

**NO EXCISE TAX  
REQUIRED**

JUN 15 2018

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

**AFTER RECORDED RETURN TO:**

Michelle Coffey  
Fidelity National Title Company  
2701 Emerywood Parkway, Suite 200  
Richmond, VA 23294



201806150739 16 PGS  
06/15/2018 4:37pm \$114.00  
SNOHOMISH COUNTY, WASHINGTON

**DOCUMENT TITLE(S): STORMWATER DRAINAGE AND COMPENSATORY MITIGATION  
EASEMENT AGREEMENT**

Reference numbers: N/A

500044794  
CHICAGO

**GRANTOR:**

RONALD HENKEN, AS HIS SEPARATE ESTATE; HEIDI ANN HENKEN, AS HER SEPARATE ESTATE; TIFFANY HENKEN, AS HER SEPARATE ESTATE; MONA HENKEN, AS HER SEPARATE ESTATE; CRAIG M. SMITH AND DANA S. SMITH, HUSBAND AND WIFE; DANA S. SMITH, AS HER SEPARATE ESTATE; DANA S. SMITH, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF ALBERT HENKEN, JR., DECEASED; AND MONTY MACRAE SMITH, AS HIS SEPARATE ESTATE

Additional names on page \_\_\_\_\_ of document.

**GRANTEE:**

PILOT TRAVEL CENTERS LLC, A DELAWARE LIMITED LIABILITY COMPANY

Additional names on page \_ of document

ABBREVIATED LEGAL: Ptn NE¼ of SW¼, Section 8, Township 31, Range 5 East, Snohomish County, WA

ACCOUNT NUMBER(S): 310508-003-002-00, 310508-003-003-00 and 310508-003-008-00

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. The 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.

**RECORDING REQUESTED BY  
AND UPON RECORDING RETURN TO:**

Michelle Coffey  
Fidelity National Title Insurance Company  
2701 Emerywood Parkway, Suite 200  
Richmond, VA 23294

**STORMWATER DRAINAGE AND COMPENSATORY MITIGATION EASEMENT  
AGREEMENT**

**THIS STORMWATER DRAINAGE AND COMPENSATORY MITIGATION EASEMENT AGREEMENT** (this "**Agreement**") is made and entered into this 14<sup>th</sup> day of June, 2018, by and between **RONALD HENKEN**, as his separate estate, with a mailing address of 159 Ridgeview Court, Camano Island, WA 98282; **HEIDI ANN HENKEN**, as her separate estate, with a mailing address of 3115A Fairview Ave. E., Seattle, WA 98102; **TIFFANY HENKEN**, as her separate estate, with a mailing address of P.O. Box 158, Arlington, WA 98223; **MONA HENKEN**, as her separate estate, with a mailing address of 27812 69<sup>th</sup> Avenue NW, Stanwood, WA 98292; **CRAIG M. SMITH AND DANA S. SMITH**, husband and wife, with a mailing address of 9914 Kenwanda Dr., Snohomish, WA 98296; **DANA S. SMITH**, as her separate estate, with a mailing address of 9914 Kenwanda Dr., Snohomish, WA 98296; **DANA S. SMITH**, as Personal Representative of the Estate of Albert Henken, Jr., deceased, with a mailing address of 9914 Kenwanda Dr., Snohomish, WA 98296; and **MONTY MACRAE SMITH**, as his separate estate, with a mailing address of 9914 Kenwanda Dr., Snohomish, WA 98296 (collectively, "**Grantor**"); and **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company, with a mailing address of 5508 Lonas Drive, Knoxville, TN 37909 ("**Grantee**").

