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11/10/1999 02:02 PM Snohomish
P.0014 RECORDED County

EXCISE TAX
REQUIRED

NOV 10 1999

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

CHEVRON REAL ESTATE MANAGEMENT COMPANY
575 Market Street
San Francisco CA 94105

BOB DANTINI, Snohomish County Treasurer
By BOB DANTINI

199911100667

**AGREEMENT FOR EASEMENT FOR STORM DRAIN AND UTILITY
PURPOSES**

CHICAGO CT 362239 DE

THIS AGREEMENT is entered into as of this 11 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 27N R 3E
PN # 3527-033-011-00

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

199911100667

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 Grantee'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.

199911100667

IN WITNESS WHEREOF, GRANTOR has executed this Instrument
this 11 day of October, 1999

GRANTOR:

Chevron, USA, Inc.,
a Pennsylvania Corporation



By *H.P. Walker*
H.P. WALKER

Its ASSISTANT SECRETARY

Agreed to and Accepted this
12 Day of October 1999

GRANTEE:

Lawrence Michael Investments LLC
a Washington Limited Liability Company

By *Kerry Ayot*
Its Member

199911100667

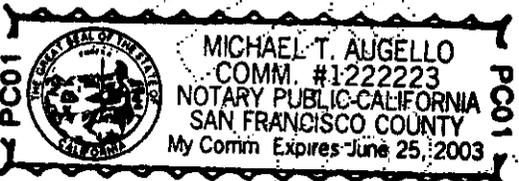
State of CALIFORNIA

County of SAN FRANCISCO

On October 11, 1999 before me, MICHAEL T AUGELLO Notary Public
Date Name and Title of Officer (e.g. "Jane Doe Notary Public")

personally appeared H.P. WALKER, ASSISTANT SECRETARY OF CHEVRON U.S.A. INC.
Name(s) of Signer(s)

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 reattachment of this form to another document

Description of Attached Document

Title or Type of Document Agreement for Easement for Storm Drain and Utility Purposes

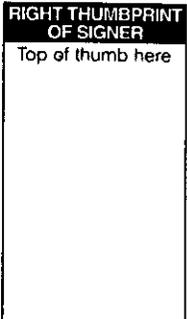
Document Date October 11, 1999 Number of Pages 4

Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name H.P. WALKER

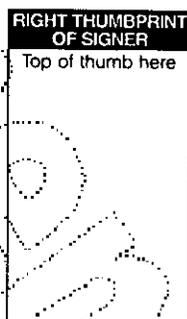
- Individual
- Corporate Officer
Title(s) Assistant Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing
Chevron U.S.A. Inc., a
Foreign/Foreign Corporation

Signer's Name _____

- Individual
- Corporate Officer
- Title(s) _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other _____



Signer Is Representing

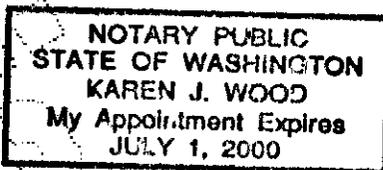
STATE OF WASHINGTON)

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



Notary Public

Karen J Wood
Karen J Wood

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 ^{11th} day of October, 1999



D Kauffman
Assistant Secretary

199911100667

**CHEVRON POINT WELLS
LEGAL DESCRIPTION**

EXHIBIT A

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 PUGER 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 OT 3 OF SAID EDMONDS TIDE LANDS, 996 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 VEN 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 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

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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 NORTH, RANGE 3 EAST, W.M., AND OF LOT 4, EDMONDS TIDELANDS, ACCORDING TO 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 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 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 EASTERLY LINE OF SAID LOT 4, 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 TIDELANDS,
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 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 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 BY 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 DECREE 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 DEEDS RECORDED UNDER AUDITOR'S FILE NUMBER 5277 AND 120070,

TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATED 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

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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 81850,
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 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., 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

EXHIBIT B

Summit Surveying Inc
12606 - 82nd Ave NE
Kirkland, WA 98034
Ph (425) 814-8487
Fax (425) 823-8867

Revised 9/14/99
SSI Job No 99116

**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

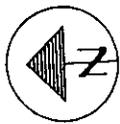
COMMENCING at the Southeast corner of said subdivision, thence N 01° 11' 56" E, along the East line of said subdivision, a distance of 492.03 feet to the Easterly prolongation of a line which is 10 feet North of and parallel with the North line of that Short Plat recorded under Auditor's File No 8307220306, 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



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WOODWAY HIGHLANDS



DRAWING NOT TO SCALE

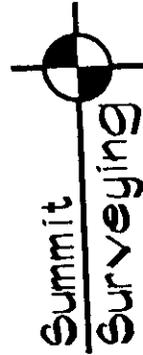
BURLINGTON NORTHERN R.R.

CHEVRON PROPERTY

CHEVRON PROPERTY

RICHMOND BEACH RD

16TH AVE W



Summit
Surveying

12806 82ND AVE. N.E.
KIRKLAND, WA 98034
(425) 814-8487
FAX (425) 823-8887

LEGAL DESCRIPTION EXHIBIT MAP
OFFSITE DRAINAGE EASEMENT THROUGH
CHEVRON PROPERTY
EAST OF RAILROAD RIGHT-OF-WAY

199911100667

EXHIBIT C

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

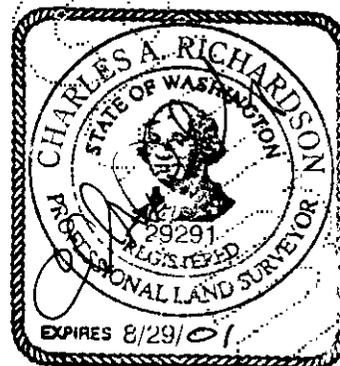
Revised 9/27/99
SSI Job No 96142

**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

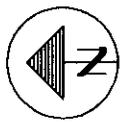
The sidelines of said strip to be shortened or lengthened so as to terminate at angle points and said Burlington Northern Railroad right-of-way margin



199911100667

EXHIBIT C

WOODWAY HIGHLANDS



DRAWING NOT TO SCALE



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LEGAL DESCRIPTION EXHIBIT MAP
OFFSITE DRAINAGE EASEMENT THROUGH
CHEVRON PROPERTY
WEST OF RAILROAD RIGHT-OF-WAY

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