels that the federal, state or local governmental entity, responsible for environmental and public health matters, and with jurisdiction over the Property, deems in writing or by court order to be adequate for the Property to be developed for any of the Restricted Uses; or

(iii) the Washington State Department of Ecology ("WDOE"), or the successor thereto, determines in writing pursuant to applicable law or by court order, that it is not necessary to restrict use of all or a portion of the Property because no further remediation is required with respect to the Restricted Uses (this determination shall be based upon an investigation that identifies contaminants that might result in exposure from the Restricted Uses and a risk assessment utilizing risk assessment methodology in place at the time of application to the WDOE).

Grantee, its successors and/or assigns as applicable, shall furnish Grantor, its successors and/or assigns, with written notice promptly upon the initiation of any process relating to the removal of the Restricted Uses. All notices required or permitted to be given hereunder shall be in writing and mailed using the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either Grantor or Grantee, or their respective successors and/or assigns, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provisions shall be deemed received three (3) days after the date of mailing thereof.

To Grantor
Chevron U.S. A. Inc.
Attn: Marie Bonilla
6001 Bollinger Canyon Road, Rm L3310
San Ramon, CA 94583
Fax: (925) 842-8410

With a copy to: ChevronTexaco Products Company
Attn: Law Department
6101 Bollinger Canyon Road, 5th floor
San Ramon, CA 94583
Fax (925) 790-3570
To Grantee.  Paramount of Washington, Inc.
14700 Downey Avenue
Paramount, CA 90723
Attention W. Scott Lovejoy III

To Paramount  Paramount Petroleum Corporation
14700 Downey Avenue
Paramount, CA 90723
Attention W Scott Lovejoy III

All third party costs of removing the foregoing deed restrictions shall be borne by the party seeking such removal, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, subject to the Environmental Responsibilities Agreement. Grantor, its successors and assigns, shall cooperate in good faith in the removal of such restrictions if and when the said conditions for removal have been met. The foregoing deed restriction shall run with the land and be binding on Grantee and its successors and assigns.

Notwithstanding anything to the contrary hereon, it is understood by the parties hereto that Paramount is not taking title to or interest in any of the Property. This Statutory Warranty Deed is entered into by Paramount only for the benefit of the Grantor, its successors and assigns with respect to subsections (a) through (f) above.

DATED this 1st day of March, 2005

"Grantor":

Chevron U S A Inc,
a Pennsylvania corporation

By: ____________________________
Name: Hongyan Xun
Title: Assistant Secretary

"Grantee":

Paramount of Washington, Inc,
a Washington corporation

By ____________________________
Name __________________________
Title __________________________
To Grantee: Paramount of Washington, Inc.  
14700 Downey Avenue  
Paramount, CA 90723  
Attention. W Scott Lovejoy III

To Paramount: Paramount Petroleum Corporation  
14700 Downey Avenue  
Paramount, CA 90723  
Attention. W Scott Lovejoy III

All third party costs of removing the foregoing deed restrictions shall be borne by the party seeking such removal, including the cost of any remediation or abatement of any environmental condition of or pertaining to the Property, regardless of mechanism used and the frequency thereof, subject to the Environmental Responsibilities Agreement. Grantor, its successors and assigns, shall cooperate in good faith in the removal of such restrictions if and when the said conditions for removal have been met. The foregoing deed restriction shall run with the land and be binding on Grantee and its successors and assigns.

Notwithstanding anything to the contrary hereon, it is understood by the parties hereto that Paramount is not taking title to or interest in any of the Property. This Statutory Warranty Deed is entered into by Paramount only for the benefit of the Grantor, its successors and assigns with respect to subsections (a) through (f) above.

DATED this ______ day of ____________, 2005.

“Grantor”:
Chevron U.S.A. Inc.,
a Pennsylvania corporation

By ____________________________________
Name: __________________________________
Title: __________________________________

“Grantee”:
Paramount of Washington, Inc.,
a Washington corporation

By,  [Signature]
Name: W Scott Lovejoy III
Title: CEO
STATE OF CA
COUNTY OF Contra Costa

I certify that I know or have satisfactory evidence that

Hongyang Xu

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Assistant Secretary of CHEVRON U.S.A., INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.


[Seal or Stamp]

Notary Public in and for the State of CA
Printed Name: Simon Lee
My appointment expires: Apr 11, 2006

STATE OF _____________
COUNTY OF _____________

I certify that I know or have satisfactory evidence that

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the ______________________ of PARAMOUNT OF WASHINGTON, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated __________________, 2005.

Notary Public in and for the State of _____________
Printed Name: _______________________
My appointment expires: _______________
STATE OF __________

COUNTY OF __________

I certify that I know or have satisfactory evidence that __________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the __________ of CHEVRON U.S.A., INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated. __________, 2005.

Notary Public in and for the State of __________
Written Name: __________________________________

[Seal or Stamp]
My appointment expires: __________

STATE OF __________

COUNTY OF __________

I certify that I know or have satisfactory evidence that __________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the __________ of PARAMOUNT OF WASHINGTON, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated. __________, 2005

see attached certificate

Notary Public in and for the State of __________
Written Name: __________________________________

[Seal or Stamp]
My appointment expires: __________
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On Feb. 26, 2005 before me, Eva C. Bailey Notary Public personally appeared W. Scott Lovejoy III

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Statutory Warranty Deed
Document Date: None
Number of Pages: 

Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer(s)

☐ Individual
☒ Corporate Officer
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other

Signer is Representing

Paramount
Washington, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Prod No 5907
Reorder Call Toll Free 1 800-876-0827
EXHIBIT A
TO THE
STATUTORY WARRANTY DEED
[See Attached Description]
EXHIBIT "A"
5300438A

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH CORNER OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54' 45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED;

THENCE NORTH 76° 34' 18" WEST 657.50 FEET;

THENCE SOUTH 0° 12' 17" WEST, 193.15 FEET;

THENCE NORTH 87° 02' 52" WEST, 381.34 FEET;

THENCE NORTH 75° 41' 33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDELANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTHWEST QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1339.68 FEET WEST OF SAID QUARTER SECTION CORNER;

THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID
MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND
ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54
FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3,
EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY
CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DEED ENTERED IN
SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN
ECK, PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID
VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A
POINT IN THE SAID WESTERLY LINE OF SAID SHATTLE & MONTANA RAILWAY
COMPANY'S RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE
POINT OF BEGINNING;
TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF,
ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT
LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DRED RECORDED UNDER
AUDITOR'S FILE NUMBER 758460.
EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, Lying
NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE
BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH
BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF
SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID
SECTION;
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE
272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HERIN
DESCRIBED;
THENCE NORTH 76° 34'18" WEST 657.50 FEET;
THENCE SOUTH 41° 12'17" WEST 133.15 FEET;
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND
THE TERMINUS OF THE LINE HERIN DESCRIBED.

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44
OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS
TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON
ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF
EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID
PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS; (THE BEARINGS OF THIS
PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH
ZONE, MAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;
THENCE SOUTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE MASTERY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE DURINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREAFTER KNOWN AS POINT "A";
THENCE ALONG SAID MASTERY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1362.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHERCENTLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525.40 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;
THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.25 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERN MASTERY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE;
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE;
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 730.95 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'55" AN ARC DISTANCE OF 85.63 FEET;
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215.

PARCEL F:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESIGNED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°21′27″ EAST 247.50 FEET;
THENCE NORTH 89°00′ WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO
ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264,
1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED
TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR’S
FILE NUMBER 81850;
THENCE NORTH 89°00′ WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN
TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;
THENCE SOUTH 44°57′35″ EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO
A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE
DESCRIBED;
THENCE SOUTH 89°00′ EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES Lying EASTERLY OF THE WESHERLY
LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY’S RIGHT OF WAY, NOW KNOWN
AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY
DEEDS RECORDED UNDER AUDITOR’S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF,
ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED
BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR’S FILE NUMBER 759480.

PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH,
RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP
ON FILE IN OBLINIA, WASHINGTON ENTITLED "PLAT OF TIDELANDS OF THE
FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN
STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN
AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED
UNDER AUDITOR’S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL
TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS
PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER
CORNER ON THE SOUTH LINE OF SAID SECTION.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
EXHIBIT B
TO THE
STATUTORY WARRANTY DEED

1 RIGHT GRANTED TO SEATTLE & MONTANA RAILWAY COMPANY TO GO UPON LAND ADJACENT TO SAID RAILWAY AND CUT DOWN ALL TREES DANGEROUS TO THE OPERATION OF SAID RAILWAY AS GRANTED IN DEEDSRecorded UNDER AUDITOR' FILE NUMBERS 5277 AND 5662
AFFECTS ALL PARCELS

2 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY, RECORDED UNDER RECORDING NUMBER 127046
AFFECTS PARCEL G

3 EASEMENT AND THE TERMS AND CONDITIONS THEREOF
GRANTEE GREAT NORTHERN RAILWAY COMPANY, A MINNESOTA CORPORATION
PURPOSE A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A RAILROAD TRACK
AREA AFFECTED AS PICTURED THEREIN
RECORDED JULY 31, 1915
RECORDED NUMBER 213070
AFFECTS ALL PARCELS
THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREIN DESCRIBED

4 UNRECORDED EASEMENT FOR OVERHEAD LINE OF POLES ON A SOUTHERLY PORTION OF PARCEL E AS DISCLOSED BY EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 433520 GRANTED TO PUGET SOUND POWER & LIGHT COMPANY ON PROPERTY ADJACENT TO PARCEL E

5 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY, RECORDED UNDER RECORDING NUMBER 499310
RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS, SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, PLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE
AFFECTS PARCEL G
6 EASEMENT AND THE TERMS AND CONDITIONS THEREOF
GRANTEE GREAT NORTHERN RAILWAY COMPANY
PURPOSE RAILWAY TRACK OR TRACKS
AREA AFFECTED PORTION OF PARCEL A
RECORDED AUGUST 31, 1939
RECORDING NUMBER 655816

7 EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON WHEREBY THE GRANTOR EXCEPTS AND RESERVES A OIL, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, DEVELOPING AND WORKING THE SAME AND PROVIDING THAT SUCH RIGHTS SHALL NOT BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY RECORDED UNDER RECORDING NUMBER 758480

RIGHT OF STATE OF WASHINGTON OR ITS SUCCESSORS SUBJECT TO PAYMENT OF COMPENSATION THEREFOR, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS AND OTHER PRODUCTS FROM THIS AND OTHER PROPERTY, AS RESERVED IN DEED REFERRED TO ABOVE

AFFECTS PARCELS D, E AND F

8 EASEMENT AND THE TERMS AND CONDITIONS THEREOF
GRANTEE PUBLIC UTILITY DISTRICT NO 1 OF SNOHOMISH COUNTY
PURPOSE UNDERGROUND MID OVERHEAD ELECTRIC TRANSMISSION AND DISTRIBUTION LINE
AREA AFFECTED THAT PORTION OF A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN IN SAID EASEMENT
RECORDED MARCH 18, 1985
RECORDING NUMBER 8503180060
AFFECTS PORTION OF PARCEL E

9 EASEMENT AND THE TERMS AND CONDITIONS THEREOF
GRANTEE OLYMPIC VIEW WATER & SEWER DISTRICT
PURPOSE WATER MAINS AND APPURTENANCES THERE TO AND FOR OTHER UTILITIES
AREA AFFECTED PORTION OF PARCEL E
RECORDED JUNE 12, 1992
RECORDING NUMBER 9206120018
MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING NUMBER 9312150516, AS FOLLOWS  
A  UNRECORDED EASEMENT FOR SPUR TRACKS  
B  TWO RAMPS CROSSING RAILROAD RIGHT OF WAY  
AFFECTS  D, E, F, AND G  

MATTERS DISCLOSED BY SURVEY RECORDED UNDER RECORDING N 9408035005, IN VOLUME 43 OF SURVEYS, PAGE 101, AS FOLLOWS  
A  FOUR SEPARATE PORTIONS OF BED AND TIDELANDS BEING LEASED FROM THE STATE OF WASHINGTON  
B  ENCROACHMENT OF WHARF AND DOCK EXTENDING ONTO LEASED AREAS NOT A SUBJECT OF THIS COMMITMENT  
C  QUESTION OF OWNERSHIP OF DOLPHIN LYING WESTERLY OF THE INNER HARBOR LINE  
AFFECTS  PARCELS A, D, AND E  

QUESTION OF LOCATION OF LATERAL BOUNDARIES OF SAID SECOND CLASS TIDELANDS OR SHORELANDS  
AFFECTS  PARCELS D, E, F AND G  

ANY QUESTION OF LOCATION IN BOUNDARIES OF SUBJECT PROPERTY OF THE SECOND CLASS AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR’S FILE NUMBERS 127046, 499310 AND 758480  
AFFECTS  PARCELS D, E, F AND G  

ANY PROHIBITION OR LIMITATION OF USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY PORTION WHICH IS NOW OR HAS BEEN FORMERLY COVERED BY WATER  
AFFECTS  PARCELS A, D, E, F AND G  

PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER  
AFFECTS  PARCELS A, D, E, F AND G  

EASEMENT AND THE TERMS AND CONDITIONS THEREOF  
GRANTEE  OLYMPIC VIEW WATER AND SEWER DISTRICT  
PURPOSE  WATER MAINS AND APPURtenances  
AREA AFFECTED  PARCEL E  
RECORDED  MARCH 29, 1996  
RECORDING NUMBER  9603290025
AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

BETWEEN

CHEVRON USA, INC., A PENNSYLVANIA CORPORATION

AND

LAWRENCE MICHAEL INVESTMENTS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

RECORDED

NOVEMBER 10, 1999

RECORDING NUMBER

199911100667

REGARDING

EASEMENT FOR STORM DRAIN AND UTILITY PURPOSES

AFFECTS

PARCELS D AND E
MEMORANDUM OF ACCESS RIGHTS

Grantor: PARAMOUNT OF WASHINGTON, INC., a Washington corporation

Grantee: BANK OF AMERICA, N.A., in its capacity as agent

Legal Description: Official legal description on Exhibit A

Assessor's Tax Parcel ID#: 270335-003-012-00, 270335-003-027-00, 270335-003-028-00, 270335-003-011-00, 270335-003-009-00, 270335-003-010-00

Reference #: NONE
MEMORANDUM OF ACCESS RIGHTS

THIS MEMORANDUM OF ACCESS RIGHTS (this "Memorandum") is made and entered into as of the 1st day of March, 2005 between PARAMOUNT PETROLEUM CORPORATION, a Delaware corporation ("Borrower") PARAMOUNT OF WASHINGTON, INC., a Washington corporation ("Grantor"), and BANK OF AMERICA, N.A., in its capacity as agent ("Bank Agent") for the lenders from time to time party to the Bank Credit Agreement (defined below).

RECATALS

A. Pursuant to that certain Credit Agreement dated as of December 18, 2003 by and among Borrower, Bank Agent, the lenders (the "Bank Lenders") party thereto from time-to-time (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Bank Lenders have agreed to make certain financial accommodations available to Borrower. Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement.

B. Pursuant to that certain Security Agreement dated as of December 18, 2003 by and between Borrower and Bank Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Borrower Security Agreement"), Borrower has granted a lien and security interest in certain of its real and personal property (collectively, the "Borrower Collateral") to Bank Agent as security for Borrower's obligations under the Credit Agreement. The Credit Agreement, the Borrower Security Agreement and the other documents executed in connection with the transactions contemplated by the Credit Agreement are hereinafter collectively referred to as the "Borrower Loan Documents".

C. Concurrently herewith, the Bank Agent and the Borrower have executed and entered into that certain Second Amendment to Credit Agreement (the "Second Amendment"), which provides, among other things, for an increase in the Total Facility available to the Borrower under the terms of the Credit Agreement from $100,000,000 to $120,000,000 on the terms and conditions set forth therein.

D. In connection with, and as required by the Second Amendment, the Grantor has executed that certain Guaranty Agreement dated concurrently herewith (the "Guaranty") Pursuant to and subject to the terms of the Guaranty, the Grantor
unconditionally, irrevocably, and absolutely guarantees the prompt and full payment and performance of the Obligations (as such term is defined in the Credit Agreement) of the Borrower when due and at all times thereafter.

E In order to secure performance under the Guaranty, induce the Lenders to enter into the Second Amendment and continue to make Revolving Loans and issue Letters of Credit as provided for in the Credit Agreement, Grantor agreed to enter into certain security instruments, including that certain Deed Of Trust With Power Of Sale, Assignment Of Leases And Rents, Security Agreement, Fixture Filing And Financing Statement ("Deed of Trust") dated as of March 1, 2005, made for the benefit of Bank Agent, which Deed of Trust encumbers the real property described on Exhibit A attached hereto (the "Premises").

F Pursuant to that certain Security Agreement dated as of March 1, 2005 by and between Borrower and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, "Grantor Security Agreement"), Grantor has granted a lien and security interest in certain of its personal property (collectively, the "Grantor Collateral") to Bank Agent as security for Grantor's obligations under the Guaranty. The Borrower Loan Documents, the Guaranty, the Deed of Trust, the Grantor Security Agreement and the other documents executed in connection with the transactions contemplated thereby are hereinafter collectively referred to as the "Bank Loan Documents". The Borrower Collateral and the Grantor Collateral are hereinafter collectively referred to as the "Collateral".

G Grantor is or intends to be party to other agreements, instruments and documents evidencing and relating to certain other indebtedness that Grantor has incurred or intends to incur with certain other lenders (collectively, the "Term Lenders"), including without limitation, a deed of trust (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Term Deed of Trust") encumbering the Premises. The beneficiary under the Term Deed of Trust is herein called the "Term Agent".

H The Term Agent and the Bank Agent are or intend to be parties to an Intercreditor Agreement (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Intercreditor Agreement") governing, among other things, the respective rights and obligations of the Bank Agent and the Term Agent to use the Premises. Grantor has or intends to acknowledge and consent to the terms of the Intercreditor Agreement.
I. Pursuant to the Bank Loan Documents, Borrower and Grantor have provided to Bank Agent and the Bank Lenders, certain access rights (the “Access Rights”) to the Premises, which rights may be exercised as provided for in the Bank Loan Documents. Subject to the terms of the Bank Loan Documents, such Access Rights include, without limitation, the right to enter into the Premises for the purpose of completing the production of, selling, assembling, using, processing, collecting, enforcing and realizing upon the Collateral.

J. Pursuant to the Bank Loan Documents, Borrower and Grantor have licensed to Bank Agent, certain proprietary rights, including without limitation, Grantor’s rights in licenses, franchises, permits, patents, patent rights, copyrights, trademarks, service marks, trade names and trade styles (collectively, the “Proprietary Rights”), which Proprietary Rights permit Bank Agent to enforce all liens held by Bank Agent upon the Collateral and to complete the production, sale, assembling, use and processing of, and for the further purpose of collecting, enforcing and realizing upon, the Collateral.

K. The parties desire hereby to give record and constructive notice of the foregoing.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The foregoing Recitals are true and correct.

2. Declaration of Memorandum. The undersigned declare that they have entered into the Bank Loan Documents. This instrument is a memorandum thereof, and the Bank Credit Agreement and the Bank Security Agreement are incorporated herein by this reference with the same effect and as though set forth herein in its entirety. No term or provision hereof shall be deemed to limit or control the terms or provisions of the Bank Loan Documents and the failure to refer to any specific provision of the Bank Loan Documents in this Memorandum may not be construed as a waiver by Bank Agent or the Bank Lenders of the rights and benefits of such provision. Any party wishing to determine the exact nature and extent of Bank Agent’s and the Bank Lenders’ rights under the Bank Loan Documents should and must consult the terms and provisions thereof which shall prevail in the event of any inconsistency herewith. The grant of Access Rights and license of Proprietary Rights are further supplemented by the rights of Bank Agent and the Bank Lenders as secured creditors of the Borrower and Grantor under applicable law.

3. Covenant. It is the intention of the parties that the Access Rights create and constitute a covenant running with the land, which covenant is memorialized by this Memorandum, and that any subsequent owner or mortgagor of the Premises (including the Term Lenders, the Term Agent and its and their successors and assigns under the Term Deed of Trust) or any other person or entity acquiring any interest in or to

MEMORANDUM OF ACCESS RIGHTS (Bank of America)
the Premises take its interest in the Premises subject to such Access Rights and the Proprietary Rights, provided, however, that as between the Term Agent and the Bank Agent, the use of the Access Rights and the Proprietary Rights are and shall be at all times subject to the Intercreditor Agreement.

4 **Termination.** This Memorandum shall automatically terminate and shall be of no further force or effect upon (a) the termination of the Credit Agreement upon the irrevocable and unconditional payment in full in cash of all obligations and liabilities of Borrower under and in connection with the Credit Agreement, or (b) as earlier provided by the Intercreditor Agreement. Upon written request of Grantor, and at the sole cost and expense of Grantor, Bank Agent shall execute any documents reasonably required to evidence such termination.

IN WITNESS WHEREOF, the parties have executed this Memorandum made effective on the day and year first above written.

**BORROWER**

PARAMOUNT PETROLEUM CORPORATION

By

Name: Craig H. Studwell
Title: Senior Vice President

“GRANTOR”

PARAMOUNT OF WASHINGTON, INC

By.