**WHEREAS**, Grantor owns that certain real property described in Exhibit A (the "**Grantor Property**"), attached hereto and incorporated herein by this reference; and

**WHEREAS**, Grantee owns that certain real property described in Exhibit B attached hereto and incorporated herein by this reference (the “**Grantee Property**”), which property is located in a floodplain; and

**WHEREAS**, Grantor desires to provide for a non-exclusive easement for the purpose of allowing Grantee to pipe, channel or direct, store, and/or manage the flow of storm water runoff and flood waters, and to remove, relocate, and reuse soil from the Grantor Property as necessary to meet Grantee’s Compensatory Flood Mitigation obligations; and

**WHEREAS**, the location of the easement is described on Exhibit C and shown on Exhibit D, both of which are attached hereto and incorporated herein by reference (the “**Easement Area**”).

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, it is agreed as follows:

1. **TITLE**: Grantor represents and warrants to Grantee that it is the true and lawful owner of the Grantor Property and that it is lawfully seized of the same in fee simple and has full right to grant the easement contained in this Agreement.

2. **TERM**: This Agreement, and the easement rights granted hereunder, shall be perpetual. Notwithstanding the foregoing, in the event that in the future (i) an alternative method (the “**Alternative**”) is developed for managing storm water runoff and flood waters from, over, and across the Grantor Property and Grantee Property; and (ii) the Alternative is approved by Grantor and Grantee, as well as any governmental or quasi-governmental entity having jurisdiction over the Grantor Property and Grantee Property and/or Grantee’s Compensatory Flood Mitigation obligations, each having an obligation to act in good faith but being free to exercise their sole and absolute discretion in granting or withholding such approval, the parties agree that this Agreement shall be terminated upon implementation of the Alternative, and they shall each execute any agreement or other document reasonably necessary to effect such termination. Grantor shall pay any and all costs actually and reasonably incurred by Grantee in evaluating and implementing any proposed Alternative, including, without limitation, costs related to engineering reviews of such Alternative, construction costs, and permitting costs, but without markup of any such actual costs incurred. Notwithstanding the foregoing, Grantee will accept reimbursement of its costs from third parties other than Grantor who may agree to bear any such costs in lieu of all or a portion of Grantor’s reimbursement responsibility hereunder. For the avoidance of doubt, Grantee shall have no obligation to develop or assist in developing any Alternative or to solicit reimbursement of its costs from any third party.

3. **EASEMENT**: Grantor hereby grants, bargains, sells and conveys unto Grantee a non-exclusive easement (the “**Easement**”) over, through, and across the Easement Area, for the purpose of (i) piping, channeling or directing, storing, and/or managing the flow of storm water

runoff and flood waters, to include without limitation the construction, maintenance, repair, and replacement of any improvements necessary for such purposes (the “**Stormwater Use**”); and (ii) removing, relocating, and/or reusing soil from the Easement Area, in both cases as necessary for Grantee to comply with its Compensatory Flood Mitigation obligations under the City of Arlington’s Floodplain Development Regulation ordinance and other applicable laws and regulations (the “**Compensatory Mitigation Use**”). Notwithstanding the foregoing, the Compensatory Mitigation Use shall be restricted to that portion of the Easement Area identified on Exhibit D as the “Area of Compensatory Flood Mitigation.” Grantee will be responsible for all costs of construction, maintenance, and repair of the Easement; provided that Grantee shall not be required to replace any soil removed or relocated in the exercise of its rights hereunder. Grantor shall not make any improvements or other modifications to the Easement Area without Grantee’s prior written consent.

4. **EASEMENT RUNS WITH THE LAND**: The Easement and agreements contained herein shall be appurtenant to, imposed upon, applied to, and run with the Grantor Property and Grantee Property and shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns.

5. **NO OBSTRUCTIONS**: Grantor shall not place any obstructions, fences, curbs, or landscaping that would unreasonably impede, obstruct, or restrict the exercises of Grantee’s rights hereunder.

6. **GOVERNING LAW**: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining portions of this Agreement.

