

From: Tom McCormick <tommccormick@mac.com>
Sent: Saturday, January 06, 2018 6:00 PM
To: MacCready, Paul; Countryman, Ryan
Subject: Re: BSRE atty letter re Upper bluff and easement agreement
Attachments: Rich Hill Letter regarding upper bluff subdivision.pdf

Here's a related item that I received in response to the records request:

> On Jan 6, 2018, at 5:39 PM, Tom McCormick <tommccormick@mac.com> wrote:
>
> I thought you might be interested in the attached document I just received in response to a records request made to the Town of Woodway.
>
> Thank you.
>
> Tom McCormick
>
>
>
>
> <Faison 090117.pdf.pdf>

McCULLOUGH HILL LEARY, PS

September 1, 2017

VIA EMAIL

Town of Woodway
c/o Eric Faison, Town Administrator
23920 113th Place West
Woodway, WA 98020

Re: Upper Bluff 36 Lot Subdivision Application

Dear Mr. Faison:

Thank you for the opportunity to provide public comment in response to the August 2, 2017 date of notice of the application of BG Giddings Engineering, PLLC, for a subdivision of property known as the Upper Bluff (“Upper Bluff Property”) in Woodway (“Application”). The Upper Bluff Property is owned by Point Wells, LLC (“Point Wells”). This letter is written on behalf of BSRE Point Wells, LP (“BSRE”), the owner of the real property (“BSRE Property”). The BSRE Property is immediately adjacent to the Upper Bluff Property.

The Application is deficient for two reasons, and accordingly it is premature and in violation of state and local law for the Town of Woodway (“Town”) to process it. Because of that, the City’s review of the Application should be placed on hold until such time as these deficiencies are corrected.

First, both the Town subdivision ordinance, WMC 13.12.020, and the Washington subdivision statute, RCW 58.17, require subdivision applications to be approved by all parties who have a real property interest in the land proposed for development. WMC 13.12.020 requires the applicant to provide a title report as a component of the subdivision application. The purpose of this requirement is to assure the Town that all parties with a real property interest in the property that may be affected by the proposal have consented to the processing of the subdivision. The title report provided to the Town in this case (assuming that the applicant complied with this clear application requirement) would clearly disclose that BSRE has a real property interest that will be affected by the proposal, pursuant to that Easement Agreement dated June 27, 2006 and recorded under Snohomish County recording number 200606271070 (“Easement Agreement”). A copy of the Easement Agreement is attached as Exhibit A.

In order to assure BSRE that any development on the Upper Bluff protects the BSRE Property, the Easement Agreement provides BSRE with a recorded property interest that runs with the land, that requires Point Wells to submit for prior approval any plans for development of the Upper Bluff Property. The real property interest that Point Wells has granted to BSRE is a

sufficient interest in land to make BSRE a necessary party to any subdivision application. Without BSRE's written consent, the Application is deficient.

For the same reason, the Application is deficient under RCW 58.17.165, which requires the applicant to provide a certificate stating that the subdivision has been made with the free consent and in accordance with the desires of the owners of the property. Here, BSRE, an owner of a real property interest in the Upper Bluff Property, has not consented to the Application. It is, accordingly, deficient and must be placed on hold until that deficiency is remedied.

The second reason that the Application is deficient is due to Point Wells' failure to comply with the express terms of the Easement Agreement.

Recital D of the Easement Agreement states that "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 terminal property]. . . ."

In Paragraph 1 of the Easement Agreement, BSRE's predecessor granted a perpetual nonexclusive easement for vehicular and pedestrian access over, across and upon the narrow strip of property which is depicted on Exhibit D of the Easement Agreement (the "Access Property"). This strip, which runs east to 116th Avenue, provides access to and from the Upper Bluff to the public road system. This easement is defined in the Easement Agreement as the "Pt. Wells Access Rights". The Pt. Wells Access Rights, along with the future development rights of the Point Wells property, were defined in the Easement Agreement as the "Pt. Wells Construction Rights."