Name: Craig H. Studwell
Title: Senior Vice President

MEMORANDUM OF ACCESS RIGHTS (Bank of America)
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

} ss

On February 25, 2005, before me, Omelia M Chan, personally appeared Craig H Studwell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal

Signature of Notary Public
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

On February 25, 2005, before me, Omelia M Chan, personally appeared Craig H. Studwell, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary Public
"AGENT"

BANK OF AMERICA, N.A., as Agent

By                      

Name: Kevin R. Kelly
Title: Senior Vice President
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On February 25, 2005, before me, Frances Salinas, personally appeared Kevin R. Kelly, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

FRANCES SALINAS
Commission # 1413740
Notary Public - California
Los Angeles County
My Comm. Expires Apr 26, 2007

Signature of Notary Public
EXHIBIT A
EXHIBIT "A"
5300438A

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORrnern, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "FLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOWMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;

THEENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREBIN DESCRIBED;

THEENCE NORTH 76° 34'18" WEST 657.50 FEET;

THEENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THEENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THEENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREBIN DESCRIBED.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDELANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'FLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORrnern RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;

THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID
MEANDER LINE BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DEEDS ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK, PLAINTIFF VS. DANIEL HINDE (ET AL) DEFENDANTS;
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR SUBTENDING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DÍED AND RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HERIN DESCRIBED;
THENCE NORTH 76° 34'18" WEST 657.50 FEET;
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HERIN DESCRIBED.

PARCEL B:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDELANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCH NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED);
THENCH NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION;
THENCH SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;
THENCH SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;
THENCH SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;
THENCH SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;
THENCH SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;
THENCH NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;
THENCH NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;
THENCH NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;
THENCH SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;
THENCH NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERNLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREIN AFTER KNOWN AS POINT "A";
THENCH ALONG SAID EASTERNLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;
THENCH NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCH NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'12" AN ARC DISTANCE OF 525.40 FEET;
THENCH NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;
THENCH NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;
THENCH SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT A POINT SAID POINT "A";
THENCH NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE WESTERNLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;
THENCH CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT SURVEY LINE;
THENCH SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;
THENCH NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 6 OF EDMONDS TIDE LANDS;
THENCH NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;
THENCH SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID SURVEY LINE;
THENCH SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;
THENCH SOUTH 88°33'35" EAST A DISTANCE OF 710.05 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;
THENCH SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET;
THENCH SOUTH 05°29'24" EAST A DISTANCE OF 213.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR FILE NUMBER 200405180215.

PARCEL Y;

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THEN NORTH 0°21'27" EAST 247.50 FEET;
THEN NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO
ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264,
1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THEN NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED
TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S
FILE NUMBER 81850;
THEN NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN
TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;
THEN SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO
A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE
DESCRIBED;
THEN SOUTH 89°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERNLY OF THE WESTERLY
LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN
AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY
DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF,
ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL E, AS CONVEYED
BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

PARCEL Q:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH,
RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP
ON FILE IN OLYMPIA, WASHINGTON Entitled "PLAN OF TIDAL LANDS OF THE
FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN
STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN
AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED
UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL
TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS
PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER
CORNER ON THE SOUTH LINE OF SAID SECTION.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
Chicago Title Insurance Company
3030 Hoyt Avenue, Everett, Washington 98201

DOCUMENT TITLE(s)
ASSIGNMENT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page of document

GRANTOR(s):
CHEVRON USA INC

GRANTEE(s):
PARAMOUNT OF WASHINGTON, INC, A WASHINGTON CORPORATION

LEGAL DESCRIPTION
Section 35 Township 27 Range 3

☐ Additional legal description is on pages 4, 5, 6, 7 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
270335-003-027-00, 270335-003-008-00, 270335-003-011-00, 270335-003-012-00
ASSIGNMENT

The undersigned hereby assigns, sets over and transfers to Paramount of Washington, Inc., a Washington corporation ("POW"), all of the undersigned’s right, title and interest in and to the following agreements relating to the real property described on Exhibit A attached hereto and incorporated herein by reference as if fully set forth:

1. Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to the undersigned, a copy of which is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth,

2. Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to the undersigned, a copy of which is attached hereto as Exhibit C and incorporated herein by reference as if fully set forth herein

POW accepts the foregoing assignment and assumes and agrees to perform all obligations imposed on the undersigned by the foregoing described agreements in accordance with POW’s obligations under the Purchase and Sale Agreement between the undersigned and Paramount Petroleum Corporation dated December 14, 2004.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 1st day of March, 2005.

CHEVRON U.S.A INC.  PARAMOUNT OF WASHINGTON, INC.

By: ___________________________  By: ___________________________
Title: Assistant Secretary  Title: Senior Vice President
STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I certify that I know or have satisfactory evidence that

[Signature]

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the [Title] of [Company Name] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 1, 2005.

[Notary Seal]

P.E. PRIMUS
COMM #1413306
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
My Comm Expires May 21, 2007

Notary Public in and for the State of California
Printed Name: P.E. PRIMUS
My appointment expires: May 21, 2007

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I certify that I know or have satisfactory evidence that

[Signature]

is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the [Title] of [Company Name] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 1, 2005.

[Notary Seal]

P.E. PRIMUS
COMM #1413306
NOTARY PUBLIC-CALIFORNIA
CONTRA COSTA COUNTY
My Comm Expires May 21, 2007

Notary Public in and for the State of California
Printed Name: P.E. PRIMUS
My appointment expires: May 21, 2007
EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 6220, A DISTANCE OF 1708 20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 22° 54’ 45” WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,

THENCE NORTH 76° 34’ 18” WEST 657 50 FEET;

THENCE SOUTH 0° 12’ 17” WEST, 193 15 FEET,

THENCE NORTH 87° 02’ 52” WEST, 381 34 FEET,

THENCE NORTH 75° 41’ 33” WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL D:


BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC.), A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02’39” EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748 00 FEET AND NORTH 89°30’46” WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381 93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION,

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560 46 FEET NORTH AND 1393 68 FEET WEST OF SAID QUARTER SECTION CORNER;

THENCE NORTH 89°30’46” WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695 97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE EASTERNLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS,

THENCE NORTH 46°58’20” WEST ALONG SAID MEANDER LINE 147.44 FEET;
THENCE NORTH 89°30'46" WEST 163 21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86 16 FEET TO AN ANGLE
POINT IN SAID LINE,
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE
WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE
POINT IN SAID LINE;
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE
LANDS, 359 62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J. C.
VAN ECK TRACT, AS ESTABLISHED BY DECREE ENTERED IN SNOHOMISH COUNTY TITLE
REGISTRATION CAUSE NO 5, ENTITLED J C. VAN ECK, PLAINTIFF VS DANIEL HINES
(ET AL) DEFENDANTS;
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK
TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986.73 FEET, TO A POINT IN THE
SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT
OF BEGINNING;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO,
OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED
BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER
758480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING
NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON
NORTHERN RAILROAD DISTANT 1708 2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID
SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE
SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272 27 FEET
TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,
THENCE NORTH 76° 34'18" WEST 657.50 FEET;
THENCE SOUTH 0° 12'17" WEST, 193 15 FEET;
THENCE NORTH 87° 02'52" WEST, 381 34 FEET,
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE
TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL E:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF
COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE
LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF
TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35,
TOWNSHIP 27, RANGE 3 EAST, W.M., SAID PARCEL MORE PARTICULARLY DESCRIBED AS
FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON
COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION
A DISTANCE OF 991.97 FEET (60 RODS BY DEED);
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF
BEGINNING OF THIS PARCEL DESCRIPTION,
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET.
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490 27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW;
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34 70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34 70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO THE EASTERALY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREAFTER KNOWN AS POINT "A";
THENCE ALONG SAID EASTERALY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 05°29'24" WEST A DISTANCE OF 153 31 FEET;
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382 70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°46'17" AN ARC DISTANCE OF 525 40 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1 50 FEET;
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265 00 FEET,
THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291 15 FEET TO THE POINT OF BEGINNING,
TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A";
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107 79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414 54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE,
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14 77 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240 88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS,
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551 68 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 150 05 FEET TO SAID MEANDER LINE;
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147 44 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710 05 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004 93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT,
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85 63 FEET,
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING;

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215.

PARCEL F

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M.; DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°21'27" EAST 247 50 FEET,
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264,
1100 27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO
NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER
81850;
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA
COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A
POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE
DESCRIBED,
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERNLY LINE OF
THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON
NORTHERN, INC., A DELAMARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER
AUDITOR'S FILE NUMBERS 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO,
OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF
WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480

PARCEL G

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3
EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN
OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE
TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO
SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A
DELAMARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND
SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE
SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35
THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
EXHIBIT B

Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California
Light Products Bridge Easement

AGREEMENT, made this 24th day of September, 1965, between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, hereinafter called the "Railway Company", and STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, hereinafter called the "Oil Company",

WITNESSETH:

The Railway Company, in consideration of the covenants herein stipulated to be observed and performed by the Oil Company, has granted and does hereby grant unto the Oil Company upon the conditions hereinafter set forth license and permission to construct and during the continuance of this agreement to maintain an overhead bridge over the tracks of the Railway Company at a point near Richmond Beach, Washington, as shown colored red on the print hereto attached, marked Exhibit "A" and made a part hereof.

The foregoing grant is expressly conditioned upon the performance by the Oil Company of, and in consideration of said grant the Oil Company agrees to perform, all and singular the following covenants and conditions, to-wit:

1. The Oil Company shall construct and maintain said overhead bridge at its own sole cost and expense in all respects in conformity with the said plan, Exhibit "A", and in strict accordance with plans and specifications which shall be first approved by the Chief Engineer of the Railway Company. Said structure shall be constructed so that there will be a
vertical clearance of at least 23 feet and horizontal clearances as indicated on Exhibit "A". In case greater clearances than those above provided shall be required at any future time by any public authority having jurisdiction thereof the Oil Company will, at its own cost and expense, make such changes in said overhead bridge and in the supports thereof as may be necessary to secure such additional clearance.

2. The Oil Company shall do all the work connected with the construction of the said overhead bridge at its sole expense and under the supervision and to the satisfaction and approval of the Chief Engineer of the Railway Company.

3. The Railway Company shall have and retain the right to lay, maintain and operate within the limits of its present right of way at said crossing any additional track or tracks as it may require and elect and to change the grade and location of its roadbed and tracks at such point as its convenience may require. If at any time the Railway Company shall elect to lay, within the limits of its present right of way at said point any additional track or tracks or to change the location or elevation of its roadbed and tracks thereat, the Oil Company shall and will, at its own cost and expense, upon the request of the Railway Company, and upon reasonable notice, make all necessary changes in said overhead crossing and the supports thereof to accommodate
such additional track or tracks or such changes in the grade or location of such tracks.

4. The Oil Company shall not do or suffer to be done anything which shall in any manner materially impair the usefulness of the existing tracks of the Railway Company at said point of crossing, or of any track or tracks which may hereafter be constructed by the Railway Company upon its right of way at said point. The Oil Company shall notify the Railway Company a sufficient time in advance whenever construction or maintenance work is to be performed adjacent to the Railway Company's tracks to enable the Railway Company to furnish flagmen and such other protective services as may be necessary to ensure safety of railway operations and the Railway Company shall have the right at the cost of the Oil Company to furnish all such flagging or protective services as in its judgment is necessary.

5. The Oil Company shall, before any construction is begun, pay to the Railway Company Five Thousand Three Hundred Seventy-seven ($377) Dollars, which is the agreed cost to the Railway Company for rearranging its facilities, including communications and signal lines, so as to accommodate the construction of the said overhead bridge.

6. The Oil Company shall and hereby does release and discharge the Railway Company of and from any
and all liability for damage to or destruction of the overhead bridge or any other property of the Oil Company upon the premises of Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall assume, and hereby does assume, all risk of and liability for any and all injury to or death of persons while upon the right of way of the Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall and hereby does further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damages, recoveries, judgments, costs, expenses or other charges and demands on account of injury to or death of one or more persons, or damage to or destruction of the property of one or more persons, resulting from or during the construction, existence, maintenance, change of location, use or removal of the overhead bridge. The Oil Company further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against the Railway Company on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against Railway Company in any such suit or action. The liability assumed by Oil Company herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railway Company may arise in whole or in part out of the
7. The Oil Company shall obtain and keep in full force and effect during the term of this license, at its own cost and expense, a policy of Railroad Protective Liability Insurance naming Railway Company as the insured. Said policy shall protect Railway Company against liability for bodily injury sustained by any person (including Railway Company's employees), Oil Company, or by any of Oil Company's employees, arising out of work done by Oil Company on Railway Company's right of way; against liability for property damage, for injury to or destruction of property arising out of Oil Company's activities upon Railway Company's right of way; against physical damage to Railway Company's property, including but not limited to rolling stock and their contents, mechanized construction equipment or motive power equipment arising out of Oil Company's activities upon Railway Company's right of way, provided such property is owned by Railway Company or is leased or entrusted to it under a lease or trust agreement. The limits of said policy shall not be less than $250,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of $500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
and not less than $250,000 for all damages arising out of
injury to or destruction of property in any one accident, and
subject to that limit for any one accident, a total limit of
$500,000 for all damages arising out of injuries to or
destruction of property during the policy period. Said insur-
ance policy shall be executed by a corporation qualified to
write the same in the State of Washington, in form and
substance satisfactory to Railway Company; and shall be delivered
to and approved by Railway Company prior to the entry upon
or use of its property by the Oil Company.

8. If the Oil Company shall at any time abandon
the use of said overhead bridge or shall cease to use the same
for a period of one year or more, this agreement and all the
rights and privileges herein granted to the Oil Company shall
cease and terminate, and the Oil Company shall thereupon at
its own cost and expense remove the said overhead bridge
from the right of way and from over the tracks of the Railway
Company, and if it shall fail to do so promptly upon demand,
the Railway Company may remove the same and the Oil Company
will reimburse the Railway Company for all expenses thereby
incurred. The rights and privileges hereinabove granted to
the Oil Company shall likewise cease and become void unless
said overhead bridge is constructed by the Oil Company within
one year from the date hereof.

9. Any waiver at any time by the Railway Company
of a breach of any condition of this agreement shall extend
only to the particular breach so waived, and shall not impair nor affect the existence of such condition or the right of the Railway Company, its successors or assigns, thereafter to avail itself of such condition and of any subsequent breach thereof.

10. The covenants, agreements and stipulations herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY

By

Vice President

Attent:

Secretary

STANDARD OIL COMPANY OF CALIFORNIA,

By

Contract Agent

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY

By

Vice President

Attent:

Secretary

STANDARD OIL COMPANY OF CALIFORNIA,

By

Contract Agent

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.
EXHIBIT C

Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company

Known as the Asphalt Plant Bridge Easement
as provided for in said unrecorded agreement
Return Address:
Douglas A. Luetjen
Karr Tuttle Campbell
1201 Third Avenue, Ste. 2900
Seattle, Washington, 98101-3028

<table>
<thead>
<tr>
<th>Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)</th>
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<tr>
<td><strong>Document Title(s)</strong> (or transactions contained therein): (all areas applicable to your document <strong>must</strong> be filled in)</td>
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<tr>
<td>ASSIGNMENT REGARDING RAILROAD TRESTLE AGREEMENTS</td>
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<tr>
<td><strong>Reference Number(s) of Documents assigned or released:</strong></td>
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<td>200503150686</td>
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<td><strong>Grantor(s)</strong> (Last name, first name, initials)</td>
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<tr>
<td>Paramount of Washington, LLC, a Delaware limited liability company</td>
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<tr>
<td><strong>Grantee(s)</strong> (Last name first, then first name and initials)</td>
</tr>
<tr>
<td>BSRSE Point Wells, LP, a Delaware limited partnership</td>
</tr>
<tr>
<td><strong>Legal description</strong> (abbreviated: i.e. lot, block, plat or section, township, range)</td>
</tr>
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<td>PORTION SOUTHWEST QUARTER OF &amp; PORTION GOVERNMENT LOT 3 &amp; GOVERNMENT LOT 4, IN 35-27-3, TOGETHER WITH LOTS 3 &amp; 4, EDMONDS TIDELANDS</td>
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<tr>
<td><strong>Assessor's Property Tax Parcel/Account Number</strong></td>
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<tr>
<td>270335-003-011-00; 270335-003-027-00; 270335-003-028-00; 270335-030-00;</td>
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<tr>
<td>270335-003-038-00; 270335-003-039-00; 270335-003-040-00</td>
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<tr>
<td>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</td>
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ASSIGNMENT REGARDING RAILROAD TRESTLE AGREEMENTS

Paramount of Washington, LLC, a Delaware limited liability company, as successor-in-interest via merger with Paramount of Washington, Inc., a Washington corporation ("Paramount"), hereby assigns, sets over, and transfers to BSRE Point Wells, LP, a Delaware limited partnership ("BSRE"), all of Paramount’s right, title and interest in and to the following agreements relating to the real property described on Exhibit A attached hereto and incorporated herein by reference as if fully set forth:

1. Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to Paramount, a copy of which is attached hereto as Exhibit B and incorporated herein by reference as if fully set forth; and

2. Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to Paramount, a copy of which is attached hereto as Exhibit C and incorporated herein by reference as if fully set forth herein.

BSRE accepts the foregoing assignment and assumes and agrees to perform all obligations imposed on Paramount by the foregoing described agreements in accordance with BSRE’s obligations under the Agreement of Sale and Purchase between BSRE and Paramount dated April 22, 2010 and executed as of May 7, 2010.

[No further text on this page.]
IN WITNESS WHEREOF, the undersigned have executed this instrument on dates set for below and is agreed shall be effective as of June 1, 2010.

BSRE POINT WELLS, L.P., a Delaware limited partnership

By: BSRE U.S.A., Inc., a Delaware corporation
Title: General Partner

By: Ze'ev Stein, President
Dated: MAR 28, 2010

PARAMOUNT OF WASHINGTON, LLC, a Delaware limited liability company

By: __________________________
Printed Name:
Title: __________________________
Dated: __________________________
STATE OF _________

COUNTY OF _________

I certify that I know or have satisfactory evidence that ___________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the ___________ of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: __________, 2010

Notary Public in and for the State of __________

Printed Name: ________________________________

My appointment expires: __________

STATE OF _________

COUNTY OF _________

I certify that I know or have satisfactory evidence that ___________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the ___________ of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: __________, 2010

Notary Public in and for the State of __________

Printed Name: ________________________________

My appointment expires: __________

#753675 v2 / 42746-011
STATE OF **Texas**
COUNTY OF **Dallas**

I certify that I know or have satisfactory evidence that Ze'ev Stein is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the sole director of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: **May 25, 2010**

[Signature]

Notary Public in and for the State of **Texas**
Printed Name: **Debra Donovan**
My appointment expires: **7-24-12**

STATE OF **_______**
COUNTY OF **_______**

I certify that I know or have satisfactory evidence that **_______** is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the **_______** of PARAMOUNT OF WASHINGTON, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: **_______, 2010**

Notary Public in and for the State of **_______**
Printed Name: **_______**
My appointment expires: **_______**
IN WITNESS WHEREOF, the undersigned have executed this instrument on dates set for
below and is agreed shall be effective as of June 1, 2010.