7. **COUNTERPARTS**: This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

8. **FINAL AGREEMENT**: This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by instrument in writing executed by the owners of the Grantor Property and the Grantee Property.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

GRANTOR:

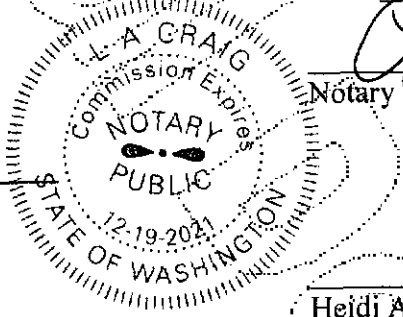
[Signature]  
Ronald Henken, as his separate estate

STATE OF WA)

COUNTY OF Snohomish

Before me, the undersigned notary public in and for such state, on this 11 day of June, 2018, personally appeared Ronald Henken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that he executed the foregoing instrument as his free act and deed.

WITNESS my hand and official seal of office this 11 day of June, 2018.



[Signature]  
Notary Public

My commission expires: 12/19/21

Heidi Ann Henken, as her separate estate

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

Before me, the undersigned notary public in and for such state, on this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared Heidi Ann Henken; with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

GRANTOR:

Ronald Henken, as his separate estate

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public in and for such state, on this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared Ronald Henken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that he executed the foregoing instrument as his free act and deed.

WITNESS my hand and official seal of office this \_\_\_ day of \_\_\_\_\_, 2018.

Notary Public

My commission expires:

Heidi Ann Henken, as her separate estate

STATE OF Washington

COUNTY OF King

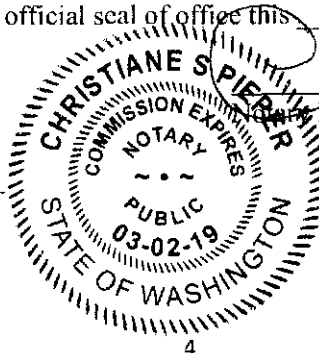
Before me, the undersigned notary public in and for such state, on this 12 day of June, 2018, personally appeared Heidi Ann Henken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this 12 day of June, 2018.

Notary Public

My commission expires:

03.02.2019



Tiffany Henken  
Tiffany Henken, as her separate estate

STATE OF WA

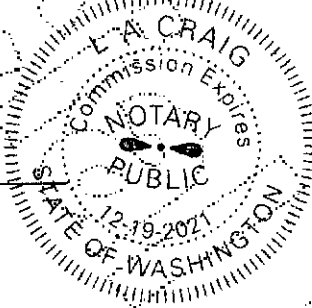
COUNTY OF Shohomish

Before me, the undersigned notary public in and for such state, on this 11 day of June, 2018, personally appeared Tiffany Henken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this 11 day of June, 2018.

L. A. Craig  
Notary Public

My commission expires: 12/19/21



Mona Henken  
Mona Henken, as her separate estate

STATE OF WA

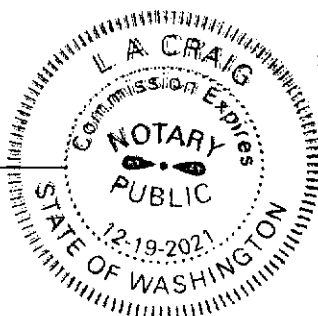
COUNTY OF Shohomish

Before me, the undersigned notary public in and for such state, on this 11 day of June, 2018, personally appeared Mona Henken, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this 11 day of June, 2018.

L. A. Craig  
Notary Public

My commission expires: 12/19/21



Craig M Smith  
Craig M. Smith

and [Signature]  
Dana S. Smith, husband and wife

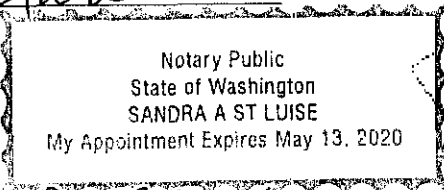
STATE OF Washington  
COUNTY OF Inchewaish

Before me, the undersigned notary public in and for such state, on this 12<sup>th</sup> day of June, 2018, personally appeared Craig M. Smith and Dana S. Smith, husband and wife, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that they executed the foregoing instrument as their free act and deed.