In Paragraph 2 of the Easement Agreement, Paramount (BSRE's predecessor) "specifically reserves . . . a right over, across and upon the Access Property for any and all purposes" including the right to construct roadways for its use. BSRE's predecessor further reserved both "the right of ingress and egress from said property for any purposes" and "all rights with respect to its property. . . ."

Paragraph 4 of the Easement Agreement explicitly states:

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 [BSRE] by Pt. Wells and no such work by Pt. Wells shall be commenced without [BSRE's] prior written approval (Emphasis added.)

Applicant Point Wells' subdivision application clearly qualifies both as an "exercise of the Pt. Wells Construction Rights" and as "any other substantial activity." However, no request for approval of such plans by BSRE has been made nor has BSRE's consent been provided. Until such time as Point Wells complies with its legal obligations as set forth in Paragraph 4 of the Easement Agreement, the Application must be put on hold. Indeed, the review and approval process may substantially alter many of the key elements of the Application. It is premature to review the Application until it is complete and has complied with BSRE's rights of review and approval.

Town of Woodway
September 1, 2017
Page 3 of 3

Unless and until such time as Pt. Wells shall have complied with the requirements of the Town's subdivision ordinance, the provisions of RCW 58.17, and the procedures set forth in the Easement Agreement, and unless and until the consent of BSRE shall have been first obtained as required by the Easement Agreement and by applicable law, then the Application is deficient and should be placed on hold.

BSRE appreciates your consideration of this comment, and trusts that the Town will halt further application processing until Point Wells has complied with the necessary preconditions to a valid subdivision application.

Sincerely,

G. Richard Hill

cc: BSRE Point Wells, LP

CONFORMED COPY
200606271070 11 PGS
06/27/2006 3:22pm \$42.00
SNOHOMISH COUNTY, WASHINGTON

After recording, mail to:

Bullivant Houser Bailey PC
Attn: Douglas A. Luetjen
1601 Fifth Ave., Suite 2300
Seattle, WA 98101-1618

EXHIBIT A

NO EXCISE TAX
REQUIRED

JUN 27 2006

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

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

CTI Billing No: 5930151 EASEMENT AGREEMENT

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

THIS AGREEMENT is effective as of June 27, 2006 and is by and between PARAMOUNT OF WASHINGTON, INC., a Washington corporation (referred to herein as the "Grantor") and POINT WELLS, LLC, a Washington limited liability company (referred to herein 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 herein (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. 27033500300800, 27033500302900, and 27033500303100, and is legally described as on Exhibit B attached hereto and incorporated by reference herein (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. 27033500300900, and is legally described as on Exhibit C attached hereto and incorporated by reference herein (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 herein;

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 herein 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.

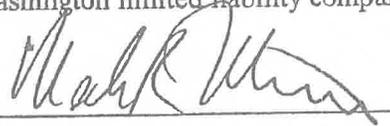
PARAMOUNT OF WASHINGTON, INC.,
a Washington corporation

By: 

Title: CEO

Dated: June 26, 2006

POINT WELLS, LLC,
a Washington limited liability company

By: 

Title: Gen Mgr

Dated: June 26, 2006

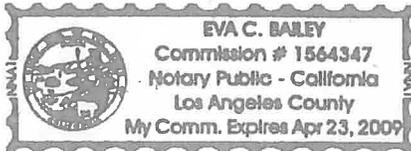
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On Jun 26 2006, before me, Eva C. Bailey Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared W. Scott Lovejoy III, Mark R. Milano,
Name(s) of Signer(s)

- 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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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.

Place Notary Seal Above

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: Easement Agreement

Document Date: June 2006 Number of Pages: 10

Signer(s) Other Than Named Above: -

Capacity(ies) Claimed by Signer

Signer's Name: W. Scott Lovejoy III, Mark R. Milano
 Individual
 Corporate Officer — Title(s): CEO, General Mgr
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

EXHIBIT A

Legal Description of Grantor's Adjoining Property

SNOHOMISH COUNTY ASSESSOR'S TAX PARCEL NO. 27033500303000

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 Adjoining 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:

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THENCE NORTH 01°11'56" EAST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION A DISTANCE OF 482.03 FEET;
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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