BSRE POINT WELLS, L.P., a Delaware
limited partnership

By: BSRE U.S.A., Inc., a Delaware corporation
Title: General Partner

By: ____________________________
Ze’ev Stein, President
Dated: ______________

PARAMOUNT OF WASHINGTON, LLC, a
Delaware limited liability company

By: ____________________________
Printed Name: Martin R. Dean
Title: Vice President
Dated: ______________
STATE OF ________________

COUNTY OF ________________

I certify that I know or have satisfactory evidence that ________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the ________________ of BSRE U.S.A., Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: __________, 2010

Notary Public in and for the State of ________________
Printed Name: ________________
My appointment expires: ________________

STATE OF Texas

COUNTY OF Dallas

I certify that I know or have satisfactory evidence that ________________ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it as the ________________ of Paramount of Washington, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 27, 2010

Wyleen Och
Notary Public in and for the State of Texas
Printed Name: Wyleen Och
My appointment expires: 10-19-2013
EXHIBIT A

Legal Description

See attached Legal Description.
EXHIBIT "A"

PARCEL A:

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708.20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREBY DESCRIBED;

THENCE NORTH 76° 34'18" WEST 657.50 FEET;

THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;

THENCE NORTH 87° 02'52" WEST, 381.34 FEET;

THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREBY DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL D:

THAT CERTAIN PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOTS 3 AND 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOTS 3 AND 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED 'PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS,' DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748.00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381.93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION;
THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST OF SAID QUARTER SECTION CORNER;
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE BEING THE WESTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDE LANDS;
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET;
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS;
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDE LANDS, 990.54 FEET TO AN ANGLE POINT IN SAID LINE;
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE LANDS, 359.62 FEET, MORE OR LESST, TO THE MOST WESTERLY CORNER OF THE J. C. VAN ECK TRACT, AS ESTABLISHED BY DEED ENTERED IN SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO. 5, ENTITLED J. C. VAN ECK PLAINTIFF VS. DANIEL HINES (ET AL) DEFENDANTS;
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK TRACT, AS ESTABLISHED IN SAID CAUSE NO. 5, 986.73 FEET, TO A POINT IN THE SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY;
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREBIN DESCRIBED;
THENCE NORTH 76° 34'18" WEST 657.50 FEET;
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET;
THENCE NORTH 87° 02'52" WEST, 381.34 FEET;
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREBIN DESCRIBED.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL E:

PARCEL 2 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 4 AND OF VACATED HEBERlein ROAD, ACCORDING TO VOLUME 44
OF COMMISSIONER'S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS
TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON
ENTITLED "FLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF
EDMONDS", ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EASY, W.M., SAID
PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS: (THE BEARINGS OF THIS
PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH
ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID
SECTION A DISTANCE OF 991.97 FEET (60 RUDS BY DEED);
THENCE NORTH 88°33'35" WEST A DISTANCE OF 943.19 FEET TO THE POINT OF
BEGINNING OF THIS PARCEL DESCRIPTION;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE WEST
MARGIN OF 11TH AVENUE SW;
THENCE SOUTH 01°11'56" WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET;
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET;
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 259.23 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 153.56 FEET, MORE OR LESS, TO
THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY
COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A
POINT HEREBINAFTER KNOWN AS POINT "A";
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND
DISTANCES: NORTH 05°29'24" WEST A DISTANCE OF 153.31 FEET;
THENCE NORTH 01°36'06" WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING
OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
21°46'17" AN ARC DISTANCE OF 525.40 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 1.50 FEET;
THENCE NORTH 24°02'46" EAST A DISTANCE OF 265.00 FEET;
THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291.15 FEET TO THE POINT OF
BEGINNING;

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT
AFORESAID POINT "A";
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107.79 FEET TO A POINT ON THE
WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414.54 FEET, MORE
OR LESS, TO THE GOVERNMENT MEANDER LINE;
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET;
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY
LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS;
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158.05 FEET TO SAID MEANDER
LINE;
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET;
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO
SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004.93 FOOT
RADIUS NON-TANGENT CURVE TO THE LEFT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85.63 FEET; THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219.22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL F:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE NORTH 0°21'27" EAST 247.50 FEET;
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100.27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850;
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35;
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14.77 FEET TO A POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED;
THENCE SOUTH 09°00' EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070;

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL G:

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247.5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION;

EXCEPT THAT PORTION CONTAINED IN ORDER ADJUDICATING PUBLIC USE AND NECESSITY UNDER SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 05-2-13678-1, AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35;
THENCE ALONG THE SOUTH LINE OF SAID SECTION, NORTH 88°33'35" WEST 1306.22 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILWAY AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, NORTH 05°29'24" WEST 221.33 FEET;
THENCE NORTH 88°33'35" WEST 64.24 FEET;
THENCE SOUTH 83°44'46" WEST 150.85 FEET;
THENCE SOUTH 55°49'32" WEST 62.29 FEET;
THENCE SOUTH 40°13'07" EAST 218.50 FEET TO SAID SOUTH LINE;
THENCE ALONG SAID SOUTH LINE, SOUTH 88°33'35" EAST 145.84 FEET TO THE TRUE POINT OF BEGINNING.

SITUAZE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
EXHIBIT B

1965 Railroad Trestle Agreement

See attached Agreement dated September 24, 1965 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company of California, predecessor in interest to Paramount of Washington, LLC.
1965 Light Products Bridge Easement

AGREEMENT, made this 24th day of September, 1965, between GREAT NORTHERN RAILWAY COMPANY, a Minnesota corporation, hereinafter called the "Railway Company", and STANDARD DELAWARE OIL COMPANY OF CALIFORNIA, a Delaware corporation, hereinafter called the "Oil Company", WITNESSES:

The Railway Company, in consideration of the covenants herein stipulated to be observed and performed by the Oil Company, has granted and does hereby grant unto the Oil Company upon the conditions hereinafter set forth license and permission to construct and during the continuance of this agreement to maintain an overhead bridge over the tracks of the Railway Company at a point near Richmond Beach, Washington, as shown colored red on the print hereto attached, marked Exhibit "A" and made a part hereof.

The foregoing grant is expressly conditioned upon the performance by the Oil Company of, and in consideration of said grant the Oil Company agrees to perform, all and singular the following covenants and conditions, to wit:

1. The Oil Company shall construct and maintain said overhead bridge at its own sole cost and expense in all respects in conformity with the said plan, Exhibit "A", and in strict accordance with plans and specifications which shall be first approved by the Chief Engineer of the Railway Company. Said structure shall be constructed so that there will be a
vertical clearance of at least 23 feet and horizontal clearances as indicated on Exhibit "A". In case greater clearances than those above provided shall be required at any future time by any public authority having jurisdiction thereof the Oil Company will, at its own cost and expense, make such changes in said overhead bridge and in the supports thereof as may be necessary to secure such additional clearance.

2. The Oil Company shall do all the work connected with the construction of the said overhead bridge at its sole expense and under the supervision and to the satisfaction and approval of the Chief Engineer of the Railway Company.

3. The Railway Company shall have and retain the right to lay, maintain and operate within the limits of its present right of way at said crossing such additional track or tracks as it may require and elect and to change the grade and location of its roadbed and tracks at such point as its convenience may require. If at any time the Railway Company shall elect to lay, within the limits of its present right of way at said point any additional track or tracks or to change the location or elevation of its roadbed and tracks thereat, the Oil Company shall and will, at its own cost and expense, upon the request of the Railway Company, and upon reasonable notice, make all necessary changes in said overhead crossing and the supports thereof to accommodate
such additional track or tracks or such changes in the grade or location of such tracks.

4. The Oil Company shall not do nor suffer to be done anything which shall in any manner materially impair the usefulness of the existing tracks of the Railway Company at said point of crossing, or of any track or tracks which may hereafter be constructed by the Railway Company upon its right of way at said point. The Oil Company shall notify the Railway Company a sufficient time in advance whenever construction or maintenance work is to be performed adjacent to the Railway Company's tracks to enable the Railway Company to furnish flagmen and such other protective services as may be necessary to ensure safety of railway operations and the Railway Company shall have the right at the cost of the Oil Company to furnish all such flagging or protective services as in its judgment is necessary.

5. The Oil Company shall, before any construction is begun, pay to the Railway Company Five Thousand Three Hundred Seventy-seven (5377) Dollars, which is the agreed cost to the Railway Company for rearranging its facilities, including communications and signal lines, so as to accommodate the construction of the said overhead bridge.

6. The Oil Company shall and hereby does release and discharge the Railway Company of and from any
and all liability for damage to or destruction of the overhead bridge or any other property of the Oil Company upon the premises of Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall assume, and hereby does assume, all risk of and liability for any and all injury to or death of persons while upon the right of way of the Railway Company in connection with the construction, maintenance, change of location, use or removal of the overhead bridge. The Oil Company shall and hereby does further agree to indemnify and hold harmless the Railway Company of and from any and all liability, damages, recoveries, judgments, costs, expenses or other charges and demands on account of injury to or death of one or more persons, or damage to or destruction of the property of one or more persons, resulting from or during the construction, existence, maintenance, change of location, use or removal of the overhead bridge. The Oil Company further agrees to appear and defend in the name of the Railway Company any suits or actions at law brought against the Railway Company on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against Railway Company in any such suit or action. The liability assumed by Oil Company herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railway Company may arise in whole or in part out of the
7. The Oil Company shall obtain and keep in full force and effect during the term of this license, at its own cost and expense, a policy of Railroad Protective Liability Insurance naming Railway Company as the insured. Said policy shall protect Railway Company against liability for bodily injury sustained by any person (including Railway Company's employees), Oil Company, or by any of Oil Company's employees, arising out of work done by Oil Company on Railway Company's right of way; against liability for property damage, for injury to or destruction of property arising out of Oil Company's activities upon Railway Company's right of way; against physical damage to Railway Company's property, including not limited to rolling stock and their contents, mechanized construction equipment or motive power equipment arising out of Oil Company's activities upon Railway Company's right of way, provided such property is owned by Railway Company or is leased or entrusted to it under a lease or trust agreement. The limits of said policy shall not be less than $250,000 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total of $500,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
and not less than $250,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit for any one accident, a total limit of $300,000 for all damages arising out of injuries to or destruction of property during the policy period. Said insurance policy shall be executed by a corporation qualified to write the same in the State of Washington, in form and substance satisfactory to Railway Company; and shall be delivered to and approved by Railway Company prior to the entry upon or use of its property by the Oil Company.

8. If the Oil Company shall at any time abandon the use of said overhead bridge or shall cease to use the same for a period of one year or more, this agreement and all the rights and privileges herein granted to the Oil Company shall cease and terminate, and the Oil Company shall thereupon at its own cost and expense remove the said overhead bridge from the right of way and from over the tracks of the Railway Company, and if it shall fail to do so promptly upon demand, the Railway Company may remove the same and the Oil Company will reimburse the Railway Company for all expenses thereby incurred. The rights and privileges hereinabove granted to the Oil Company shall likewise cease and become void unless said overhead bridge is constructed by the Oil Company within one year from the date hereof.

9. Any waiver at any time by the Railway Company of a breach of any condition of this agreement shall extend
only to the particular breach so waived, and shall not impair
nor affect the existence of such condition or the right of
the Railway Company, its successors or assigns, thereafter
to avail itself of such condition and of any subsequent
breach thereof.

10. The covenants, agreements and stipulations
herein contained shall extend to and be binding upon the
respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have
caused this instrument to be executed the day and year first
above written.

In the presence of:

GREAT NORTHERN RAILWAY COMPANY

By

Vice President

Secretary

STANDARD OIL COMPANY OF CALIFORNIA,

By

Contract Agent

Attorney

Assistant Secretary
[This page was removed from the document, as the page was not in legible form for recording.]
EXHIBIT C

1923 Railroad Trestle Agreement

See attached Agreement dated May 3, 1923 between Great Northern Railway Company, predecessor of Burlington Northern Santa Fe Railroad Company, and Standard Oil Company, predecessor in interest to Paramount.
[This exhibit was removed from the document, as the exhibit was not in legible form for recording.]
RETURN NAME & ADDRESS

Bart J. Freedman
K&L Gates LLP
925 Fourth Ave., Ste 2900
Seattle, WA 98104-1158

Please print neatly or type information
Document Title(s)

Consent Judgment & Decree of Appropriation

Reference Number(s) of related documents:

Grantor(s) (Last, First, and Middle Initial)
King County

Grantee(s) (Last, First, and Middle Initial)
Paramount of Washington, Inc.

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Those portions of Section 35, Township 27 North, Range 3 East, Willamette Meridian

Assessor's Property Tax Parcel/Account Number(s)
270335-003-011-00; 270335-003-028-00;
270335-003-030-00; 270335-003-036-00;
270335-003-038-00; 270335-003-039-00;
270335-003-040-00;

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party
IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SNOHOMISH

KING COUNTY, a county of the state of Washington,

Petitioner,

v.

PARAMOUNT OF WASHINGTON, INC., a Washington corporation; NRC ENVIRONMENTAL SERVICES, INC., a Washington corporation; BANK OF AMERICA, N.A.; LAWRENCE MICHAEL INVESTMENTS, LLC;

Respondents.

Consent Judgment and Decree of Appropriation

Tax Parcel IDs: 270335-003-011-00; 270335-003-028-00; 270335-003-030-00; 270335-003-036-00; 270335-003-038-00; 270335-003-039-00; 270335-003-040-00

Clerk’s Action Required

JUDGMENT SUMMARY

1. Petitioner: King County

2. Vested Fee Owners: Paramount of Washington LLC ("Paramount")

*The easements set forth in Exhibit E and H to the First Amended Petition in the above-captioned matter, which are attached hereto as part of Exhibit B, are relocatable access easements that currently affect tax parcel nos. 270335-003-011-00, 270335-003-038-00, and 270335-003-039-00. These access easements may be relocated by Paramount and the site of such relocation may, at Paramount’s discretion, include but is not limited to, areas within tax parcel nos. 270335-003-028-00 and/or 270335-003-030-00. It is solely for the reason that these access easements may be relocated that these latter two tax parcels are included herein. At Paramount’s sole discretion, it may relinquish the right to relocate these access easements to tax parcel nos. 270335-003-028-00 and/or 270335-003-030-00 and if so, these two tax parcels will no longer be subject to any rights of King County in the present action, provided, however, that King County’s permanent right of access is preserved.

Consent Judgment and Decree of Appropriation - I

K&L GATES LLP
903 FOURTH AVENUE
SUITE 2000
SEATTLE, WASHINGTON 98104-1138
TELEPHONES: (206) 623-7100
FACSIMILE: (206) 623-7031

COPY
3. Principal Judgment: $3,000,000.00
4. Costs and Fees: Each party to bear its own costs and expert and attorneys' fees.
5. Prejudgment Interest: Included in Principal Judgment Amount.

JUDGMENT AND DECREES

THIS MATTER having come before the Court upon the consent of the parties upon the First Amended Petition of King County ("Petitioner" or "King County"), seeking:

1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
3) A decree of appropriation vesting title to the subject property in King County and adjudging that King County be entitled to immediate possession thereof.

THE COURT HAVING entered its adjudication of public use and necessity, declaring that the use for which the subject property, legally described in Exhibit A to this decree, and as described in the First Amended Petition ("Property"), is sought to be appropriated is a public use, and declaring that there is a public necessity for such appropriation. Petitioner King County is represented by Bart J. Freedman, Sarah C. Johnson, and Jessica A. Skelton of K&L Gates LLP, its attorneys, and Respondent Paramount, is represented by Douglas A. Luetjen and J. Dino Vasquez of Karr Tuttle Campbell, its attorneys. The parties have stipulated to and approved the form of this Consent Judgment and Decree of Appropriation.

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby

ORDERED, ADJUDGED, AND DECREE that the sum of Three Million Dollars and No Cents ($3,000,000.00) represents the just compensation for the Property
taken. In order to satisfy the monetary requirements of the Stipulation and Agreed Order of Immediate Possession and Use, King County previously has deposited One Million Four Hundred Sixty Three Thousand Two Hundred Ten Dollars and No Cents ($1,463,210.00) into the Court registry. This amount is a credit against the principal judgment established in this Consent Judgment. Thus, King County will deposit into the Court's registry the additional amount of One Million Five Hundred Thirty-Six Seven Hundred Ninety Dollars and No Cents ($1,536,790.00).

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon deposit of $1,536,790.00 into the Court registry, Petitioner is hereby granted the right to appropriate, use, and take the Property, and all of the right, title, and interest of Respondent in or to the property interests described in Exhibits C, D (as amended by the Settlement Agreement), E, F, G, H, J, and K to the First Amended Petition and attached hereto as Exhibit B to this Decree, and of those claiming by, through or under it, and title shall be vested in Petitioner as specified in Exhibit B.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon King County's deposit of the amount of $1,536,790.00 into the Court registry, it will provide notice to all parties with an interest in the Property. Paramount, and such parties, if any, must seek disbursement of the funds.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that a certified copy of this Consent Decree and Judgment of Appropriation shall be filed in the Office of the Snohomish County Auditor and shall be recorded by such Auditor like a deed of real estate with like effect.

IT IS SO ORDERED this 31 day of DEC 31 2009, 2009.

STEVEN C. GISH
Snohomish County Superior Court Judge
Presented by:

K&L GATES LLP

By

Bert J. Freedman, WSBA # 14187
Sarah C. Johnson, WSBA # 34529
Jessica A. Skelton, WSBA # 36748
Attorneys for Petitioner
King County

Approved as to Form;
Approved for Entry:

KARR TUTTLE CAMPBELL

By

Douglas A. Luethen, WSBA # 15534
J. Dino Vasquez, WSBA # 25533
Attorneys for Respondent
Paramount of Washington LLC
Exhibit A
Exhibit A

The Property (Brickwater Parcel No. 19)

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the westerly line of said Tidelands and the terminus of the line herein described.

Also, together with that portion of the southeast quarter of the southwest quarter and of Government Lot 4 and of vacated Heberlein Road, according to Volume 44 of Commissioner's records, page 44 and of a portion of Lot 4, Edmonds Tidelands, according to the map on file in Olympia, Washington entitled "Plat of Tidelands of the First Class at the Town of Edmonds", all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, in Snohomish County, said parcel hereinafter referred to as the "East Parcel" and is more particularly described as follows;

Commencing at the southeast corner of said Section 35; thence North 01°11'56" East along the North-South Centerline of said Section, a distance of 991.97 feet (60 rods by deed); thence North 88°33'35" West, a distance of 943.19 feet to the Point of Beginning of this parcel description; thence South 01°11'56" West a distance of 455.24 feet; thence South 88°33'35" East a distance of 422.92 feet; thence South 01°11'56" West a distance of 20.80 feet; thence South 88°33'35" East a distance of 490.27 feet to the west margin of 116th Avenue Southwest; thence South 01°11'56" West along said margin a distance of 34.70 feet; thence North 88°33'35" West a distance of 616.67 feet; thence North 01°11'56" East a distance of 34.70 feet; thence North 88°33'35" West a distance of 453.60 feet; thence South 01°11'56" West a distance of 239.23 feet; thence North 88°33'35" West a distance of 153.56 feet, more or less, to the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the Burlington Northern Santa Fe Railway; thence along said easterly right-of-way line, the following courses and distances: North 05°29'24" West a distance of 153.31 feet; thence North 01°30'09" West a distance of 65.00 feet to the beginning of a 1382.70 foot radius tangent curve to the right; thence northerly along the arc of said curve through a central angle of 21°46'17" an arc distance of 523.40 feet; thence North 88°33'35" West a distance of 1.50 feet; thence North 24°02'46" East a distance of 265.00 feet; thence South 31°23'24" East a distance of 291.15 feet to the Point of Beginning.
Exhibit B
Exhibit C
To First Amended Petition
FEE PARCEL

Being that portion of the "West Parcel" (defined below) described as follows and depicted on Schedule C-1 attached hereto:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the True Point of Beginning; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line; thence along said south line, South 88°33'35" East 145.84 feet to the True Point of Beginning.

West Parcel

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel,"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.
Exhibit D
To First Amended Petition
Permanent Outfall Easement, as depicted on the attached Exhibit D-1

A 19.90 foot wide strip of land, the southwesterly line of which is described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 33.54 feet to the True Point of Beginning, said point hereinafter referred to as Point "C"; thence North 52°00'34" West 457.89 feet; thence North 68°09'48" West 287.17 feet; thence South 80°57'38" West 58.55 feet to the southwesterly line of the Second Class Tidelands and the terminus of said strip of land;

Said strip of land shall be lengthened or shortened southerly so as to terminate in a line that bears South 55°49'32" West from the True Point of Beginning and westerly so as to terminate in said southwesterly line of the Second Class Tidelands;

Together With a 6.00 foot wide strip of land, the southwesterly line of which is described as follows:

Beginning at said Point "C"; thence North 52°00'34" West 457.89 feet; thence North 37°59'26" East 19.90 feet to the True Point of Beginning; thence North 52°00'34" West 2.82 feet; thence North 68°09'48" West 8.82 feet to the terminus of said strip.

Permanent Restricted Build Area, as depicted on the attached Exhibit D-1

A 20.00 foot wide strip of land, the northeasterly line of which is described as follows:

Beginning at the terminus above described Point "C"; thence North 52°00'34" West 457.89 feet; thence North 68°09'48" West 287.17 feet; thence South 80°57'38" West 58.55 feet to the southwesterly line of the Second Class Tidelands and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened southerly so as to terminate in a line that bears South 55°49'32" West and passes through the Point of Beginning and westerly so as to terminate in said southwesterly line of the Second Class Tidelands.
Exhibit E
To First Amended Petition
PERMANENT RAILROAD CROSSING

The non-exclusive 25-foot wide permanent easement for pedestrian and vehicular access and installation of utility lines over an existing railroad right of way using an existing overhead bridge, the location of which is legally described below and depicted on Schedule E-1 attached hereto. The easement, will be used by King County, its agents, employees, contractors, subcontractors, invitees, and their respective successors and assigns to provide for pedestrian and vehicular access and installation of utility lines utilizing the existing overhead trestle bridge to cross over the existing railroad right of way currently owned by Burlington Northern Santa Fe Railway as it may be relocated by the owner and Burlington Northern Santa Fe Railway from time to time. King County's rights to use this trestle are non-exclusive and co-extensive with their respective predecessors-in-interest pursuant to those certain agreements dated May 3, 1923 and September 24, 1965 with the Great Northern Railway Company and assigned to Paramount of Washington, Inc. under document recorded in the official records of Snohomish County Washington under Recording No. 200503150646 and further assigned by purported operation of law to Paramount of Washington, LLC, a Delaware limited liability company ("Paramount") and any other operating agreements between Burlington Northern Santa Fe Railway and Paramount of Washington, LLC or any of their respective predecessors in-interest or successors in-interest, (collectively the "Trestle Agreements") and in the event the trestle bridge is relocated, King County's easement rights for pedestrian and vehicular access and installation of utility lines as described above shall be automatically extended to the trestle bridge as relocated, without further action and without payment of additional compensation. Further, without relieving Paramount or its successors of any obligation under the Trestle Agreements, King County shall have the right, but not the obligation to repair or replace the existing trestle bridge if Paramount or its successors fail to maintain the bridge in good order and in the condition necessary for King County's requirements.