WITNESS my hand and official seal of office this 12<sup>th</sup> day of June, 2018.

[Signature]  
Notary Public

My commission expires:  
5/13/2020



[Signature]  
Dana S. Smith, as her separate estate

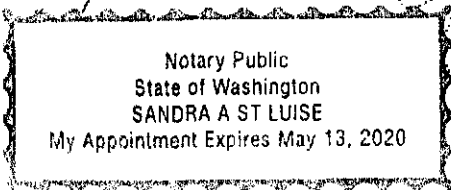
STATE OF Washington  
COUNTY OF Inchewaish

Before me, the undersigned notary public in and for such state, on this 12<sup>th</sup> day of June, 2018, personally appeared Dana S. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this 12<sup>th</sup> day of June, 2018.

[Signature]  
Notary Public

My commission expires:  
5/13/2020





[Signature]  
Dana S. Smith, as Personal Representative  
of the Estate of Albert Henken, Jr.

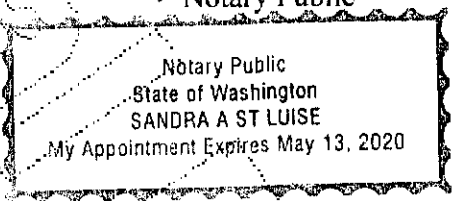
STATE OF Washington  
COUNTY OF Innomish

Before me, the undersigned notary public in and for such state, on this 12th day of June, 2018, personally appeared Dana S. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she is the duly appointed Personal Representative of the Estate of Albert Henken, Jr., deceased, and that in such capacity, being authorized to do so, she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this 12th day of June, 2018.

[Signature]  
Notary Public

My commission expires:  
5/13/2020



\_\_\_\_\_  
Monty Macrae Smith, as his separate estate

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public in and for such state, on this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared Monty Macrae Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that he executed the foregoing instrument as his free act and deed.

WITNESS my hand and official seal of office this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

Dana S. Smith, as Personal Representative  
of the Estate of Albert Henken, Jr.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public in and for such state, on this \_\_\_ day of \_\_\_\_\_, 2018, personally appeared Dana S. Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that she is the duly appointed Personal Representative of the Estate of Albert Henken, Jr., deceased, and that in such capacity, being authorized to do so, she executed the foregoing instrument as her free act and deed.

WITNESS my hand and official seal of office this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

Monty M. Smith  
Monty Macrae Smith, as his separate estate

STATE OF WA )

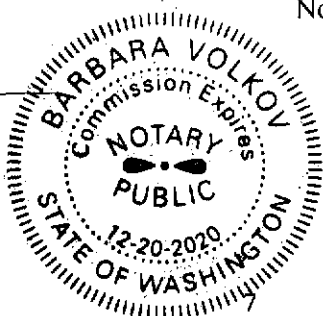
COUNTY OF Whatcom )

Before me, the undersigned notary public in and for such state, on this 12<sup>th</sup> day of June 2018, 2018, personally appeared Monty Macrae Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath, acknowledged to me that he executed the foregoing instrument as his free act and deed.

WITNESS my hand and official seal of office this 12<sup>th</sup> day of June, 2018.

Barbara Volkov  
Notary Public

My commission expires:  
12/20/2020



UNRECORDED INSTRUMENT

**GRANTEE:**

PILOT TRAVEL CENTERS LLC,  
a Delaware limited liability company



By: [Signature]  
Printed: David A. Clothier  
Its: Authorized Representative

STATE OF TENNESSEE

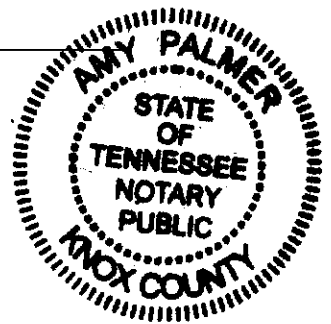
COUNTY OF KNOX

Personally appeared before me, a Notary Public of the State and County aforesaid, David A. Clothier, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged to me that he is the Authorized Representative of Pilot Travel Centers LLC, and that in such capacity, being authorized to do so, he executed the foregoing instrument as his free act and deed.

WITNESS my hand and official seal of office this 12 day of June, 2018.

Amy Palmer  
Notary Public

My commission expires:  
August 29, 2020



## EXHIBIT A

### GRANTOR PROPERTY - LEGAL DESCRIPTION

That portion of the East half of the Southwest quarter of Section 8, Township 31 North, Range 5 East, of the Willamette Meridian, in the City of Arlington, Snohomish County, Washington described as follows:

Commencing at the West-quarter corner of Section 8 as shown on that record of survey recorded under Snohomish County Auditor's File No. 7708170149;

Thence along the section line North  $86^{\circ}23'00''$  East for a distance of 1331.74 feet to the West line of the East half of the Southwest quarter;

Thence departing said section line South  $00^{\circ}19'19''$  East for a distance of 72.69 feet to a point on the Southerly margin of State Route 530;

Thence along said right-of-way margin North  $86^{\circ}23'00''$  East for a distance of 460.22 feet, more or less, to the Northeasterly most corner as shown on those record of surveys recorded under Snohomish County Auditor's File Nos. 7907170384 and 199909215001;

Thence South  $00^{\circ}18'54''$  East for a distance of 435.00 feet;

Thence South  $86^{\circ}23'00''$  West for a distance of 82.06 feet to the Point of Beginning;

Thence continuing South  $86^{\circ}23'00''$  West for a distance of 378.12 feet to the West line of the East half of the Southwest quarter;

Thence South  $00^{\circ}19'19''$  East for a distance of 735.87 feet more or less to the Easterly margin of Interstate No. 5;

Thence along said Easterly margin South  $31^{\circ}10'00''$  East for a distance of 456.77 feet;

Thence North  $89^{\circ}10'20''$  East for a distance of 1073.81 feet to highway;

Thence North along said highway North  $00^{\circ}42'12''$  West a distance of 493.72 feet;

Thence South  $89^{\circ}10'20''$  West for a distance of 196.00 feet;

Thence North  $00^{\circ}49'40''$  West for a distance of 132.00 feet; Thence South  $83^{\circ}48'33''$  East for a distance of 197.72 feet; Thence North  $00^{\circ}42'12''$  West for a distance of 270.40 feet;

Thence departing said Westerly margin North  $90^{\circ}00'00''$  West for a distance of 683.74 feet; Thence North  $02^{\circ}12'32''$  West for a distance of 76.82 feet;

Thence North  $90^{\circ}00'00''$  West for a distance of 237.46 feet;

Thence North  $00^{\circ}00'00''$  East for a distance of 186.37 feet more or less to the Southerly boundary line shown on said surveys recorded under Snohomish County Auditor's File Nos. 7907170384 and 199909215001 and the Point of Beginning.

(Also known as New Lot B of City of Arlington Boundary Line Adjustment PLN #413, recorded under Auditor's File No. 201806045003, records of Snohomish County, Washington.)

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

[END OF EXHIBIT]

## EXHIBIT B

### GRANTEE PROPERTY – LEGAL DESCRIPTION

That portion of the Northeast quarter of the Southwest quarter of Section 8, Township 31 North, Range 5 East of the Willamette Meridian, in the City of Arlington, Snohomish County, Washington described as follows:

Commencing at the West quarter corner of Section 8 as shown on that record of survey recorded under Snohomish County Auditor's File No. 7708170149;

Thence along the section line North  $86^{\circ}23'00''$  East for a distance of 1331.74 feet to the West line of the East half of the Southwest quarter;

Thence departing said section line South  $00^{\circ}19'19''$  East for a distance of 72.69 feet to a point on the Southerly margin of State Route 530;

Thence along said right-of-way margin North  $86^{\circ}23'00''$  East for a distance of 460.22 feet, more or less, to the Northeasterly most corner as shown on those record of surveys recorded under Snohomish County Auditor's File Nos. 7907170384 and 199909215001 said corner also being the Northwest corner of herein described property and the Point of Beginning;