Legal Description

A 25.00 foot wide strip of land, the southerly line of which is described as follows:

Commencing at the south quarter corner of said Section 35; thence North 01° 11' 56" East along the North-South Centerline of said Section, 991.97 feet (60 rods by deed); thence North 88° 33' 35" West 943.19 feet; thence South 01° 11' 56" West 455.24 feet; thence South 88° 33' 35" East 422.92 feet; thence South 01° 11' 56" West 20.00 feet; thence South 88° 33' 35" East 499.27 feet to the west margin of 116th Avenue Southwest; thence South 01° 11' 56" West along said margin 44.70 feet; thence North 88° 33' 35" West 616.67 feet; thence North 01° 11' 56" East 34.70 feet; thence North 88° 33' 35" West 455.60 feet; thence South 01° 11' 56" West 259.23 feet; thence North 88° 33' 35" West 153.56 feet, more or less, to the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the Burlington Northern Santa Fe Railway; thence along said easterly right-of-way line through the following courses:

North 05° 29' 24" West 153.31 feet; thence North 01° 36' 06" West 65.00 feet to the beginning of a tangent curve to the right having a radius of 1382.70 feet; thence northerly along said curve.
232.37 feet through a central angle of 09°38'59" to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North 80°32'53" West 119.93 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened westerly so as to terminate in said westerly right-of-way line of the Burlington Northern Santa Fe Railway and easterly so as to terminate in said easterly right-of-way line of the Burlington Northern Santa Fe Railway (the "Railway").

The property owner shall have the right to relocate the trestle bridge, at its sole cost and expense, so long as each of the following conditions is satisfied prior to any relocation of the trestle bridge or demolition of the existing trestle bridge:

(a) The property owner obtains an amendment to the Trestle Agreement or another agreement with the Railway setting forth the agreement of the Railway to the relocation of the trestle bridge and consenting to King County's non-exclusive and co-extensive use rights;

(b) The property owner obtains for the benefit of King County, any amendments to existing easements or new easements in recordable form (including preparation of a revised legal description) and otherwise in form and substance satisfactory to King County (including an agreement to cause the construction or extension of road and other improvements) as may be reasonably necessary for King County, its agents, employees, contractors, subcontractors, invitees and their respective successors and assigns (collectively, "King County Parties") to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired concurrently herewith, which amendments or new easements shall be obtained and any new roadway and other improvements installed prior to any relocation of the trestle bridge so that there are no strips, gaps or gores between any one or more access easements which King County utilizes to access its fee and easement parcels and a public street and no material interruption with, or disruption of, the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access utilizing the trestle bridge;

(c) Any relocation of the trestle bridge permanent access easement shall provide reasonably comparable access to King County's fee and easement parcels as that provided by the existing trestle bridge;

(d) The property owner obtains all permits required to relocate the trestle bridge and related road and other easements and construct any necessary road and other improvements;

(e) Any relocated trestle bridge and related road and other easement improvements shall comply with all applicable laws, rules and regulations; and

(f) There shall be no demolition of the existing trestle bridge or termination of any easement with respect thereto unless all of the conditions set forth above have been satisfied with respect to the relocated trestle bridge and ancillary and necessary easements.
Exhibit F
To First Amended Petition
"CORE" TEMPORARY EASEMENT

The "core" temporary easement area, as legally described below and depicted on Schedule F-1 attached hereto, will be used by King County and its agents, employees, contractors, subcontractors and invitees for the construction of Brightwater Wastewater Treatment conveyance facilities, including, but not limited to, mobilization, site preparation and grading, portal excavation and construction, assembly and launch of the tunnel boring machine (TBM), support of the TBM during tunnel excavation, which includes lighting, ventilation, removal of excavated material, storage of pipeline segments, and equipment maintenance, storage of equipment and construction materials, stockpiling materials, storm water handling facilities, loading and unloading of trucks and/or railcars, conveyors, trailers, utilities, tunnel excavation, tunnel lining, facility structures construction, outfall construction, environmental mitigation/monitoring, roadwork; trestle bridge repair (to the extent necessary to utilize the existing trestle bridge for pedestrian, vehicular and utility access), landscaping, and final site cleanup, together with the right for access by pedestrians, vehicles and equipment and utility services from Richmond Beach Road to the core temporary easement area utilizing the other access easements described elsewhere in this petition.

Legal Description of the "Core" Easement Area

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet to the True Point of Beginning; thence continuing North 88°33'35" West 64.24 feet;
thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88°33'35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet; thence South 88°33'35" East 451.30 feet to a point hereinafter referred to as Point "A"; thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence South 80°32'53" East 331.29 feet to a point hereinafter referred to as Point "B"; thence continuing South 80°32'53" East 123.25 feet to a point hereinafter referred to as Point "C", said point being on said westerly right-of-way line, said point also on a non-tangent curve to the left having a radius of 1004.93 feet, a radial line of said curve from said point bears South 78°33'59" East; thence along said westerly right-of-way line through the following courses: along said curve southerly 296.83 feet through a central angle of 16°55'25"; thence tangent from said curve, South 05°29'24" East 222.29 feet; thence South 88°33'35" East 25.18 feet; thence South 05°29'24" East 27.99 feet to the True Point of Beginning.

The property owner shall have ongoing access to the "core" temporary easement area to the extent necessary for future remediation activities by or on behalf of the property owner associated with soil and groundwater contamination if, in King County's sole determination, said remediation activities do not interfere with King County's construction activities. Owner may conduct groundwater and soil remediation activities consistent with King County's use of the property with King County's written consent. Owner shall submit detailed remediation plans to King County for its review prior to Owner's undertaking such remediation activities.

The foregoing easement rights will be in force and effect from July 2006 to completion of project construction and restoration in approximately November 2010 provided that King County may extend the term of the "core" temporary easement area for a period not to exceed three years (with compensation for that extra time at a previously calculated annual amount).

In addition, there are a number of property owner improvements within the "core" area. King County's activities will affect the owner improvements in the following ways:

(a) The electrical service/switch gear serving the current owner, located near east line, will be preserved during King County's use. The owner's access to the switch will not be affected.

(b) The existing frame building in northeast corner (south of access trestle) will be preserved during King County's use.

(c) The groundwater pump & treatment system, including the extraction wells that are located near seawall at the northwest corner, will be preserved in their current location. In addition, the owner will have access to that system during construction.

(d) The fire water loop from the northeast corner just south of trestle access bridge to northwest corner near seawall will be relocated during construction and will remain relocated after construction is completed. The current owner will continue to have access to the relocated fire loop during construction.
(e) The outfall #3 Woodway storm drain located north of and parallel with the north line of the fee parcel and west and generally parallel with the west line of the Burlington Northern Santa Fe Railway right of way will be preserved during construction. The property owner will have continued access to this storm drain during King County's use.

(f) The storm drain pumping system, currently serving this area, consisting of two pumps and associated sumps and discharge piping, located near the seawall at the Northwest corner, will be preserved and maintained during construction. The property owner will not have access during construction.

(g) The storm drain collection system currently serving this area, consisting of several catch basins, inlets and small diameter drainage pipes which currently convey stormwater from the site to the storm drain pumping system will be relocated or removed as necessary to accommodate King County's construction. The property owner will not have access to this storm drainage system during construction. Further, any changes made by King County will remain after the temporary construction period. The County will ensure, however, that the storm drain collection system functions after construction as well as it did before the construction.

(h) The two existing storm drainage catch basins connected to the Storm Drain Pump System serving the parking area North of the Trestle Access Bridge (built in 1965) and located south of the trestle will be modified during King County's temporary use. These modifications will be removed and this storm drainage system restored after construction. The modifications will not inhibit the storm drainage system's functioning during construction.

(i) Some operating utilities within the "core" temporary construction work space will be relocated, some may be preserved and maintained. All utilities will continue to operate during King County's construction.

(j) The owner-owned extraction and monitoring wells will be preserved to the extent possible. Some of these wells may need to be relocated permanently, but King County will ensure they function in the same manner as they did before relocation. Access to these extraction and monitoring wells will be preserved throughout construction.

After King County has completed its use of the "core" area it will grade and restore the surface of the property as nearly as practicable to the condition that existed prior to commencement of King County's work within the temporary construction easement area.
SCHEDULE F-1
Exhibit G
To First Amended Petition
TEMPORARY BARGE AND DOCK EASEMENT

1. The Barge Parcel

The "Barge" temporary construction easement will grant King County and its agents, employees, contractors, subcontractors, and invitees the right to use the "Barge" temporary easement area legally described below and depicted on Schedule G-1 and G-2 as attached hereto, including the right to moor barges to the dock for the installation, use, operation, maintenance, repair and replacement of the conveyor machine which will transport dirt and spoils from the excavation of the portal and outfall pipelines to the dock. From the dock the dirt and spoils will be removed from the site by barge. This "Barge" area also allows King County and its agents, employees, contractors, subcontractors, and invitees the right of ingress and egress to the dock area and for any maintenance of the conveyer machinery and associated equipment and appurtenances. This temporary construction easement is exclusive during King County's use of the area.

Legal Description of the "Barge" Parcel

West Parcel

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinafore described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet;
thence South 55° 49' 32" West 62.29 feet; thence South 40° 13' 07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88° 33' 35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40° 07' 35" West 882.48 feet; thence South 88° 33' 35" East 451.30 feet to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North 01° 11' 25" East 102.98 feet; thence EAST 93.26 feet; thence North 00° 21' 29" West 68.57 feet; thence WEST 91.40 feet; thence North 76° 22' 40" West 239.06 feet; thence North 73° 24' 22" West 228.33 feet to a point on the westerly line of the Second Class Tidelands, said point hereinafter referred to as Point "D"; thence along said westerly line, South 12° 54' 53" West 27.28 feet; thence South 73° 24' 22" East 234.11 feet; thence South 01° 11' 25" West 158.27 feet to a point on a non-tangent curve to the left having a radius of 189.89 feet, a radial line of said curve from said point bears North 85° 03' 15" East; thence along said curve southerly 35.33 feet through a central angle of 10° 57' 41" to a line that bears North 88° 33' 35" West from the Point of Beginning; thence South 88° 33' 35" East 226.15 feet to the True Point of Beginning.

2. The "DNR Parcel"

In addition, to the "Barge" area, King County and its agents, employees, contractors, subcontractors and invitees shall have a temporary non-exclusive easement over the southerly 551.21 feet of the owner's dock, as depicted on Schedule O-2, known as the "DNR parcel" (which is leased by the owner from the State of Washington Department of Natural Resources, as the same may be renewed, modified, extended or renegotiated from time to time) for the purpose of the periodic transport of dirt and spoil from the excavation of the outfall pipeline portal and other construction activities associated with the Brightwater Wastewater Treatment facility via barges which shall have the right to moor at the dock during such load/unloading activities. There will be no more than 2 barges per week and the arrival and departure of each barge from the dock will be coordinated with the owner of the property. The temporary dock easement includes the right by King County to make improvements to the dock, the pier and pilings as required in order for the dock to meet structural requirements caused by such use. These improvements will remain after the County's temporary use. This easement is not exclusive and will be shared with the owner. The property owner shall not voluntarily terminate the DNR parcel lease, or amend, modify or renegotiate the terms of the DNR parcel lease if any such amendment, modification or renegotiation would adversely affect King County's rights under the barge and dock easements described herein so long as the temporary barge and dock easements remain in full force and effect.

Legal Description of "DNR" Parcel

Being that portion of the Beds of Puget Sound described as follows:

Beginning at the hereinabove described Point "D"; thence North 73° 24' 22" West 88.07 feet; thence North 10° 41' 54" East 261.76 feet; thence North 73° 24' 22" West 104.65 feet to the westerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said westerly line and along the southerly line of said agreement, South 17° 02' 25" West 551.21 feet and South 72° 57' 35" East 107.94 feet; thence North 10° 41' 54" East 263.05 feet; thence
South 73°24'22" East 89.84 feet to the westerly line of the Second Class Tidelands; thence North 12°58'25" East 27.28 feet to the Point of Beginning.

Use of the Barge temporary easement and "DNR Parcel" are necessary from issuance of the Notice to Proceed until completion of staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).

Within the Barge temporary easement area and the "DNR Parcel" area there are a number of property improvements. These improvements will be affected as follows:

(a) The groundwater pump & treat system including extraction wells, located near the seawall at Northwest corner will be preserved during construction. The property owner will have continued access to this system during construction.

(b) The current property owner will continue to have access and use of the south dock, except for two 30-day windows when King County's conveyer located on the dock will be installed and removed. In addition, the south dock's surface may be modified during King County's temporary use to accommodate King County's equipment, but any modifications will be removed and the dock restored to the substantially its original condition upon termination of such temporary easements.

(c) The shed on the south side of the dock may be removed during King County's temporary use.

(d) The existing dock fire water system will be preserved during the term of the temporary easement period. It will not be moved and the property owner will have access to it at all times.

(e) The current property owner will have continued access to the seawall for boom deployment. This boom deployment equipment may be relocated during construction, but only to ensure the owner's continued access.
Exhibit H
To First Amended Petition
PERMANENT ACCESS EASEMENTS

A 50-foot wide and two 25-foot wide permanent non-exclusive access easements in, over, across and through the property legally described below as Strip 1, Strip 2 and Strip 3 and depicted on Schedule H-1 attached hereto for the purpose of providing King County and its agents, employees, contractors, subcontractors, invitees and their successors and assigns rights of ingress and egress for personnel, vehicles and equipment from Richmond Beach Drive North, and the permanent railroad crossing easement described in paragraph 8(c) to the Petition to the real property labeled "fee parcel" on Schedule H-1 for any purpose relating to construction, use, operation, maintenance, repair, replacement or improvement of improvements now or hereafter constructed on the area that King County is taking in fee labeled "fee parcel" for use in the Project. These permanent access easements are non-exclusive. Provided, however, that if Paramount or its successors or assigns shall alter the location of the existing trestle bridge ("new bridge") in accordance with the terms and conditions of the permanent railroad crossing easement as provided in paragraph 9(c) of the Petition and as more particularly described in Exhibit E thereto, the permanent easements described in this exhibit shall be automatically amended and extended by the then property owner without cost or expense to King County, so that there are no strips, gaps, or gages between the relocated trestle easement and any other easement acquired by King County and which provides altered or extended easements to access the new bridge and to provide continuous and uninterrupted access of the same nature and quality as the permanent access easement described in this exhibit.

Strip 1 — Access Easement

East Parcel

That portion of the southeast quarter of the southwest quarter and of Government Lot 4 ari of vacated Heberlein Road, according to Volume 44 of Commissioner's record, page 44 and

of a portion of Lot 4, Edmonds Tide Lands, according to the map on file in Olympia, Washington entitled "Plat of Tide Land of the First Class at the Town of Edmonds", all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, in Snohomish County, said parcel heretofore referred to as the "East Parcel" and is more particularly described as follows:

Commencing at the south quarter of said Section 35, thence North 01°11'56" East along the North-South Centerline of said Section, a distance of 991.97 feet (60 rods by deed); thence North 88°33'35" West, a distance of 943.19 feet to the Point of Beginning of this parcel
description; thence South 01°11'56" West a distance of 455.24 feet; thence South 88°33'35" East a distance of 422.92 feet; thence South 01°11'56" West a distance of 20.00 feet; thence
South 88°33'35" East a distance of 490.27 feet to the west margin of 116th Avenue Southwest; thence South 01°11'56" West along said margin a distance of 34.70 feet; thence
North 88°33'35" West a distance of 616.67 feet; thence North 01°11'56" East a distance of 34.70 feet; thence North 88°33'35" West a distance of 453.60 feet; then South 01°11'56" West a
distance of 259.23 feet; thence North 88°33'35" West a distance of 153.56 feet, more or less, to
the easterly right-of-way line of the Seattle and Montana Railway Company, now known as the
Burlington Northern Santa Fe Railway; thence along said easterly right-of-way-line, the
following courses and distances: North 05°29'24" West a distance of 153.51 feet; thence North 01°57'06" West a distance of 65.00 feet to the beginning of a 1382.70 foot radius tangent curve to the right; thence northerly along the arc of said curve through a central angle of 21°46'17" an arc distance of 525.40 feet; thence North 88°33'35" West a distance of 1.50 feet; thence North 24°02'46" East a distance of 285.00 feet; thence South 31°23'24" East a distance of 291.15 feet to the Point of Beginning.

A 50.00 foot wide strip of land, the westerly line of which is described as follows:

Beginning at the westerly terminus of the certain course described in the "East Parcel" hereinafore as "North 88°33'35" West a distance of 153.56 feet"; thence along the hereinafore described easterly right-of-way line of the Burlington Northern Santa Fe Railway through the following courses: North 05°29'24" West 153.31 feet; thence North 01°56'06" West 65.00 feet to the beginning of a tangent curve to the right having a radius of 1382.70 feet; thence northerly along said curve 232.87 feet through a central angle of 09°38'59" to a point hereinafter referred to as Point "A"; thence continuing along said curve northerly 25.00 feet through a central angle of 01°02'10" to the terminus of said strip of land.

Said strip of land shall be lengthened or shortened northerly so as to terminate in a line that bears South 80°32'53" East and passes through said terminus and southerly so as to terminate in the southerly line of the hereinafoe described "East Parcel".

Strip 2 – Access Easement

A 25.00 foot wide strip of land, the southerly line of which is described as follows:

Commencing at the hereinafore described Point "A"; thence North 80°32'53" West 119.93 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway and the True Point of Beginning; thence continuing North 80°32'53" West 397.11 feet to a point hereinafter referred to as Point "B" and the terminus of said strip of land.

Said strip of land shall be lengthened or shortened easterly so as to terminate in said westerly right-of-way line of the Burlington Northern Santa Fe Railway.

Strip 3 – Relocateable Access Easement

A 25.00 foot wide strip of land, the westerly and southerly lines of which is described as follows:

Beginning at the hereinafore described Point "B", said point being the beginning of a non-tangent curve to the left and having a radius of 75.00 feet, a radial line of said curve from said point bears South 38°44'16" East; thence along said curve southerly and southeasterly 151.47 feet through a central angle of 115°42'40"; thence tangent from said curve, South 64°26'56" East 306.35 feet to the beginning of a tangent curve to the right having a radius of 50.00 feet; thence along said curve southerly 51.45 feet through a central angle of 58°57'31";
thence tangent from said curve, South 05°29'24" East 274.28 feet more or less terminating in a line described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 33.54 feet to a point hereinafter referred to as Point "C".

Said strip of land shall be lengthened or shortened southerly so as to terminate in a line that bears South 80°32'53" East and passes through the Point of Beginning.

In the event that the property owner elects to relocate the trestle bridge, then as provided in the permanent railroad crossing easement set forth on Exhibit "E," the property owner shall concurrently therewith, at its sole cost and expense, obtain any amendments to the easements set forth above or new easements (including construction or extension of road and other improvements) as may be reasonable necessary for King County and its agents, employees, contractors, subcontractors, invitees and their respective successors assigns (collectively, the "King County Parties") to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired concurrently herewith, which amendments or new easements shall be obtained and any new roadway and/or other improvements installed prior to any relocation of the trestle bridge so that there is no interruption to the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access utilizing the trestle bridge.

The property owner shall have the right to relocate the 25 foot wide access easement hereinabove described as Strip 3, at its sole cost and expense so long as each of the following conditions is satisfied prior to any relocation of such access easement:

(a) Any relocation of the Strip 3 access easement shall provide reasonably comparable access to King County's fee and easement parcels as that provided by the then existing Strip 3 access easement;

(b) The property owner provides King County with a new easement in recordable form (including preparation of a revised legal description) and otherwise in form and substance reasonably satisfactory to King County and constructs a new roadway and other improvements as may be reasonably necessary for King County and the King County Parties to have continuing comparable pedestrian, vehicular and utility access to the remainder of its fee and easement parcels acquired under this Petition, which new easement shall be obtained and any new roadway and other improvements installed prior to any relocation of the Strip 3 access easement so that there are no strips, gaps or gores between any one or more access easements which King County utilizes to access its fee and easement parcels and a public street and no interference with, or disruption of the right of King County and the King County Parties to continuous and uninterrupted pedestrian, vehicular and utility access;
(o) The property owner obtains all permits required to relocate the Strip 3 access easement and related road and other easements and constructs any necessary road and other easement improvements;

(d) Any relocated Strip 3 access easement and related road and other easement improvements shall comply with all applicable laws, rules and regulations; and

(e) There shall be no termination of the Strip 3 access easement unless all of the conditions set forth above have been satisfied with respect to the relocated access easement and ancillary easement improvements.
Exhibit J
To First Amended Petition
PERMANENT SURFACE DRAINAGE EASEMENT

The Surface Drainage Easement is a perpetual, permanent, non-exclusive easement on, over, across and through that portion of the real property legally described below and depicted on Schedule J-1 attached hereto, for use by King County, its agents, employees, contractors, subcontractors, invitees and their respective successors and assigns for the drainage, discharge and dispersal of surface and storm water into the waters of Puget Sound. The permitted use shall include, without limitation, all storm water and surface water drainage, discharge and dispersal resulting from the construction, use, operation, maintenance, repair, replacement, expansion or removal of improvements ("Stormwater Improvements") now or hereafter constructed on the area that King County is taking in fee labeled "Fee Parcel" on Schedule J-1 and Exhibit C together with all other storm water and surface water drainage from other property on to the Fee Parcel which now or hereafter drains onto, across and through the Fee Parcel. King County shall be solely responsible for the construction, installation, operation and maintenance of the Stormwater Improvements.