Thence continuing along said Southerly margin North  $86^{\circ}23'00''$  East for a distance of 95.61 feet; Thence North  $75^{\circ}04'24''$  East for a distance of 101.98 feet;

Thence North  $86^{\circ}23'00''$  East for a distance of 99.37 feet to the Northwest corner of that parcel of land deeded to the City of Arlington as described in that instrument recorded under Auditor's File No. 7805170179;

Thence South  $03^{\circ}37'00''$  East for a distance of 35.00 feet;

Thence North  $86^{\circ}23'00''$  East for a distance of 25.00 feet;

Thence North  $03^{\circ}37'00''$  West for a distance of 35.00 feet, more or less, to said Southerly margin; Thence continuing along said Southerly margin North  $86^{\circ}23'00''$  East for a distance of 94.51 feet more or less to a point on a curve, said point also being the intersection of said Southerly margin of said State Route 530 and the Westerly margin of Smokey Point Boulevard;

Thence Southeasterly along said curve to the right having a radial bearing South  $11^{\circ}51'29''$  West having a radius of 543.00 feet through a central angle of  $70^{\circ}14'48''$  for a distance of 665.74 feet more or less to the North line of the Sesby parcel as described in that instrument recorded under Auditor's File No. 7610130204;

Thence departing said curve along the North line of said Sesby parcel South  $89^{\circ}22'25''$  West for a distance of 313.36 feet more or less to the Northwest corner of said Sesby parcel;

Thence along the West line of said Sesby parcel South  $00^{\circ}37'35''$  East for a distance of 136.76 feet more or less to the Southwest corner of said Sesby parcel;

Thence along the South line of said Sesby parcel North  $89^{\circ}22'25''$  East for a distance of 315.93 feet more or less to the Westerly margin of Smokey Point Boulevard as deeded to the City of Arlington under Auditor's File No. 201804190168;

Thence along said Westerly margin South  $00^{\circ}42'12''$  East for a distance of 155.88 feet;

Thence departing said Westerly margin North  $90^{\circ}00'00''$  West for a distance of 683.74 feet;

Thence North  $02^{\circ}12'32''$  West for a distance of 76.82 feet;

Thence North  $90^{\circ}00'00''$  West for a distance of 237.46 feet;

Thence North  $00^{\circ}00'00''$  East for a distance of 186.37 feet more or less to the Southerly boundary line shown on said surveys recorded under Snohomish County Auditor's File Nos. 7907170384 and 199909215001;

Thence North  $86^{\circ}23'00''$  East for a distance of 82.06 feet to the Southeast corner as shown on said surveys;

Thence North 00°18'54" West for a distance of 435.00 feet more or less to said Southerly margin of State Route 530 and the Point of Beginning.

(Also known as New Lot A of City of Arlington Boundary Line Adjustment PLN #413, recorded under Auditor's File No. 201806045003, records of Snohomish County, Washington.)

Except mobile home(s) located thereon.

Situate in the County of Snohomish, State of Washington.

Together with a non-exclusive easement for ingress, egress and utilities purposes, over, under, across and through a tract of land described as follows:

Beginning at the point of intersection of the South right of way line of State Highway SR 530 and the West line of the Northeast Quarter of the Southwest Quarter of Section 8, Township 31 North, Range 5 East of the Willamette Meridian, which point is 70.00 feet distant from the centerline of said highway as measured at right angles thereto;

Thence East along said right of way line for 400.00 feet to the true point of beginning;

Thence South parallel with the West line of said subdivision for 435.00 feet;

Thence East parallel with said right of way line for 60.00 feet;

Thence North parallel with the West line of said subdivision 435.00 feet to said right of way line;

Thence West along said right of way line for 60.00 feet to the true point of beginning.

Situate in the County of Snohomish, State of Washington.

**CONTAINING 524,595 SQ. FT. (12.04 ACRES) MORE OR LESS**

**[END OF EXHIBIT]**

## EXHIBIT C

### EASEMENT AREA DESCRIPTION

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 8; TOWNSHIP 31 NORTH; RANGE 5 EAST OF W.M.; AS SHOWN ON THAT RECORD OF SURVEY RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 7708170149; THENCE ALONG THE EAST-WEST CENTERLINE OF SAID SECTION NORTH 86°23'00" EAST FOR A DISTANCE OF 1331.82 FEET; THENCE DEPARTING SAID SECTION LINE SOUTH 00°19'19" EAST FOR A DISTANCE OF 72.69 FEET TO THE SOUTHERLY MARGIN OF STATE ROUTE 530; THENCE ALONG SAID RIGHT-OF-WAY MARGIN NORTH 86°23'00" EAST FOR A DISTANCE OF 460.22 FEET, MORE OR LESS; TO THE NORTHEASTERLY MOST CORNER AS SHOWN ON THOSE RECORD OF SURVEYS RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NO. 7907170384 AND 199909215001; THENCE SOUTH 00°18'54" EAST FOR A DISTANCE OF 435.00 FEET; THENCE SOUTH 86°23'00" WEST 82.06 FEET TO THE POINT OF BEGINING;