Legal Description

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°34'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinafore described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'15" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'15" West 64.24 feet; thence South 83°44'46" West 150.85 feet; thence South 55°49'32" West 62.29 feet and the True Point of Beginning; thence South 40°13'07" East 218.50 feet to said south line; thence along said south line and the westerly prolongation
thereof, North 88°33′35″ West 335.71 feet to the intersection with the southwesterly line of the Second Class Tidelands; thence along said southwesterly line, North 40°07′35″ West 21.91 feet to a line that bears South 55°49′32″ West from the True Point of Beginning; thence North 55°49′32″ East 252.18 feet to the True Point of Beginning.
SCHEDULE J-1
Exhibit K
To First Amended Petition
TEMPORARY ADDITIONAL BARGE PARCEL AND DNR PARCEL EASEMENTS

1. The Temporary Additional Barge Parcel Basement

The Temporary Additional Barge Parcel Basement (the "Temporary Additional Barge Parcel Basement") will grant King County and its agents, employees, contractors, subcontractors and invitees the temporary right to use that portion of real property legally described below and depicted on Schedule K-1 attached hereto, to locate, install, operate, maintain and remove a temporary fixed or floating dock/depot barge together with a temporary fixed or floating means of access to the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, for the transportation and delivery, by barge or other vessel, of dirt, spoils and other construction materials to and from the Barge Parcel as described in Exhibit G, the Core Temporary Easement as described in Exhibit F, and the Fee Parcel as described in Exhibit C, all of which are contiguous. The Temporary Additional Barge Parcel Basement shall include the right to moor barges and other vessels to the temporary dock and the rights of ingress and egress to the temporary dock from the Barge Parcel as described in Exhibit G and the Core Temporary Easement as described in Exhibit F, all of which are contiguous, in connection with such transportation and delivery. This Temporary Additional Barge Parcel Basement shall be exclusive during the construction period described in paragraph 3 below.

Legal Description of Temporary Additional Barge Parcel Basement

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel";

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinabove described "West Parcel" described as follows:

Commencing at the intersection of the westerly prolongation of the south line of Section 35 with the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet to a point hereinafter referred to as Point "A"; thence South 88°35'35" East 451.30 feet;
thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence WEST 91.40 feet; thence North 76°22'40" East 239.06 feet; thence North 73°24'22" West 228.83 feet; thence South 12°54'53" West 27.28 feet to the True Point of Beginning, said point hereinafter referred to as Point "B"; thence South 73°24'22" East 234.11 feet; thence along said curve southerly 36.33 feet through a central angle of 10°57'41" to a line that bears South 88°33'35" East from said Point "A"; thence North 88°33'35" West 225.15 feet to said Point "A"; thence along said westerly line of the Second Class Tidelands, North 40°07'35" West 74.73 feet and North 12°58'25" East 203.15 feet to the True Point of Beginning.

2. The Temporary Additional DNR Parcel Basement

The Temporary Additional DNR Parcel Basement (the "Temporary Additional DNR Parcel Basement") will grant King County and its agents, employees, contractors, subcontractors and invitees the non-exclusive, temporary right to use that portion of real property legally described below and depicted on Schedule K-1 attached hereto, to locate, install, operate, use, maintain, repair, replace and remove a temporary fixed or floating dock/spud barge and a temporary fixed or floating means of access to the Temporary Additional Barge Parcel Basement described above, the Barge Parcel as described in Exhibit G and the Core Temporary Basement as described in Exhibit F, all of which are contiguous, for the transportation and delivery, by barge or other vessel, of dirt, spoils and other construction materials to and from the Temporary Additional Barge Parcel Basement described above, Barge Parcel as described in Exhibit G, the Core Temporary Basement as described in Exhibit F, and the Fee Parcel as described in Exhibit C, all of which are contiguous. The Temporary Additional DNR Parcel Basement shall include the right to moor barges and other vessels to the temporary dock from time to time and the rights of ingress and egress to the temporary dock from the Temporary Additional Barge Parcel Basement described above, the Barge Parcel as described in Exhibit G and the Core Temporary Basement as described in Exhibit F, all of which are contiguous, in connection with such transportation and delivery. This Temporary Additional DNR Parcel Basement shall be used during the construction period described in paragraph 3 below.

Legal Description of Additional DNR Parcel Basement

Being that portion of the Beds of Puget Sound described as follows:

Beginning at the hereinabove described Point "B"; thence North 73°24'22" West 89.84 feet; thence South 16°41'54" West 263.05 feet to the southerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said southerly line, South 72°57'35" East 122 feet, more or less to the line of Extreme Low Tide; thence along said line, Northerly 53 feet, more or less to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 15 feet, more or less to an angle point therein; thence continuing along said westerly line, North 12°58'25" East 203.15 feet to the Point of Beginning.

3. Use of the Temporary Additional Barge Parcel Basement and the Temporary Additional DNR Parcel Basement are necessary from issuance of the Notice to Proceed until completion of
staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).
EASEMENT AGREEMENT

Reference Numbers of Related Documents  N/A
Grantor     PARAMOUNT OF WASHINGTON, INC
Grantee     POINT WELLS, LLC

Abbreviated legal description  Portion SW Qtr 35-27-3 (Ex C, p 10 attached hereto)
Assessor's Property Tax Parcel Account Number(s)  27033500300900

ACCOMMODATION ONLY

THIS AGREEMENT is effective as of June 27, 2006 and is by and between
PARAMOUNT OF WASHINGTON, INC, a Washington corporation (referred to hereinafter as the
"Grantor") and POINT WELLS, LLC, a Washington limited liability company (referred to
hereinafter as "Pt. Wells")

A    WHEREAS, Grantor is the owner of real property located in Snohomish County,
Washington, a portion of which is identified as Snohomish County Assessor's Tax Parcel No
27033500303000, and is legally described as on Exhibit A attached hereto and incorporated by
reference hereinafter (the "Grantor's Adjoining Property");

B    WHEREAS, Pt. Wells is the owner of real property located in Snohomish County,
Washington, a portion of which is identified as Snohomish County Assessor's Tax Parcel Nos
27033500306800, 27033500302900, and 27033500303100, and is legally described as on
Exhibit B attached hereto and incorporated by reference hereinafter (the "Pt. Wells Adjoining
Property");

C    WHEREAS, Grantor is also the owner of real property located in Snohomish County,
Washington, identified as Snohomish County Assessor's Tax Parcel No
27033500300960, and is legally described as on Exhibit C attached hereto and incorporated by
reference hereinafter (the "Access Property"), and such Access Property runs from 116th Ave W in
Woodway, Washington westward, then abuts along the southern boundary of the Pt. Wells
Adjoining Property, and then connects to the eastern edge of the Grantor's Adjoining Property,
as shown on Exhibit D attached hereto and incorporated by reference hereinafter,
D  WHEREAS, the parties hereto desire to preserve and document their mutual intent to provide for the development of their respective properties, while accommodating the future development of the Grantor’s Adjoining Property and the Pt Wells Adjoining Property (collectively, the “Adjoining Properties”),

NOW, THEREFORE, for good and valuable consideration, including the covenants, terms and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1  Grant of Easement  Grantor hereby conveys and warrants to Pt Wells a perpetual nonexclusive easement over, across and upon the Access Property for the purpose of vehicular and pedestrian access to the Pt Wells Adjoining Property (the “Pt Wells Access Rights”) and the development of the Pt Wells Adjoining Property, including the installation, construction, operation, maintenance, removal, and repair of a roadway and roadway improvements related to said purpose and any and all utilities associated therewith, together with the nonexclusive right of ingress to and egress from said property for the foregoing purposes (the “Pt Wells Construction Rights”) The Pt Wells Access Rights and the Pt Wells Construction Rights are collectively referred to hereinafter as the "Easement Rights"

2  Reservation of Grantor’s Rights  In granting the Easement Rights hereunder, the Grantor specifically reserves for Grantor a right over, across and upon the Access Property for any and all purposes, including the installation, construction, operation, maintenance, removal, and repair of a roadway and roadway improvements and any and all utilities associated therewith, together with the right of ingress to and egress from said property for any purposes Grantor further reserves all rights with respect to its property, including, without limitation, the right to grant easement licenses and permits to others subject to the rights granted in this Agreement

3  Compliance With Laws and Regulations  The parties shall at all times exercise their rights herein in accordance with the requirements of any and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction thereof

4  Approval of Plans  Prior to the exercise of the Pt Wells Construction Rights or any other substantial activity by Pt Wells on the Access Property, a notification and plans for such work shall be submitted in writing to Grantor by Pt Wells and no such work by Pt Wells shall be commenced without Grantor’s prior written approval of the plans therefor, which approval shall not be unreasonably conditioned, delayed or withheld, provided, however, that in the event of an emergency requiring immediate action by Pt Wells for the protection of its facilities or other persons or property, Pt Wells may take such action upon such notice to Grantor as is reasonable under the circumstances. The failure to either approve, condition or deny such plans within 30 days of delivery to the Grantor shall be deemed approval of such plans. Any material changes or revisions in the plans shall also be subject to Grantor’s prior written or deemed approval as described above. Nothing in this Agreement shall be deemed to impose any duty or obligation on Grantor to determine the adequacy or sufficiency of Pt Wells’ plans and designs, or to ascertain whether Pt Wells’ construction is in conformance with the plans and specifications approved by Grantor
5. **Work Standards** All work to be performed by Pt Wells on the Access Property shall be in accordance with the plans submitted to and approved by Grantor and shall be completed in a professional and workmanlike manner, free of claims or liens.

6. **Access by Grantor During Construction** Pt Wells shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the Access Property during periods in which Pt Wells is conducting construction or other activities.

7. **Termination for Breach** In the event Pt Wells breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of Grantor’s giving Pt Wells written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances, Grantor may terminate Pt Wells’s rights under this Agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor’s right to terminate for any future breach or default.

8. **Termination for Cessation of Use** In the event Pt Wells ceases to use the Access Property for a period of twenty (20) successive years, this Agreement and all of Pt Wells’s rights hereunder shall terminate and revert to Grantor.

9. **Release of Obligations on Termination** No termination of this Agreement shall release Pt Wells from any liability or obligation with respect to any matter occurring prior to such termination.

10. **Indemnity** The parties hereto do hereby agree to indemnify and promise to defend and save harmless the other party from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys’ fees incurred by such party in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of a party hereto or its servants, agents, employees and contractors in the exercise of the rights granted herein, provided, however, this provision does not purport to indemnify a party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of such party or the party’s agents or employees.

11. **Title** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted or claimed affecting the property subject to this Agreement. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.

12. **Notices** Notices required to be in writing under this Agreement shall be given as follows:

   If to Grantor

   Paramount of Washington, Inc
   Attn: President
   14700 Downey Ave
   Paramount, CA 90723
If to Pt Wells,

Point Wells, LLC
Attn General Manager
1041 W 18th St, Ste A101
Costa Mesa, CA 92627

Notices shall be deemed effective, if mailed, upon the second day following deposit thereof in the United States mails, postage prepaid, certified or registered mail, return receipt requested, or upon delivery thereof if otherwise given. Either party may change the address to which notices may be given by giving notice as above provided.

13 Assignment Pt Wells shall not assign the Pt Wells Construction Rights hereunder without the prior written consent of Grantor, which consent shall not be unreasonably conditioned, delayed or withheld. Pt Wells may assign the Pt Wells Access Rights hereunder, in whole or in part, as part of the whole or partial transfer of the real property comprising the Pt Wells Adjoining Property, after notice to Grantor.

14 Successors The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors, permitted assigns, lessees, mortgagees, or beneficiaries under a deed of trust. The easements and covenants contained herein shall run with the land as to the Pt Wells Adjoining Property. In the event of any subdivision or partition of all or any portion of the Pt Wells Adjoining Property, the Pt Wells Access Rights granted herein shall be appurtenant to and run with each and every parcel thereof whether transferred or retained. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns.

15 Attorneys Fees and Costs If an action is commenced to enforce, rescind or interpret this Agreement or the obligations forming a part hereof, including any action or participation in or in connection with a case or proceeding under any chapter of the Bankruptcy Code, or any successor statute, the prevailing party shall be entitled to recover from the other party, and the other party agrees to pay to the prevailing party, in addition to costs and disbursements allowed by law, the prevailing party's reasonable attorney fees at trial or on appeal thereof or therefrom. Attorney fees shall include any attorney services rendered whether or not litigation is commenced and all services rendered prior to the institution of litigation and shall include all costs and expenses of litigation, including depositions, expert's fees and other normal and reasonable charges incurred by the prevailing party, including a reasonable sum for post-judgment collection.

16 Severability The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.
17 **Applicable Law** This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Washington, including without limitation, matters affecting title to all real property described herein.

18 **Amendments in Writing** The provisions of this Agreement may not be modified or amended, except pursuant to a written agreement in recordable form signed by all of the parties hereto.

19 **Entire Agreement** This Agreement constitutes the entire understanding and agreement between the parties and no representations have been made to induce any party to enter into this Agreement except as expressly set forth herein.

EXECUTED as of the dates set forth below:

PARAMOUNT OF WASHINGTON, INC, a Washington corporation

By [Signature]

Title **CEO**

Dated June 26, 2006

POINT WELLS, LLC, a Washington limited liability company

By [Signature]

Title **Gen Mgr**

Dated June 26, 2006
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles

On Jun 26 2006, before me, Eva C. Bailey, Notary Public, personally appeared W. Scott Lovejoy III, Mark R. Milano, and do hereby acknowledge that I was personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: Easement Agreement

Document Date: June 2006
Number of Pages: 10

Capacity(ies) Claimed by Signer
Signer's Name: W. Scott Lovejoy III, Mark R. Milano

- Corporate Officer
- Partner
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other

Signer Is Representing: 

Signature of Notary Public:

Place Notary Seal Above.
EXHIBIT A

Legal Description of Grantor's Adjoining Property

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 270335003000

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER
AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO
VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF PORTION OF LOT 4,
EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA,
WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN
OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M,
SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS
FOLLOWS

PARCEL 2, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-
109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND
REFERENCED THERETO BY RECORD OF SURVEY MAP RECORDED UNDER
AUDITOR'S FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON,

EXCEPT THAT PORTION OF SAID PARCEL 2 SEGREGATED FOR TAX PURPOSES AS
SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 27033500300900, DESCRIBED AS
FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID
SECTION A DISTANCE OF 482.03 FEET,
THENCE NORTH 88°33'35" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST
CORNER OF SAID TAX PARCEL NO. 27033500300900 AND THE TRUE POINT OF
BEGINNING,
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET,
THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET,
THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET,
THENCE NORTH 01°11'56" EAST A DISTANCE OF 20.00 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 580.00 FEET,
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE
NORTHEASTERLY CORNER OF SAID TAX PARCEL NO. 27033500300900,
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 34.70 FEET TO THE TRUE POINT OF
BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON
EXHIBIT B

Legal Description of Pt. Wells Adjoming Property

SNOHOMISH COUNTY ASSESSOR’S TAX PARCELS NO. 27033500300800, 27033500302900
AND 27033500303100

PORTIONS OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER
AND OF GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO
VOLUME 44 OF COMMISSIONER’S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27
NORTH, RANGE 3 EAST, W.M., LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE
OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE
BURLINGTON NORTHERN SANTA FE RAILWAY, BY DEED RECORDED UNDER AUDITOR’S
FILE NUMBERS 5277, 6220 AND 120070, SNOHOMISH COUNTY, WASHINGTON, MORE
PARTICULARLY DESCRIBED AS FOLLOWS

SNOHOMISH COUNTY ASSESSOR’S TAX PARCEL NO. 27033500302900

PARCEL 1, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-
109874, RECORDED UNDER AUDITOR’S FILE NUMBER 200405180215 AND REFERENCED
THERETO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR’S FILE NUMBER
200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,

EXCEPT THAT PORTION OF SAID PARCEL 1 SEGREGATED FOR TAX PURPOSES AS
SNOHOMISH COUNTY ASSESSOR’S TAX PARCEL NO. 27033500300800, DESCRIBED AS
FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 01°11’56” EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID
SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED) TO THE TRUE POINT OF
BEGINNING,
THENCE NORTH 88°33’35” WEST A DISTANCE OF 520.27 FEET,
THENCE NORTH 01°11’56” EAST A DISTANCE OF 20.00 FEET,
THENCE SOUTH 88°33’35” EAST A DISTANCE OF 520.27 FEET,
THENCE SOUTH 01°11’56” WEST A DISTANCE OF 20.00 FEET TO THE NORTHEASTERLY
CORNER OF SAID TAX PARCEL NO. 27033500300800, AND THE TRUE POINT OF
BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNOHOMISH COUNTY ASSESSOR’S TAX PARCEL NO. 27033500300800

THAT PORTION OF PARCEL 1, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE
NUMBER 04-109874, RECORDED UNDER AUDITOR’S FILE NUMBER 200405180215 AND
REFERENCED THERETO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR’S
FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
SEGREGATED FOR TAX PURPOSES AS SNOHOMISH COUNTY ASSESSOR’S TAX PARCEL
NO. 27033500300800, DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 01°11’56” EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID
SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED) TO THE TRUE POINT OF
BEGINNING,
EXHIBIT B (Continued)

Legal Description of Pt. Wells Adjoining Property

THENCE NORTH 88°33'35" WEST A DISTANCE OF 520 27 FEET,
THENCE NORTH 01°11'56" EAST A DISTANCE OF 20 00 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 520 27 FEET,
THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20 00 FEET TO THE NORTHEASTERLY
CORNER OF SAID TAX PARCEL NO 27033500300800, AND THE TRUE POINT OF
BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO 27033500303100

PARCELS B AND C, PER STATUTORY WARRANTY DEED, RECORDED UNDER AUDITOR'S
FILE NUMBER 20050311233, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON
EXHIBIT C

Legal Description of Access Property

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 27033500300900

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER'S RECORDS, PAGE 44 AND OF PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M., SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS

THAT PORTION OF PARCEL 2, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT FILE NUMBER 04-109874, RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215 AND REFERENCED THERETO BY RECORD OF SURVEY MAP RECORDED UNDER AUDITOR'S FILE NUMBER 200405245217, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SEGREGATED FOR TAX PURPOSES AS SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 27033500300900, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 482.03 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 30.00 FEET TO THE SOUTHEAST CORNER OF SAID TAX PARCEL NO. 27033500300900 AND THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 616.67 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 34.70 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 453.60 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 20.00 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 580.00 FEET, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 20.00 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 490.27 FEET TO THE NORTHEASTERLY CORNER OF SAID TAX PARCEL NO. 27033500300900, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 34.70 FEET TO THE TRUE POINT OF BEGINNING

SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON
EXHIBIT D
Location of Properties
MEMORANDUM OF INTERCREDITOR AND ACCESS RIGHTS

35-273 - 04983 13-17
0035-003-012-00; 20335-003-027-00; 270335-003-028-00; 270335-003-011-00; 20335-003-007-00

THIS MEMORANDUM OF ACCESS RIGHTS (this "Memorandum") is made and entered into as of the 28th day of February, 2007 among PARAMOUNT PETROLEUM CORPORATION, a Delaware corporation ("Borrower"), EDGINGTON OIL COMPANY, LLC, a Delaware limited liability company, ALON ASPHALT BAKERSFIELD, INC., a Delaware corporation, PARAMOUNT OF OREGON, LLC, a Delaware limited liability company, PARAMOUNT OF WASHINGTON, LLC, a Delaware limited liability company, and PARAMOUNT PETROLEUM CORPORATION OF ARIZONA, INC., a Delaware corporation (collectively, with the Borrower, the "Grantors" and each, individually, a "Grantor"), and BANK OF AMERICA, N.A., in its capacity as Bank Agent

RECITALS

A Pursuant to that certain Second Amended and Restated Credit Agreement dated as of February 28, 2007, by and among the Grantors, the financial institutions party thereto from time to time (the "Bank Lenders"), Bank of America, N.A., as administrative agent for the Bank Lenders (the "Bank Agent") (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), the Bank Lenders have agreed to make certain financial accommodations available to Borrower Capitalized terms used but not defined herein have the respective meanings set forth in the Credit Agreement

B Pursuant to that certain Security Agreement dated as of February 28, 2007 by and among the Grantors and the Bank Agent (as amended, restated or otherwise
modified from time to time, the "Bank Security Agreement"), the Grantors have granted a lien and security interest in certain of their respective real and personal property (collectively, the "Bank Collateral") to Bank Agent as security for the Grantors’ obligations under the Credit Agreement. The Credit Agreement, the Bank Security Agreement, the Deeds of Trust (defined below) and the other documents executed in connection with the transactions contemplated by the Credit Agreement are hereinafter collectively referred to as the "Bank Loan Documents."