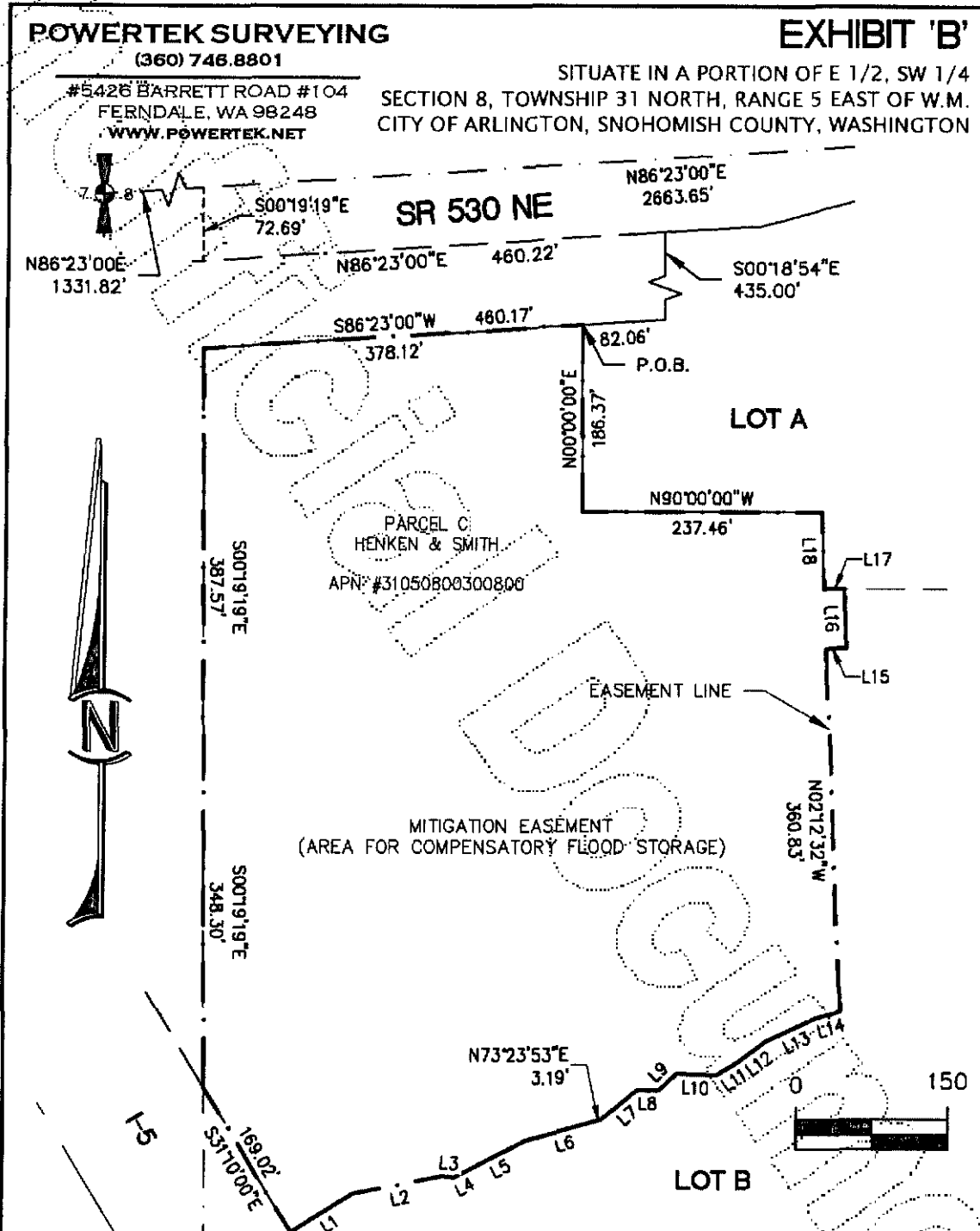
THENCE CONTINUING SOUTH 86°23'00" WEST 378.12 FEET; THENCE SOUTH 00°19'19" EAST FOR A DISTANCE OF 387.57 FEET; THENCE SOUTH 00°19'19" EAST FOR A DISTANCE OF 348.30 FEET; THENCE SOUTH 31°10'00" EAST FOR A DISTANCE OF 169.02 FEET; THENCE NORTH 57°46'59" EAST FOR A DISTANCE OF 73.01 FEET; THENCE NORTH 78°29'51" EAST FOR A DISTANCE OF 90.28 FEET; THENCE SOUTH 85°13'22" EAST FOR A DISTANCE OF 11.68 FEET; THENCE NORTH 61°38'06" EAST FOR A DISTANCE OF 10.80 FEET; THENCE NORTH 62°49'50" EAST FOR A DISTANCE OF 68.58 FEET; THENCE NORTH 74°57'45" EAST FOR A DISTANCE OF 73.55 FEET; THENCE NORTH 73°23'53" EAST FOR A DISTANCE OF 3.19 FEET; THENCE NORTH 49°49'35" EAST FOR A DISTANCE OF 46.59 FEET; THENCE NORTH 89°47'57" EAST FOR A DISTANCE OF 21.77 FEET; THENCE NORTH 45°47'03" EAST FOR A DISTANCE OF 23.71 FEET; THENCE SOUTH 87°49'15" EAST FOR A DISTANCE OF 39.50 FEET; THENCE NORTH 58°45'52" EAST FOR A DISTANCE OF 23.89 FEET; THENCE NORTH 54°17'17" EAST FOR A DISTANCE OF 35.51 FEET; THENCE NORTH 64°47'01" EAST FOR A DISTANCE OF 54.65 FEET; THENCE NORTH 73°58'39" EAST FOR A DISTANCE OF 24.34 FEET; THENCE NORTH 02°12'32" WEST FOR A DISTANCE OF 360.83 FEET; THENCE NORTH 87°47'28" EAST FOR A DISTANCE OF 20.00 FEET; THENCE NORTH 02°12'32" WEST FOR A DISTANCE OF 59.23 FEET; THENCE SOUTH 90°00'00" WEST FOR A DISTANCE OF 20.01 FEET; THENCE NORTH 02°12'32" WEST FOR A DISTANCE OF 76.82 FEET; THENCE NORTH 90°00'00" WEST FOR A DISTANCE OF 237.46 FEET; THENCE NORTH 00°00'00" EAST FOR A DISTANCE OF 186.37 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINING 449,995 SQ. FT. MORE OR LESS

[END OF EXHIBIT]

**EXHIBIT D  
EASEMENT AREA DEPICTION**



**[END OF EXHIBIT]**