D In order to induce the Bank Lenders to enter into the Credit Agreement and continue to make Revolving Loans and issue Letters of Credit as provided for in the Credit Agreement, each of the Grantors agreed to enter into certain security instruments, including certain deeds of trust (collectively, the "Deeds of Trust") encumbering the real property described on Schedule 1 attached hereto (collectively, the "Premises")

E Grantors are or intend to be party to other agreements, instruments and documents evidencing and relating to certain other indebtedness that Grantors have incurred or intend to incur with certain other lenders (collectively, the "Term Lenders"), including without limitation, deed of trusts (as amended, restated, or otherwise modified from time to time, the "Term Deeds of Trust") encumbering the Premises. The beneficiary under each of the Term Deeds of Trust is herein called the "Term Agent."

F The Term Agent and the Bank Agent are or intend to be parties to an Intercreditor Agreement (as amended, restated, or otherwise modified from time to time, the "Intercreditor Agreement") governing, among other things, the respective rights and obligations of the Bank Agent and the Term Agent to use the Premises. The Grantors have or intend to acknowledge and consent to the terms of the Intercreditor Agreement

G Pursuant to the Bank Loan Documents, the Grantors have provided to Bank Agent and the Bank Lenders, certain access rights (the "Access Rights") to the Premises, which rights may be exercised as provided for in the Bank Loan Documents. Subject to the terms of the Bank Loan Documents, such Access Rights include, without limitation, the right to enter into any of the Premises for the purpose of completing the production of, selling, assembling, using, processing, collecting, enforcing and realizing upon the Bank Collateral

H Pursuant to the Bank Loan Documents, the Grantors have licensed to Bank Agent, certain proprietary rights, including without limitation, the Grantors’ rights in licenses, franchises, permits, patents, patent rights, copyrights, trademarks, service marks, trade names and trade styles (collectively, the "Proprietary Rights"), which Proprietary Rights permit Bank Agent to enforce all liens held by Bank Agent upon the Bank Collateral and to complete the production, sale, assembling, use and processing of, and for the further purpose of collecting, enforcing and realizing upon, the Bank Collateral
The parties desire hereby to give record and constructive notice of the foregoing

NOW, THEREFORE, the parties agree as follows

1. **Recitals**: The foregoing Recitals are true and correct.

2. **Declaration of Memorandum**: The Grantors declare that they have entered into the Bank Loan Documents. This instrument is a memorandum thereof, and the Bank Credit Agreement and the Bank Security Agreement are incorporated herein by this reference with the same effect and as though set forth herein in its entirety. No term or provision hereof shall be deemed to limit or control the terms or provisions of the Bank Loan Documents and the failure to refer to any specific provision of the Bank Loan Documents in this Memorandum may not be construed as a waiver by Bank Agent or the Bank Lenders of the rights and benefits of such provision. Any party wishing to determine the exact nature and extent of Bank Agent’s and the Bank Lenders’ rights under the Bank Loan Documents should and must consult the terms and provisions thereof which shall prevail in the event of any inconsistency herewith. The grant of Access Rights and license of Proprietary Rights are further supplemented by the rights of the Bank Agent and the Bank Lenders as secured creditors of the Grantors under applicable law.

3. **Covenant**: It is the intention of the parties that the Access Rights create and constitute a covenant running with the land, which covenant is memorialized by this Memorandum, and that any subsequent owner or mortgagee of the Premises (including the Term Lenders, the Term Agent and its and their successors and assigns under the Term Deed of Trust) or any other person or entity acquiring any interest in or to the Premises take its interest in the Premises subject to such Access Rights and the Proprietary Rights, provided, however, that as between the Term Agent and the Bank Agent, the use of the Access Rights and the Proprietary Rights are and shall be at all times subject to the Intercreditor Agreement.

4. **Termination**: This Memorandum shall automatically terminate and shall be of no further force or effect upon (a) the termination of the Credit Agreement upon the irrevocable and unconditional payment in full in cash of all obligations and liabilities of the Grantors under and in connection with the Credit Agreement, or (b) as earlier provided by the Intercreditor Agreement. Upon written request of the Grantors, and at the sole cost and expense of the Grantors, the Bank Agent shall execute any documents reasonably required to evidence such termination.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, the parties have executed this Memorandum made effective on the day and year first above written.

"GRANTORS"

PARAMOUNT PETROLEUM CORPORATION

By: __________________________
   Name: Harlin R. Dean
   Title: Vice President and Secretary

EDGINGTON OIL COMPANY, LLC

By: __________________________
   Name: Harlin R. Dean
   Title: Vice President and Secretary

ALON ASPHALT BAKERSFIELD, INC.

By: __________________________
   Name: Harlin R. Dean
   Title: Vice President and Secretary

PARAMOUNT PETROLEUM CORPORATION OF ARIZONA, INC.

By: __________________________
   Name: Harlin R. Dean
   Title: Vice President and Secretary

Signature Page
PARAMOUNT OF OREGON, LLC

By: ____________________________
Name: Harlin R. Dean
Title: Vice President and Secretary

PARAMOUNT OF WASHINGTON, LLC

By: ____________________________
Name: Harlin R. Dean
Title: Vice President and Secretary

Signature Page
"AGENT"

BANK OF AMERICA, N.A., as Agent

By ________________________________
Name: Todd R. Eggertsen
Title: Vice President
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Horin D. Dan, Vice President of Paramount Pictures Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

WYLEEN OCH
Notary Public
STATE OF TEXAS
Comm Exp Oct 19, 2009

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Horin D. Dan, Vice President of Paramount Pictures Corporation, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

WYLEEN OCH
Notary Public
STATE OF TEXAS
Comm Exp Oct 19, 2009

Notary Page

PARAMOUNT (2nd A&R) Memorandum of Interests and Access Rights #4443983
On February 23, 2007, before me, the undersigned, a notary public, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

WYLEEN OCH
Notary Public
STATE OF TEXAS
My Comm Exp Oct 19, 2009

[SEAL]

On February 23, 2007, before me, the undersigned, a notary public, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

WYLEEN OCH
Notary Public
STATE OF TEXAS
My Comm Exp Oct 19, 2009

Notary Page

PARAMOUNT (2nd A&R) Memorandum of Intercreditor and Access Rights #4443988
STATE OF Texas §
COUNTY OF Dallas § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Martin R. Dean, Vice President & Secretary of Paramount of Arizona, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]

STATE OF Texas §
COUNTY OF Los Angeles § ss.

On February 23, 2007, before me, the undersigned, a notary public, personally appeared Martin R. Dean, Vice President & Secretary of Paramount of Arizona, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]
STATE OF CALIFORNIA  )
COUNTY OF LOS ANGELES   ) ss

On February 20, 2007 before me, Donald C Kay Jr., Notary Public, personally appeared Todd R Eggertsen, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[SEAL]

Donald C. Kay Jr.
Commission # 1682466
Notary Public - California
Los Angeles County
My Comm. Expires Jul 20, 2010

Notary Page

PARAMOUNT (2nd A&R) Memorandum of Intercreditor and Access Rights #4443988
Schedule "I"

1. Deed Of Trust With Power Of Sale Assignment Of Leases And Rents, Security Agreement, Fixtures Filing And Financing Statement dated as of February 28, 2007 executed by Paramount of Washington, LLC, in favor of Bank Agent, which Deed of Trust encumbers the real property described on Exhibit "A" attached hereto.
EXHIBIT "A"
PARCEL A

ALL THAT PORTION OF GOVERNMENT LOT 3, LYING WESTERLY OF THE WESTERLY RIGHT OF WAY MARGIN OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY (NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION) BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220 AND OF TIDE LAND LOT 3, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON, ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS," SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 6220, A DISTANCE OF 1708 20 FEET NORTH OF THE SOUTH BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE SOUTH QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION, THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY A DISTANCE OF 272 27 FEET TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,

THENCE NORTH 76° 34'18" WEST 657 50 FEET,
THENCE SOUTH 0° 12'17" WEST, 193 15 FEET,
THENCE NORTH 87° 02'52" WEST, 381 34 FEET,
THENCE NORTH 75° 41'33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE TERMINUS OF THE LINE HEREIN DESCRIBED.

PARCEL D


BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5277 WHICH IS 748 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT HAVING BEEN LOCATED BY GARDNER, GARDNER AND FISCHER, INC., CIVIL ENGINEERS, AS BEARING NORTH 0°02'39" EAST ALONG THE NORTH AND SOUTH QUARTER SECTION LINE, 748 00 FEET AND NORTH 89°30'46" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 1381 93 FEET FROM THE QUARTER SECTION CORNER IN THE SOUTH LINE OF
SAID SECTION,
THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF SAID BURLINGTON NORTHERN RAILWAY
RIGHT OF WAY 200 FEET, TO A POINT WHICH IS 560.46 FEET NORTH AND 1393.68 FEET
WEST OF SAID QUARTER SECTION CORNER,
THENCE NORTH 89°30'46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION
695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER LINE
BEING THE EASTERLY LINE OF SAID LOT 4 SAID EDMONDS TIDELANDS,
THENCE NORTH 46°58'20" WEST ALONG SAID MEANDER LINE 147.44 FEET,
THENCE NORTH 89°30'46" WEST 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4,
EDMONDS TIDELANDS,
THENCE NORTH 41°17'17" WEST ALONG SAID WESTERLY LINE, 86.16 FEET TO AN ANGLE
POINT IN SAID LINE,
THENCE NORTH 11°48'43" EAST ALONG SAID WESTERLY LINE OF LOT 4, AND ALONG THE
WESTERLY LINE OF LOT 3 OF SAID EDMONDS TIDELANDS, 990.54 FEET TO AN ANGLE
POINT IN SAID LINE,
THENCE NORTHEASTERLY ALONG THE SAID WESTERLY LINE OF SAID LOT 3, EDMONDS TIDE
LANDS, 359.62 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF THE J C
VAN ECK TRACT, AS ESTABLISHED BY DEED ENTERED IN SNOHOMISH COUNTY TITLE
REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK, PLAINTIFF VS DANIEL HINES
(ET AL) DEFENDANTS,
THENCE SOUTH 67°05'15" EAST ALONG THE SOUTHWESTERLY LINE OF THE SAID VAN ECK
TRACT, AS ESTABLISHED IN SAID CAUSE NO 5, 986.73 FEET, TO A POINT IN THE
SAID WESTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,
THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY RIGHT OF WAY LINE TO THE POINT
OF BEGINNING,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO,
OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS CONVEYED
BY THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER
758480

EXCEPT THAT PORTION OF GOVERNMENT LOT 3 AND SAID TIDE LAND LOT 3, LYING
NORTHWERLY OF A LINE DESCRIBED AS FOLLOWS

COMMENCING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE BURLINGTON
NORTHERN RAILROAD DISTANT 1708.2 FEET NORTH OF THE SOUTH BOUNDARY OF SAID
SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID SECTION THROUGH THE
SOUTH QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION,
THENCE SOUTH 22° 54'45" WEST ALONG THE WESTERLY RIGHT OF WAY LINE 272.27 FEET
TO THE TRUE POINT OF BEGINNING OF THE LINE HEREIN DESCRIBED,
THENCE NORTH 76° 34'18" WEST 657.50 FEET,
THENCE SOUTH 0° 12'17" WEST, 193.15 FEET.
CHICAGO TITLE INSURANCE COMPANY
A L.T.A COMMITMENT
SCHEDULE A
(Continued)

Order No 5303117
Your No

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

THENCE NORTH 87° 02’52" WEST, 381 34 FEET,
THENCE NORTH 75° 41’33" WEST TO WEST LINE OF SAID TIDELAND LOT 3 AND THE
TERMINUS OF THE LINE HEREIN DESCRIBED

PARCEL E

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF
COMMISSIONER’S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE
LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF
TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS", ALL IN SECTION 35,
TOWNSHIP 27, RANGE 3 EAST, W M, SAID PARCEL MORE PARTICULARLY DESCRIBED AS
FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE
WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 01°11’56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION
A DISTANCE OF 991 97 FEET (60 RODS BY DEED),
THENCE NORTH 88°33’35" WEST A DISTANCE OF 943 19 FEET TO THE POINT OF
BEGINNING OF THIS PARCEL DESCRIPTION,
THENCE SOUTH 01°11’56" WEST A DISTANCE OF 455 24 FEET,
THENCE SOUTH 88°33’35" EAST A DISTANCE OF 422 92 FEET,
THENCE SOUTH 01°11’56" WEST A DISTANCE OF 20 00 FEET,
THENCE SOUTH 88°33’35" EAST A DISTANCE OF 490 27 FEET TO THE WEST MARGIN OF
116TH AVENUE SW,
THENCE SOUTH 01°11’56" WEST ALONG SAID MARGIN A DISTANCE OF 34 70 FEET,
THENCE NORTH 88°33’35" WEST A DISTANCE OF 616 67 FEET,
THENCE NORTH 01°11’56" EAST A DISTANCE OF 34 70 FEET,
THENCE NORTH 88°33’35" WEST A DISTANCE OF 453 60 FEET,
THENCE SOUTH 01°11’56" WEST A DISTANCE OF 259 23 FEET,
THENCE NORTH 88°33’35" WEST A DISTANCE OF 153 56 FEET, MORE OR LESS, TO THE
EASTERLY RIGHT OF WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW
KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREAFTER
KNOWN AS POINT "A",
THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND
DISTANCES NORTH 05°29’24" WEST A DISTANCE OF 153 31 FEET,
THENCE NORTH 01°36’06" WEST A DISTANCE OF 65 00 FEET TO THE BEGINNING OF A
1382 70 FOOT RADIUS TANGENT CURVE TO THE RIGHT,
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
21°46’17" AN ARC DISTANCE OF 525 40 FEET,
THENCE NORTH 88°33’35" WEST A DISTANCE OF 1 50 FEET,
THENCE NORTH 24°02’46" EAST A DISTANCE OF 265 00 FEET,
CHICAGO TITLE INSURANCE COMPANY
A L.T.A COMMITMENT
SCHEDULE A
(Continued)

Order No 5303117
Your No

LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

THENCE SOUTH 31°23'34" EAST A DISTANCE OF 291 15 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT "A",
THENCE NORTH 88°33'35" WEST A DISTANCE OF 107 79 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING,
THENCE CONTINUING NORTH 88°33'35" WEST A DISTANCE OF 414 54 FEET, MORE OR LESS TO THE GOVERNMENT MEANDER LINE,
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 14 77 FEET,
THENCE NORTH 88°33'35" WEST A DISTANCE OF 240 88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS,
THENCE NORTH 40°07'35" WEST ALONG SAID LINE A DISTANCE OF 551 68 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 158 05 FEET TO SAID MEANDER LINE,
THENCE SOUTH 45°57'35" EAST ALONG SAID LINE A DISTANCE OF 147 44 FEET,
THENCE SOUTH 88°33'35" EAST A DISTANCE OF 710 85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1004 93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT,
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°52'56" AN ARC DISTANCE OF 85 63 FEET,
THENCE SOUTH 05°29'24" EAST A DISTANCE OF 219 22 FEET TO SAID POINT "A" AND THE POINT OF BEGINNING

ALSO KNOWN AS PARCEL 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200405180215

PARCEL F

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35,
THENCE NORTH 0°21'27" EAST 247 50 FEET,
THENCE NORTH 89°00' WEST ALONG THE NORTH LINE OF PROPERTY CONVEYED TO ELIZABETH JANE SPENCER BY DEED RECORDED IN VOLUME 5 OF DEEDS, PAGE 264, 1100 27 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION,
THENCE NORTH 10 FEET TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO NORTH AMERICAN TERRA COTTA TILE BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 81850,
THENCE NORTH 89°00' WEST ALONG THE SOUTH LINE OF SAID NORTH AMERICAN TERRA COTTA TILE PARCEL TO THE MEANDER LINE OF SAID SECTION 35,
THENCE SOUTH 44°57'35" EAST, ALONG THE SAID MEANDER LINE 14 77 FEET TO A
LEGAL DESCRIPTION EXHIBIT
(Paragraph 4 of Schedule A continuation)

POINT WHICH IS 10 FEET SOUTH OF AND PARALLEL TO THE LINE LAST ABOVE DESCRIBED,
THENCE SOUTH 89°00' EAST TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION OF SAID PREMISES LYING EASTERLY OF THE WESTERLY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION, AS CONVEYED BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING UPON THE ABOVE DESCRIBED PARCEL F, AS CONVEYED BY THE STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NUMBER 758480

PARCEL G

ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M., AND OF LOT 4 EDMONDS TIDELANDS ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED "PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS, LYING WESTERLY OF THAT CERTAIN STRIP OF LAND CONVEYED TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS BURLINGTON NORTHERN, INC., A DELAWARE CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 5662 AND SOUTH OF A LINE WHICH IS PARALLEL TO AND DISTANT 247 5 FEET NORTH OF THE SOUTH LINE OF SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SECTION 35 THROUGH THE QUARTER CORNER ON THE SOUTH LINE OF SAID SECTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON
IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

KING COUNTY, a county of the state of Washington,

v.

BSRE POINT WELLS, LP, a Delaware limited partnership; PARAMOUNT OF WASHINGTON, LLC, a Washington limited liability company; PARAMOUNT PETROLEUM CORPORATION, a Delaware corporation; CREDIT SUISSE, a deed of trust beneficiary; BANK OF AMERICA, N.A., a deed of trust beneficiary;

Respondents.

No. 10-2-05864-6

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DETERMINING PUBLIC USE AND NECESSITY

[PROPOSED]

This matter came before the Court on King County’s Motion for an Order Determining Public Use and Necessity. The Court hereby makes the following findings of fact and conclusions of law:

I. FINDINGS OF FACT

1. Petitioner King County is a county of the State of Washington and exists under the Washington Constitution and the laws of the State of Washington. It is
empowered to condemn and damage land and other property rights for the purpose of
constructing, developing, maintaining and operating the Brightwater Regional Wastewater
Treatment System ("Brightwater") and related facilities.

2. The property rights that King County seeks to condemn are located in
Snohomish County, Washington, and are described in Exhibit C and depicted in
Schedules C-1 and C-2 attached to the Petition ("Easements"), and are a subset of the
property interests described in Exhibit A to the Petition and the leasehold rights held by
Respondents ("Property").

3. The respective names of every owner, person or party encumbering the
Property, or other person or party interested in the Property, so far as they can be
ascertained from the public records are as follows:

**Title Holders:**

(a) BSRE Point Wells, LP, a Delaware limited partnership, is the current title
owner of the real property more particularly described in Exhibit A
attached to the Petition;

(b) Paramount of Washington, LLC, a Washington limited liability company,
is the current title owner of all buildings, structures, fixtures, pipelines,
tanks, equipment, fencing, docks, piers and other improvements or
replacements thereof, as excepted in the statutory warranty deed recorded
June 1, 2010, under recording no. 201006010366, located on the property
described in Exhibit A, as well as the owner of leasehold rights to aquatic
lands leased from the Washington State Department of Natural Resources
and the improvements on such aquatic lands. Upon information and belief, Paramount of Washington, LLC, also is known as and/or does business as Paramount of Washington, LLC, a Delaware limited liability company.

Possible Interests Disclosed by Documents of Record:

(c) Paramount Petroleum Corporation, a Delaware corporation;

(d) Credit Suisse, a deed of trust beneficiary; and

(e) Bank of America, N.A., a deed of trust beneficiary.

4. All parties interested in the Property have been served with notice and a copy of the Petition.

5. On October 10, 2005, King County duly enacted Ordinance No. 15296 authorizing the condemnation, appropriation, taking, and damaging of, inter alia, the land, property, and property rights described in Paragraph 2, supra.

6. On two prior occasions, this Court has determined public use and necessity for a larger parcel of property including the Easements in King County v. Paramount of Washington, LLC, et al., Snohomish County Superior Court Case No. 05-2-13678-1 ("First Condemnation Action").

7. Paramount of Washington, LLC, also stipulated to a determination of public use and necessity for the Brightwater project in the First Condemnation Action.

8. King County has determined that constructing and operating Brightwater and related facilities is a public purpose, there is public necessity for the Brightwater project, and the Easements described in Paragraph 2 and Exhibit C and depicted in Schedules C-1 and C-2 are necessary for the Brightwater project.
II. CONCLUSIONS OF LAW

1. The court has jurisdiction over the parties and the subject matter of this action.

2. King County has the power to condemn all property and property rights, pursuant to RCW 8.08.010, RCW 35.58.320, RCW 35.58.200, and other applicable law.

3. Construction of the Brightwater project is within the constitutional and statutory authority of King County.

4. The question of whether the Brightwater project is a public use of the Property is a judicial question; but the court gives great weight to the determination of public use by King County.

5. Construction and operation of the Brightwater project on the Property is a public use.

6. The questions whether the public interest requires the use and whether the Easements are necessary for that use are legislative questions, and the determination of King County will be deemed conclusive in the absence of proof of actual fraud or such arbitrary and capricious conduct as would amount to constructive fraud.

7. The public interest requires construction of the Brightwater project.

8. The Easements are necessary for the construction and operation of the Brightwater project.

9. There is no evidence of actual fraud or such arbitrary and capricious conduct as would amount to constructive fraud by King County in determining that the public interest requires the Easements.
10. King County is entitled to the issuance of an order determining public use and necessity for the taking of the Easements for the Brightwater project.

III. ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED that

1. The Easements that are the subject of this condemnation action are legally described in Exhibit C and depicted in Schedules C-1 and C-2 attached to the Petition;

2. The Easements sought to be taken are required and necessary for the Brightwater project; and

3. The Brightwater project is a public use required by the public interest.

IT IS SO ORDERED this 1st day of Dec., 2010.

Judge Court Commissioner

Presented by:
K&L GATES LLP

By
Bart Freedman, WSBA # 14187
Sarah C. Johnson, WSBA #34529
Jessica A. Skelton, WSBA #36748

KING COUNTY PROSECUTING ATTORNEY’S OFFICE

By
Verna P. Bromley, WSBA # 24703

Attorneys for Petitioner King County
TEMPORARY BARGE AND DOCK EASEMENT

1. The Barge Parcel

The "Barge" temporary construction easement will grant King County and its agents, employees, contractors, subcontractors and invitees the right to use the "Barge" temporary easement area legally described below and depicted on Schedule G-1 and G-2 as attached hereto, including the right to moor barges to the dock for the installation, use, operation, maintenance, repair and replacement of the conveyor machine which will transport dirt and spoils from the excavation of the portal and outfall pipelines to the dock. From the dock the dirt and spoils will be removed from the site by barge. This "Barge" area also allows King County and its agents, employees, contractors, subcontractors, and invitees the right of ingress and egress to the dock area and for any maintenance of the conveyor machinery and associated equipment and appurtenances. This temporary construction easement is exclusive during King County's use of the area.

Legal Description of the "Barge" Parcel

West Parcel

Those portions of the Southeast Quarter of the Southwest Quarter, and of Government Lots 3 and 4, all in Section 35, Township 27 North, Range 3 East, Willamette Meridian, all lying west of the Burlington Northern and Santa Fe Railroad Right-of-Way and hereinafter referred to as the "West Parcel;"

Together with Second Class Tidelands, as conveyed by the State of Washington, adjoining and abutting thereon;

Excepting from all of the above lands and tidelands, those portions lying northerly of a line described as follows:

Commencing at a point on the westerly right-of-way of the Burlington Northern and Santa Fe Railroad distant 1708.2 feet north of the south boundary of said Section 35 as produced from the southeast corner of said section through the south quarter corner on the south line of said section; thence South 22°54'45" West along the westerly right-of-way line 272.27 feet to the True Point of Beginning of the line herein described; thence North 76°34'18" West 657.50 feet; thence South 0°12'17" West, 193.15 feet; thence North 87°02'52" West, 381.34 feet; thence North 75°41'33" West to the west line of said Tidelands and the terminus of the line herein described.

Being that portion of the hereinafore described "West Parcel" described as follows:

Commencing at the South Quarter Corner of said Section 35; thence along the south line of said section, North 88°33'35" West 1306.22 feet to the westerly right-of-way line of the Burlington Northern Santa Fe Railway; thence along said westerly right-of-way line, North 05°29'24" West 221.33 feet; thence North 88°33'35" West 64.24 feet; thence South 83°44'46" West 150.85 feet;
thence South 55°49'32" West 62.29 feet; thence South 40°13'07" East 218.50 feet to said south line of Section 35; thence along said south line and the westerly prolongation thereof, North 88°33'35" West 335.71 feet to the westerly line of the Second Class Tidelands; thence along said westerly line, North 40°07'35" West 882.48 feet; thence South 88°33'35" East 451.30 feet to the True Point of Beginning, said point hereinafter referred to as Point "A"; thence North 01°11'25" East 102.98 feet; thence EAST 93.26 feet; thence North 00°21'29" West 68.57 feet; thence WEST 91.40 feet; thence North 76°22'40" West 239.06 feet; thence North 73°24'22" West 228.33 feet to a point on the westerly line of the Second Class Tidelands, said point hereinafter referred to as Point "D"; thence along said westerly line, South 12°54'53" West 27.28 feet; thence South 73°24'22" East 234.11 feet; thence South 01°11'25" West 158.27 feet to a point on a non-tangent curve to the left having a radius of 189.89 feet, a radial line of said curve from said point bears North 85°03'15" East; thence along said curve southerly 36.33 feet through a central angle of 10°57'41" to a line that bears North 88°33'35" West from the Point of Beginning; thence South 88°33'35" East 226.15 feet to the True Point of Beginning.

2. The "DNR Parcel"

In addition, to the "Barge" area, King County and its agents, employees, contractors, subcontractors and invitees shall have a temporary non exclusive easement over the southerly 551.21' feet of the owner's dock, as depicted on Schedule G-2, known as the "DNR parcel." (which is leased by the owner from the State of Washington Department of Natural Resources, as the same may be renewed, modified, extended or renegotiated from time to time) for the purpose of the periodic transport of dirt and spoils from the excavation of the outfall pipeline pbrtal and other construction activities associated with the Brightwater Wastewater Treatment facility via barges which shall have the right to moor at the dock during such load/unloading activities. There will be no more than 2 barges per week and the arrival and departure of each barge from the dock will be coordinated with the owner of the property. The temporary dock easement includes the right by King County to make improvements to the dock, the pier and pilings as required in order for the dock to meet structural requirements caused by such use. These improvements will remain after the County's temporary use. This easement is not exclusive and will be shared with the owner. The property owner shall not voluntarily terminate the DNR parcel lease, or amend, modify or renegotiate the terms of the DNR parcel lease if any such amendment, modification or renegotiation would adversely affect King County's rights under the barge and dock easements described herein so long as the temporary barge and dock easements remain in full force and effect.

Legal Description of "DNR" Parcel

Being that portion of the Beds of Puget Sound described as follows:

Beginning at the hereinabove described Point "D"; thence North 73°24'22" West 88.07 feet; thence North 16°41'54" East 261.76 feet; thence North 73°24'22" West 104.65 feet to the westerly line of the Department of Natural Resources Agreement No. 20-013465; thence along said westerly line and along the southerly line of said agreement, South 17°02'25" West 551.21 feet and South 72°57'35" East 107.94 feet; thence North 16°41'54" East 263.05 feet; thence
South 73°24'22" East 89.84 feet to the westerly line of the Second Class Tidelands; thence North 12°58'25" East 27.28 feet to the Point of Beginning.

Use of the Barge temporary easement and "DNR Parcel" are necessary from issuance of the Notice to Proceed until completion of staging area use in approximately October 2010 provided that King County may extend the term of such temporary easements for a period not to exceed three years (with compensation established by a previously calculated annual amount).

Within the Barge temporary easement area and the "DNR Parcel" area there are a number of property improvements. These improvements will be affected as follows:

(a) The groundwater pump & treat system including extraction wells, located near the seawall at Northwest corner will be preserved during construction. The property owner will have continued access to this system during construction.

(b) The current property owner will continue to have access and use of the south dock, except for two 30-day windows when King County's conveyor located on the dock will be installed and removed. In addition, the south dock's surface may be modified during King County's temporary use to accommodate King County's equipment, but any modifications will be removed and the dock restored to the substantially its original condition upon termination of such temporary easements.

(c) The shed on the south side of the dock may be removed during King County's temporary use.

(d) The existing dock fire water system will be preserved during the term of the temporary easement period. It will not be moved and the property owner will have access to it at all times.

(e) The current property owner will have continued access to the seawall for boom deployment. This boom deployment equipment may be relocated during construction, but only to ensure the owner's continued access.
DOCK REPAIR AND USE AGREEMENT

THIS DOCK REPAIR AND USE AGREEMENT is effective as of September 22, 2006 by and between Paramount of Washington, LLC, a Delaware limited liability company, the successor-in-interest to Paramount of Washington, Inc., a Washington corporation (collectively "Paramount") and King County, a political subdivision of the State of Washington ("King County").

I. RECITALS

A. King County has filed its Petition in Eminent Domain in Snohomish County Superior Court, Case No. 05-2-13678-1 (the "Condemnation Petition") to take land and related interests in fee and easement for the construction and operation of the Brightwater Regional Wastewater Treatment System and related facilities (the "Brightwater Project").

B. Paramount owns certain property (identified in Exhibit A to the Condemnation Petition) needed by King County for the construction and operation of the Brightwater Project (the "Paramount Property").

C. The Condemnation Petition provides for the acquisition of different property rights and interests including: (1) rights related to the "Barge Parcel" ("Barge Parcel") (Exhibit A hereto) and (2) rights related to the "DNR Parcel" ("DNR Parcel") (Exhibit B hereto), both more fully described in the Temporary Barge and Dock Easement in Exhibit G of the Condemnation Petition.

D. On January 31, 2005, King County and Paramount entered into a Stipulation and Agreed Order for Immediate Use and Possession (the "Use and Possession Agreement") authorizing King County's use and possession of the property and rights being condemned in the Condemnation Petition, after July 1, 2006.

E. King County may utilize the DNR Parcel and a portion of the Barge Parcel (indicated on Exhibit A hereto) of the Temporary Barge & Dock Easement on the Paramount Property pursuant to the Condemnation Petition, the Use and Possession Agreement, and this Agreement.

F. Paramount has inspected its dock located on the DNR Parcel of the Temporary Barge & Dock Easement (the "Dock") and identified improvements it intends to make to its Dock as more specifically set forth in the attached Exhibits C and D hereto (collectively the "Work") and Paramount has calculated the estimated costs for such improvements.

G. King County has evaluated the condition of the Dock and Paramount's intended improvements.
H. King County has identified, consistent with Paramount's intended improvements, specific piles to be replaced and other repair work to be performed, including the achievement of specific load standards, as described in the attached Exhibits C and D.

I. The Dock improvements must be completed in order for King County and its contractors to have the option to use the Dock for the Brightwater Project.

J. The parties desire to proceed as set forth herein.

II. AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants, representations, terms and conditions contained herein, the parties agree as follows:

A. Dock Repair Work

1. Paramount agrees to contract to have the Work performed in satisfaction of the standards provided herein, and in compliance with standard industry practice.

2. Paramount agrees that the contracted Work shall be in compliance with the terms and conditions of all permits, applicable regulations, and state and federal law. The Parties agree that King County has obtained federal and state environmental permits required for the Work. To the extent Paramount seeks to extend the use of the permits beyond the initial permit period, such extension shall be Paramount's sole responsibility and at its own expense. King County will reasonably cooperate with any effort by Paramount to extend a permit obtained by King County, such cooperation not to be unreasonably conditioned, withheld, or delayed.

3. Paramount is fully responsible for the Work, including the acts and omissions of contractors, subcontractors and persons directly or indirectly hired by them, as Paramount is for the acts and omissions of persons employed by Paramount. No action taken by King County shall make King County responsible for the acts or omissions of any contractor, subcontractor or their employees.

4. Time is of the essence. Paramount will complete the essential elements of the Work identified on Exhibit B in the "Priority" column as "Essential" (the "Essential Work") no later than November 30, 2006 ("Completion Date") to entitle it to the payments described in Paragraph 6.

5. No later than November 24, 2006, or approximately one week before completion of the Essential Work, Paramount will provide written notice to King County that such Essential Work will be complete, and the date of the same. King County will make arrangements to inspect and verify the Essential Work performed within ten (10) days of completion of the Essential Work.

6. Upon King County's approval that the Essential Work has been timely completed, King County will authorize payment of $150,000.00 to Paramount. Such payment shall also
satisfy King County’s use of the DNR Parcel and the Barge Parcel noted on Exhibit A hereto of the Temporary Barge & Dock Basement as described herein. Provided that if King County’s contractor elects to use the DNR Parcel to convey spoils, this Agreement does not cover compensation for the use of the area marked as “Concrete Slab” on Exhibit A hereto. In the event King County’s contractor elects not to utilize the DNR Parcel to convey spoils, the Parties agree that King County shall not be required to make any additional payment for use of the area marked as “Concrete Slab” on Exhibit B hereto.

7. In the event the Essential Work is not performed by the Completion Date, King County is not obligated to pay Paramount for repairs to the Dock. Paramount’s untimely performance, and King County’s refusal to pay due to the same, shall not affect King County’s right to utilize the Temporary Barge & Dock Basement. In such circumstance, payment will be addressed in the condemnation proceeding.

8. Paramount shall have the right but not the obligation to complete all remaining Work beyond the Essential Work ("Remaining Work") no later than the Completion Date. King County will inspect and verify the Remaining Work performed within ten (10) days of completion of the Remaining Work. Upon King County’s approval that the Remaining Work has been timely completed, King County will authorize payment of $120,000.00 to Paramount. In the event Paramount performs Work in addition to the Essential Work, but does not complete the Remaining Work, King County will pay a pro rata amount for the Work completed, based on a schedule of values for such remaining work as agreed to by the parties. In no event, shall King County be obligated to pay more than $275,000.00 for the Work.

9. The Brightwater Project contractor may elect not to use the Dock to remove spoils. In such event, Paramount will not need to perform “Center Tap” work. King County will advise Paramount by the later of April 21, 2007, or sixty (60) days after King County gives its selected contractor notice to proceed, whether the “Center Tap” work is necessary. If King County notifies Paramount that the “Center Tap” is necessary, that work will be promptly completed by Paramount. The parties agree King County is entitled to withhold $5,000.00 until the “Center Tap” work is performed within a commercially reasonable time.

10. Paramount shall document and maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Agreement. Paramount shall maintain all documentation related to testing and inspection and make such documentation available to King County at its request.

11. King County may conduct its own inspections as provided herein to ensure that the Work is in accordance with the Agreement. King County will promptly notify Paramount if an inspection reveals that the Work is not in accordance with the Agreement. King County’s inspections are for its benefit and do not relieve Paramount of its responsibilities under the Agreement or any liability arising from the Work or the use of the Paramount dock. Neither observations by an inspector retained by King County, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Paramount from any
requirement under the Agreement. Inspectors are not authorized to change any term or condition of the Agreement.

12. The payments provided herein are the maximum amounts payable by King County to Paramount for performance of the Work and use of the DNR Parcel and portion of the Barge Parcel of the Temporary Barge & Dock Easement for a 39 month temporary construction easement. Provided, however, that if King County’s use of the Dock for tunnel spoil disposal continues after June, 2010, Paramount shall be entitled to additional compensation for the monthly fair market value of such use.

13A. Paramount assumes all risk of injury to its employees, agents, contractors and subcontractors, including loss or damage to property related to or arising out of the Work. To the fullest extent permitted by applicable law, Paramount releases and shall defend, indemnify, and hold harmless King County, including its officers, officials, employees and agents from all liability for direct damages because of bodily injury, personal injury, and property damages proximately caused by Paramount’s or its contractor’s negligence arising out of or in any way related to the performance and completion of the Work, but only to the extent of Paramount’s or its contractor’s negligence, as permitted under RCW 4.24.115 as now enacted or hereinafter amended. The duty to indemnify and defend King County shall extend to any claim, demand and/or cause of action brought by or on behalf of any of Paramount’s employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of Paramount’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects King County only. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

13B. King County assumes all risk of injury to its employees, agents, contractors and subcontractors, including loss or damage to property related to or arising out of the Work. To the fullest extent permitted by applicable law, King County releases and shall defend, indemnify, and hold harmless Paramount, including its officers, officials, employees and agents from all liability for direct damages because of bodily injury, personal injury, and property damages proximately caused by King County’s or its contractor’s negligence arising out of or in any way related to the performance and completion of the Work, but only to the extent of King County’s or its contractor’s negligence, as permitted under RCW 4.24.115 as now enacted or hereinafter amended. The duty to indemnify and defend Paramount shall extend to any claim, demand and/or cause of action brought by or on behalf of any of King County’s employees or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of King County’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects Paramount only. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

14. Paramount represents and warrants that its contractor(s) performing the Work maintain appropriate industry insurance for performance of the Work.

B. Dock Use
15. As described herein, King County may use the Dock for the Brightwater Project pursuant to the Condemnation Petition which allows for the transportation and removal of spoils from the excavation of the outfall pipeline, tunnel portal and outfall facilities; enables the transportation of the spoils to the dock for removal via conveyor; and all activities as described in Exhibit G to the Condemnation Petition. The Parties agree that the Condemnation Petition is construed in light of this Agreement. If King County's contractor does not elect to use the Dock to remove spoils, the contractor shall maintain the right to use the Dock for project performance such as mooring vessels in a manner that does not conflict with Paramount's right to use the Dock. The parties agree to use commercially reasonable best efforts to coordinate usage of the Dock.

16. If King County's contractor elects to use the Dock to remove spoils, Paramount shall use the Dock as described in this Paragraph. In any calendar month Paramount shall have the right to use the Dock for up to a total of fifteen (15) days (each day to be a 24 hour period) consisting of three (3) periods of up to five (5) consecutive days each (120 consecutive hours) ("Use Periods"). Each such day shall be considered a 24 hour period from 4:00 a.m. to 4:00 a.m. the succeeding day. Paramount must provide King County's project manager seventy-two (72) hours notice before the beginning of any Use Period. King County must have use of the Dock for two consecutive days that do not include a Sunday between any Use Periods. King County has the right to use the Dock any time not chosen by Paramount as a Use Period by Paramount. The foregoing notwithstanding, the Parties agree to cooperate in good faith to allow the Dock to be available to the other party during any period when the Dock is not actually needed for such parties' vessel operations, maintenance, repairs, safety, or security use without additional charge. Such use without additional charge shall include use by King County for site cleanup activities after completion of tunnel spoil removal.

17. Paramount agrees to defend, indemnify and hold King County harmless from any claim by third-parties, including Tesoro Petroleum, that they are entitled to compensation for King County's Temporary Barge & Dock Basement.

18. Subject to the terms and conditions of this Agreement, Paramount represents and warrants to King County that no other party, including Tesoro Petroleum, has the right to utilize the Temporary Barge & Dock Basement during the time periods reserved for King County's use in Paragraph 16 of this Agreement.

19. The Parties agree that in the event King County's contractors do not utilize the Dock for the Brightwater Project, payment made by King County under this Agreement, if any, is not refundable.

20. The Parties agree that no portion of the funds previously deposited by King County in the condemnation action for use and possession shall be applied to the acquisition cost of either the Barge Parcel or the DNR parcel, except to the extent that King County makes any additional payment for the Concrete Slab portion of the Barge Parcel as provided in Paragraph 6 of this Agreement.
21. This Agreement does not preclude Paramount from asserting a claim for physical
damage beyond normal wear and tear to the Dock caused by King County or its employees,
agents, consultants, contractors, or subcontractors. This Agreement does not create any
obligation or liability by King County for Dock damage.

C. Other

22. Any notice required to be given by either party to the other pursuant to the
provisions of this Agreement or any law, present or future, shall be in writing and shall be
deemed to have been duly given or sent if either delivered personally or deposited in the United
States Mail, postage prepaid, addressed to the following:

If to King County:

King County
Attn: Manager, Wastewater Treatment Division
Department of Natural Resources and Parks
Wastewater Treatment Division,
Major Capital Improvement Program
201 South Jackson Street, Suite 503
Seattle, Washington 98104-3855
Fax: (206) 684-1741

With a copy to:

Verna P. Bromley
King County Prosecuting Attorneys Office
Civil Division
500 4th Avenue, 9th Floor
Seattle, WA 98104
Fax: (206) 296-0415

If to Paramount:

Paramount
Attn: Seven D. Farkas, General Counsel
14700 Downey Ave.
Paramount, CA 90723
Fax: (562) 408-062

With a copy to:

Bullivant Houser Bailey PC
Attn: Douglas A. Luetjen
1601 Fifth Avenue, Suite 2300
Seattle, WA 98101-1618
Fax: (206) 521-6412
All notices issued under this Agreement shall be deemed received on the second business day after being deposited in the United States mail, or if personally delivered, at the time they are actually hand delivered to the addressee or if sent by facsimile, upon automatic or telephone confirmation of receipt. Each party may change its notice address set forth in this Section by giving notice of a new address to the other party in accordance with this Section.

23. This Agreement shall not be amended except in writing, executed by Paramount and King County. The provisions of this Agreement cannot be waived except by written agreement of the party against whom a waiver may be asserted.

24. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

25. This Agreement is and shall be binding upon and inure to the benefit of Paramount and King County and their respective affiliates, predecessors, successors and assigns.

26. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

27. By executing this Agreement, none of the parties shall be deemed to have waived, released or contracted away any powers, obligations or responsibilities granted or imposed by law.

28. This Agreement is entered into solely for the mutual benefit of Paramount and King County. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

29. Each signatory to this Agreement represents that he or she has the authority to enter into this agreement.

30. This Agreement shall be construed and enforced pursuant to the laws of the State of Washington. The parties agree that any provision in this Agreement may be enforced by specific performance in addition to any other remedy otherwise available.

31. In the event a dispute arises under this Agreement, any lawsuit shall be filed in Snohomish County, Washington. Paramount shall continue to perform the Work even if legal proceedings have been commenced, unless King County authorizes ceasing performance or terminates the Agreement.

32. Each party shall bear its own attorneys’ fees, costs and expenses.

33. This Agreement constitutes the entire agreement between the parties relative to the matters addressed herein.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Dated: 9/22/06

Paramount of Washington, LLC, a Delaware Limited Liability Company.

By: Ann A. McArt
   Its:

King County

Dated: 

By: Pam Biasonnette
   Director, Dept. of Natural Resources & Parks

Approved as to form:

Prosecuting Attorneys Office

INIW92000007070010C_2205
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Paramount of Washington, LLC, a Delaware Limited Liability Company.

Dated: ____________________

By: _______________________

Its: _______________________

King County

Dated: ____________________

By: _________________

Pam Bissonnette
Director, Dept. of Natural Resources & Parks

Approved as to form:

Prosecuting Attorneys Office
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

Dated: 9-22-06

By:

Is:

King County

Approved as to form:

Prosecuting Attorneys Office
Exhibit A
Exhibit B
Exhibit C
EXHIBIT C
PARAMOUNT DOCK IMPROVEMENTS

Scope of Work

The maintenance of the existing Paramount Dock Structure consists of replacement of 18 timber piling and repair of 22 timber piling and 7 timber fender piling. These piling are identified in the three plan sheets in Exhibit B.

All work will be completed such that a positive connection is made between the new or existing piling and dock structure framing. The piling to be replaced will be pulled. If they resist pulling, they will be cut 2 feet below the existing ground level and removed.

Pile Replacement:

Replacement piling will be 14-inch diameter steel pipe piling. Steel plates will be used to connect these piling to the existing treated timber caps. All piling within the Temporary Construction Easement (TCE) that are no longer in bearing with the existing pilecap will be shimmed with hardwood shims.

Pile Repair:

Piling that have shifted out of their original position will be realigned and reconnected to the existing pilecaps. Steel hardware will be added to provide the connection to the pile and the cap. Piles with extensive checking will be clamped with steel plates to prevent propagation of the checks.

Piling that show evidence of decay only near the top or serious checking will be “fresh headed”. The piling will be cut off and a treated block will be placed and secured with steel plates between the top of the cut pile and the pilecap.

All steel material will be hot-dipped galvanized and/or painted with a coating suitable for marine use.

Oil Boom Center Tap:

If required as a result of King County’s use of the Paramount Dock, construct a center tap for the oil containment boom on the west face of the Paramount Dock at the north end of the easement identified in Exhibit G-1 to the Condemnation Petition.

Load Rating:

The Work shall be completed in a manner such that the Wharf structure is capable of meeting both the following criteria:

165 pounds per square foot live load

H 15-44 truck load with a gross axle weight of 24,000 pounds
Exhibit E
AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT

RECEIVED

MAR 01 2004

PLANNING & DEVELOPMENT SERVICES - RIGHT OF WAY

DATE STAMP

FILE NO. 04 109874

SEC. 35   TWP. 27 N   RNG. 03 E

Related Subdivision: Sw 1/4

Zoning: RV - RURAL

Received by: N/A

UNDER CHAPTER 30 SCC
STATE OF WASHINGTON
COUNTY OF SnoHOMISH

Name of Conveyors: Chevron-Texaco

Address: 2613 Camino Ramon
San Ramon, CA 94583

City: San Ramon
State: CA
Zip: 94583

Property Tax Account Number:
27033500301100
27033500300600
27033500300300
27033500301000

Name of Receiver(s): SAME AS ABOVE

Address:

Telephone: (W) 925-973-4458

(H)

City: 
State: 
Zip: 

Property Tax Account Number:

Contact Person (if different than owners): Paul Cornell

Address: 2306 Colby Avenue
Everett WA 99201

City: Everett
State: WA
Zip: 99201

Property Tax Account Number:

Telephone: (W) 425-259-5500

(H)

Method of Sewage Disposal: Public Sewer
1. **Current Ownership.** The undersigned are the respective owners of the following legally described parcels of property lying adjacent to each other (use additional pages if necessary or reference to "see attached"):
   a. **Parcel No. 1 (Conveyor):** SEE ATTACHED CONVEYOR
      **EXISTING LEGAL DESCRIPTION**
      
      constituting approximately 17.30 acres or 753,886 square feet.
   b. **Parcel No. 2 (Receiver):** SEE ATTACHED RECEIVER
      **EXISTING LEGAL DESCRIPTION**
      
      constituting approximately 15.49 acres or 674,881 square feet.

2. **Proposed Conveyance.** The undersigned are considering the transfer of ownership of the following portion of the above described conveyor's ownership to the receiver:

   **SEE ATTACHED PROPOSED CONVEYANCE LEGAL DESCRIPTIONS, PARCEL 1 TO PARCEL 2 CONSTITUTING 0.70 ACRES OR 31,769 SQUARE FEET AND PARCEL 2 TO PARCEL 1**

   constituting approximately 4.42 acres or 192,527 square feet.

   (For additional conveyances, attach separate sheet.)
Boundary Line Adjustment. It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that

a. The proposed conveyance would not detrimentally affect access to the preceding parcels,

b. Each resulting lot has an accessible building area as defined by SCC 30.41E unless a building area does not exist on the original lot(s). This requirement shall not apply to lots that are zoned commercial or industrial;

c. County approval of this boundary line adjustment does not guarantee or imply that the subject property may be developed or subdivided, and that boundary line adjustment approval may not be grounds for approval of subsequent modification or variance requests;

d. No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows:

SEE ATTACHED RECEIVER NEW LEGAL DESCRIPTION

constituting approximately 11.58 acres or 504,594 square feet

e. The conveyor's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements. The conveyor's ownership would now be described as follows.

SEE ATTACHED CONVEYOR NEW LEGAL DESCRIPTION

constituting approximately 20.99 acres or 914,444 square feet.
4. **Signatures.** The signatures below are of the owner(s) of the property and must be signed in the presence of a notary public. Use the attached acknowledgement(s) as necessary

(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

**Conveyor:**

Signature ____________________________ Date ____________________

Assistant Secretary ____________________ Date ____________________

(Typed or Printed)

**Conveyor:**

Signature ____________________________ Date ____________________

(Typed or Printed)

**Receiver:**

Signature ____________________________ Date ____________________

Assistant Secretary ____________________ Date ____________________

(Typed or Printed)

**Receiver:**

Signature ____________________________ Date ____________________

(Typed or Printed)

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**DETERMINATION**

On the basis of the representations hereby submitted, I conclude that the proposed Boundary Line Adjustment is consistent with applicable county plans and development regulations and that the proposed Boundary Line Adjustment is approved under the provisions of Chapter 30 41E, Snohomish County Code.

Name ____________________________ Date 5/4/2014

for the Director of PDS or Hearing Examiner pursuant to SCC 30 41E 108(6)
NOTARY CERTIFICATION

Representative Acknowledgement:

CALIFORNIA
STATE OF WASHINGTON
COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that DENNIS T. RYAN is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the ASSISTANT SECRETARY of Loma Vista, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to me this 14th day of February, 2017.

MICHAEL T. AUGELLO
(Signature)

MICHAEL T. AUGELLO
(Printed Name)

Notary Public In and for the State of Washington, residing at 2613 Conner Avenue, San Ramon, CA 94583
CONVEYOR – RECEIVER
PARCEL 1
(PARCEL H PER TITLE REPORT)
EXISTING LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO THE VOLUME
44 OF COMMISSIONER’S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27 NORTH,
RANGE 3 EAST, W. M., LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THAT
CERTAIN STRIP OF LAND CONVEYED TO SEATTLE AND MONTANA RAILWAY COMPANY
BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 6220, NORTHERLY OF A LINE
BEGINNING AT A POINT 60 RODS NORTH FROM THE QUARTER SECTION POST ON THE
SOUTH BOUNDARY OF SAID SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W. M.,
THENCE WISTERLY ON A LINE PARALLEL WITH THE SOUTH BOUNDARY OF SAID
SECTION 35, AND SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE WISTERLY LINE OF SAID SEATTLE & MONTANA RAILWAY
COMPANY’S RIGHT OF WAY IN SAID SECTION 35, 1708.2 FEET NORTH OF THE SOUTH
BOUNDARY OF SAID SECTION 35 AS PRODUCED FROM THE SOUTHEAST CORNER OF SAID
SECTION TO THE QUARTER CORNER OF THE SOUTH LINE OF SAID SECTION WHICH POINT
IS KNOWN AS THE INITIAL POINT OF THIS DESCRIPTION, AND IS ALSO THE INITIAL POINT
OF THE ELLIOTT BAY IRON WORKS PROPERTY, AS DESCRIBED IN DEED RECORDED
UNDER AUDITOR’S FILE NUMBER 141944, WHICH INITIAL POINT IS MARKED WITH A
MONUMENT CONSISTING OF AN IRON PIPE Driven APPROXIMATELY 5 FEET INTO THE
GROUND, THENCE SOUTH 89° 17’ 45” EAST PARALLEL TO THE SOUTH LINE OF SECTION 35
A DISTANCE 1006.06 FEET TO THE EAST LINE OF GOVERNMENT LOT 3, AT WHICH POINT
THERE IS A MONUMENT CONSISTING OF AN IRON PIPE Driven APPROXIMATELY 5 FEET
INTO THE GROUND, THENCE NORTH 0° 03’ 42” EAST ALONG THE EAST LINE OF
GOVERNMENT LOT 3, A DISTANCE OF 231.48 FEET AT WHICH POINT THERE IS A
MONUMENT CONSISTING OF AN IRON PIPE Driven APPROXIMATELY 5 FEET INTO THE
GROUND AND THE END OF SAID LINE DESCRIPTION,

EXCEPT THAT PORTION, IF ANY, CONVEYED TO SEATTLE & MONTANA RAILWAY
COMPANY BY DEED RECORDED UNDER AUDITOR’S FILE NUMBER 120070

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 17.30 ACRES OR 753,686 SQUARE FEET
RECEIVER-CONVEYOR
PARCEL 2
(PARCEL E PER TITLE REPORT)
EXISTING LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF
COMMISSIONER'S RECORDS, PAGE 44 IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W M.,
AND OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO MAP ON FILE IN OLYMPIA,
WASHINGTON ENTITLED 'FLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF
EDMONDS' DESCRIBED AS FOLLOWS

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN STRIP OF LAND CONVEYED
TO SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON
NORTHERN INC., A DELAWARE CORPORATION, BY DEED RECORDED UNDER AUDITOR'S
FILE NUMBER 5277 WHICH IS 560.46 FEET NORTH AND 1393.68 FEET WEST FROM THE
QUARTER SECTION CORNER IN THE SOUTH LINE OF SAID SECTION, AND IS ALSO THE
SOUTHEAST CORNER OF PROPERTY CONVEYED TO STANDARD OIL COMPANY BY DEED
RECORDED UNDER AUDITOR'S FILE NUMBER 559040 LYING WESTERLY OF SAID RIGHT OF
WAY,
THENCE NORTH 89° 30' 46" WEST PARALLEL WITH THE SOUTH LINE OF SAID SECTION,
695.97 FEET TO THE GOVERNMENT MEANDER LINE OF PUGET SOUND, SAID MEANDER
LINE BEING THE EASTERNLY LINE OF SAID LOT 4, EDMONDS TIDE LANDS,
THENCE NORTH 46° 58' 20" WEST ALONG SAID MEANDR LINE, 147.44 FEET,
THENCE NORTH 89° 30' 46" WEST, 163.21 FEET TO THE WESTERLY LINE OF SAID LOT 4,
EDMONDS TIDE LANDS,
THENCE SOUTH 41° 17' 17" EAST ALONG THE SAID WESTERLY LINE, 537.43 FEET TO A
POINT ON A LINE 247.5 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID
SECTION 35, PRODUCED WEST,
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89° 30' 46" EAST 241.96 FEET TO THE
SAID MEANDER LINE,
THENCE NORTH 46° 58' 20" WEST ALONG THE SAID MEANDER LINE 14.79 FEET TO A LINE
WHICH IS 257.5 FEET NORTH OF AND PARALLEL TO THE SAID SOUTH LINE OF SECTION 35
PRODUCED WEST,
THENCE ALONG THE SAID PARALLEL LINE, SOUTH 89° 30' 46" EAST 674.86 FEET TO A
POINT ON SAID LINE 1100.27 FEET WESTERLY (MEASURED ALONG SAID LINE), FROM ITS
INTERSECTION WITH THE EAST BOUNDARY OF SAID SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER,
THENCE PARALLEL TO SAID EAST BOUNDARY NORTH 0° 02' 39" EAST, 259.23 FEET,
THENCE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 35, SOUTH 89° 30' 46"
EAST 453.60 FEET,
THENCE SOUTH 0° 02' 39" WEST 34.70 FEET,
THENCE SOUTH 89° 30' 46" EAST 616.67 FEET TO THE WEST MARGIN OF A COUNTY ROAD,
SAID WEST MARGIN BEING 30 FEET WEST OF THE EAST BOUNDARY OF SAID SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER,
THENCE ALONG THE SAID WEST MARGIN, NORTH 0° 02' 39" EAST 34.70 FEET,
THENCE NORTH 89° 30' 46" WEST 490.27 FEET TO THE SOUTHWEST CORNER OF A TRACT OF
LAND CONVEYED TO THE J M. COLMAN COMPANY TO OSCAR E JENSEN AS RECORDED IN
VOLUME 203 OF DEEDS, PAGE 203, RECORDS OF SNOHOMISH COUNTY, WASHINGTON,
THENCE ALONG THE WEST LINE OF SAID JENSEN TRACT, NORTH 0° 02' 39" EAST, 475.24
FEET TO THE SOUTHERLY BOUNDARY OF A TRACT OF LAND ACQUIRED BY THE
STANDARD OIL COMPANY OF CALIFORNIA BY DEED RECORDED UNDER AUDITOR'S FILE
NUMBER 168802 (AS THE SAID SOUTHERLY BOUNDARY IS FIXED BY DECREE ENTERED IN
SNOHOMISH COUNTY TITLE REGISTRATION CAUSE NO 5, ENTITLED J C VAN ECK,
PLAINTIFF VS DANIEL HINES ET AL, DEFENDANTS).
THENCE ALONG THE SAID SOUTHERLY BOUNDARY AS FIXED BY SAID DECREES NORTH 89° 17' 45" WEST, 788 60 FEET TO THE WESTERLY MARGIN OF SAID SEATTLE & MONTANA RAILWAY COMPANY'S RIGHT OF WAY,
THENCE ALONG THE SAID RIGHT OF WAY MARGIN SOUTH 22° 54' 30" WEST 18 15 FEET TO
A POINT OF CURVE,
THENCE ON A CURVE TO THE LEFT OF RADIUS 1005 37 FEET, A DISTANCE OF 439 54 FEET
TO THE PLACE OF BEGINNING,

EXCEPT THE RIGHT OF WAY OF SEATTLE & MONTANA RAILWAY COMPANY AS
CONVEYED BY DEEDSRecorded UNDER AUDITOR'S FILE NUMBER 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATE IN FRONT OF, ADJACENT
TO, OR ABUTTING UPON THE ABOVE DESCRIBED PORTION OF GOVERNMENT LOT 4, AS
CONVEYED BY THE STATE OF WASHINGTON BY DEEDRecorded UNDER AUDITOR'S FILE
NUMBER 758480

CONTAINING 15.49 ACRES OR 674,881 SQUARE FEET
PROPOSED CONVEYANCE
PARCEL 2 TO PARCEL 1
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W M., SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED), THENCE NORTH 88°33'35" WEST A DISTANCE OF 520.27 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, THENCE SOUTH 01°11'56" WEST A DISTANCE OF 455.24 FEET, THENCE NORTH 88°33'35" WEST A DISTANCE OF 422.92 FEET, THENCE NORTH 01°11'56" EAST A DISTANCE OF 455.24 FEET, THENCE SOUTH 88°33'35" EAST A DISTANCE OF 422.92 FEET TO THE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIPTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 4.4 ACRES OR 192,527 SQUARE FEET
CONVEYOR – RECEIVER
PARCEL 1
NEW LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF
GOVERNMENT LOT 3 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF
COMMISSIONER’S RECORDS, PAGE 44, ALL IN SECTION 35, TOWNSHIP 27 NORTH, RANGE 3
EAST, W. M., LYING EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE
AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN
SANTA FE RAILWAY, BY DEED RECORDED UNDER AUDITOR’S FILE NUMBERS 5277, 6220
AND 120070, DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS DESCRIPTION ARE BASED
ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH
01°11’56” EAST ALONG THE NORTH-SOUTH CENTERLINE LINE OF SAID SECTION 991.97
FEET (60 RODS BY DEED) TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION,
THENCE NORTH 88°33’35” WEST A DISTANCE OF 520.27 FEET, THENCE SOUTH 01°11’56”
WEST A DISTANCE OF 455.24 FEET, THENCE NORTH 88°33’35” WEST A DISTANCE OF 422.92
FEET THENCE NORTH 01°11’56” EAST A DISTANCE OF 455.24 FEET, THENCE NORTH
31°23’34” WEST A DISTANCE OF 291.15 FEET TO THE EAST MARGIN OF SAID RAILWAY
RIGHT OF WAY, THENCE NORTH 24°02’46” EAST ALONG SAID MARGIN 510.84 FEET, THENCE
SOUTH 88°33’35” EAST A DISTANCE OF 901.66 FEET, MORE OR LESS, TO SAID NORTH-SOUTH
LINE, THENCE SOUTH 01°11’56” WEST ALONG SAID LINE A DISTANCE OF 716.24 FEET TO
THE POINT OF BEGINNING AND THE TERMINUS OF THIS DESCRIPTION

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 20.99 ACRES OR 914,444 SQUARE FEET
RECEIVER-CONVEYOR
PARCEL 2
NEW LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND OF GOVERNMENT LOT 4 AND OF VACATED HEBERLEIN ROAD, ACCORDING TO VOLUME 44 OF COMMISSIONER’S RECORDS, PAGE 44 AND OF A PORTION OF LOT 4, EDMONDS TIDE LANDS, ACCORDING TO THE MAP ON FILE IN OLYMPIA, WASHINGTON ENTITLED “PLAT OF TIDE LANDS OF THE FIRST CLASS AT THE TOWN OF EDMONDS”, ALL IN SECTION 35, TOWNSHIP 27, RANGE 3 EAST, W M, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS (THE BEARINGS OF THIS PARCEL DESCRIPTION ARE BASED ON THE WASHINGTON COORDINATE SYSTEM, NORTH ZONE, NAD 83-91)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 35, THENCE NORTH 01° 11’ 56” EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 991.97 FEET (60 RODS BY DEED), THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 943.19 FEET TO THE POINT OF BEGINNING OF THIS PARCEL DESCRIPTION, THENCE SOUTH 01° 11’ 56” WEST A DISTANCE OF 455.24 FEET, THENCE SOUTH 88° 33’ 35” EAST A DISTANCE OF 422.92 FEET THENCE SOUTH 01° 11’ 56” WEST A DISTANCE OF 20.00 FEET, THENCE SOUTH 88° 33’ 35” EAST A DISTANCE OF 490.27 FEET TO THE WEST MARGIN OF 116TH AVENUE SW, THENCE SOUTH 01° 11’ 56” WEST ALONG SAID MARGIN A DISTANCE OF 34.70 FEET, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 616.67 FEET, THENCE NORTH 01° 11’ 56” EAST A DISTANCE OF 34.70 FEET, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 453.60 FEET, THENCE SOUTH 01° 11’ 56” WEST A DISTANCE OF 259.23 FEET, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 153.56, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF THE SEATTLE & MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON NORTHERN SANTA FE RAILWAY AND A POINT HEREINAFTER KNOWN AS POINT “A”, THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 05° 29’ 24” WEST A DISTANCE OF 153.31 FEET, THENCE NORTH 01° 36’ 06” WEST A DISTANCE OF 65.00 FEET TO THE BEGINNING OF A 1382.70 FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 46’ 17” AN ARC DISTANCE OF 525.40 FEET, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 105.60 FEET, THENCE NORTH 24° 02’ 46” EAST A DISTANCE OF 265.00 FEET, THENCE SOUTH 31° 23’ 34” EAST A DISTANCE OF 291.15 FEET TO THE POINT OF BEGINNING,

TOGETHER WITH A PARCEL LYING WESTERLY OF SAID RAILWAY AND COMMENCING AT AFORESAID POINT “A”, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 107.79 TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID RAILWAY AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 88° 33’ 35” WEST A DISTANCE OF 414.54 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE, THENCE SOUTH 45° 57’ 35” EAST ALONG SAID LINE A DISTANCE OF 14.77 FEET, THENCE NORTH 88° 33’ 35” WEST A DISTANCE OF 240.88 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF EDMONDS TIDE LANDS, THENCE NORTH 40° 07’ 35” WEST ALONG SAID LINE A DISTANCE OF 551.68 FEET, THENCE SOUTH 88° 33’ 35” EAST ALONG SAID LINE A DISTANCE OF 158.05 FEET TO SAID MEANDER LINE, THENCE SOUTH 45° 57’ 35” EAST ALONG SAID LINE A DISTANCE OF 147.44 FEET, THENCE SOUTH 88° 33’ 35” EAST A DISTANCE OF 710.85 FEET, MORE OR LESS TO SAID WESTERLY RIGHT OF WAY LINE AND THE BEGINNING OF A 1094.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 52’ 56” AN ARC DISTANCE OF 85.63 FEET, THENCE SOUTH 05° 29’ 24” EAST A DISTANCE OF 219.22 FEET TO SAID POINT “A” AND THE POINT OF BEGINNING

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

CONTAINING 504.594 SQUARE FEET OR 11.58 ACRES MORE OR LESS