



200608310104

Skagit County Auditor

8/31/2006 Page 1 of 8 11:45AM

Order No.: 120246-T  
Escrow No.: 10823337

RECORDING REQUESTED BY  
LAND TITLE COMPANY OF SKAGIT COUNTY  
AND WHEN RECORDED, RETURN TO AND  
MAIL TAX STATEMENTS TO:

Kumar, Inc.  
2125 E. College Way  
Mount Vernon, WA 98273-2319

ARCO Facility No.: 05373  
BP SCDB No.: 30953  
Location: 2125 E. College Way  
Mount Vernon, WA 98273-2319

LAND TITLE OF SKAGIT COUNTY 120246-T  
FOR RECORDER'S USE

### SPECIAL WARRANTY DEED

Tax Account Number: 91-1432135 / 340417-1-014-0702

Abbreviated Legal Description: Lot 1, MV SP 8-86 in SE 1/4 of NE 1/4, 17-34-4 E W.M.

BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("Grantor"), for and in consideration of \$10.00 in hand paid and other good and valuable consideration, conveys and warrants to KUMAR, INC., a Washington corporation ("Grantee"), the following described real estate, situated in the County of Skagit, State of Washington.

See legal description in the attached Exhibit "A".

Grantor excepts from the conveyance made by this Deed the rights, below the depth of 500 feet, to minerals and oil, gas, and other hydrocarbon substances in and under the land conveyed in fee by this Deed, but without the right of surface entry.

From the date that this Deed is recorded until the expiration of the terms set forth in the Contract Dealer Gasoline Agreement and the am/pm Mini Market Agreement that Grantor and Grantee or Grantee's tenant sign regarding the Real Estate conveyed in fee by this Deed, no person may construct or operate on this Real Estate (i) a convenience food store other than a convenience food store operated under a franchise or other agreement with BP, (ii) a fast food takeout restaurant, or (iii) a facility selling motor fuel other than a facility selling motor fuel under a supply or other agreement with BP. For purposes of this paragraph, the term "BP" means BP West Coast Products LLC, a Delaware limited liability company, its successors and assigns, its parents, subsidiaries, members, and sister companies, anyone to whom the am/pm franchisor role is sold or assigned, anyone to whom the ARCO marketing brand name is sold or assigned, and any other purchaser of a majority of the retail petroleum marketing assets now owned by BP West Coast Products LLC. In the event that the initial term of the Contract Dealer Gasoline Agreement and/or the am/pm Mini Market Agreement are extended or renewed, this restriction shall continue in effect until the expiration date provided for in the extension or renewal. This restriction shall not, however, expire early if the Contract Dealer Gasoline Agreement and/or the am/pm Mini Market Agreement are terminated prior to the expiration dates set forth in these agreements (including extensions and/or renewals).

Except as set forth below, this restriction shall remain in effect for the full term (including any extensions and/or renewals) as set forth above and shall be enforceable during this full term against anyone who acquires the Real Estate or any interest in the Real Estate by assignment, inheritance, purchase, investment, partnership, inter-company transfer, IPO, judgment, divorce, insurance settlement, or otherwise.

This restriction shall not, however, be enforceable against any lender who acquires the Real Estate by foreclosing on a deed of trust that encumbers the Real Estate, nor shall it be enforceable against any bona fide purchaser who acquires the Real Estate from such a lender (provided, however, that anyone who is or has been a franchisee of BP on this Real Estate may not qualify for this exception). This restriction shall also not be enforceable against any entity who acquires the Real Estate by eminent domain (or agreed taking in lieu of eminent domain), nor shall it be enforceable against any purchaser who acquires the Real Estate from such a taking entity.

This restriction will terminate automatically if BP withdraws from both the retail and wholesale operation, marketing, supplying or franchising of motor fuel and BP also withdraws from both the retail and wholesale operation, marketing, supplying or franchising of convenience food stores in the statistical geographic market area in which the Real Estate is located.

Any other early termination of this restriction shall be subject to the sole discretion of BP.



In the event that Grantee fails to complete construction and open for business as set forth in the Agreement within nine (9) months from the Effective Date of this Deed, Grantor, among other rights and remedies, has the right to repurchase the Real Estate, as more specifically provided in Section 21 of the Agreement. Upon compliance by Grantee with its obligation to complete construction and open for business as set forth in the Agreement, Grantor's right to repurchase the Real Estate under the Agreement shall automatically terminate and be of no further force and effect and Grantor shall execute and record a written release and termination of such right to repurchase in the real estate records for the county(ies) where the Real Estate is located to give record notice thereof.

Grantor, for itself and its successors in interest, (i) limits the covenants of this Deed to those made in this Deed, (ii) excludes all covenants arising or to arise by statutory or other implication, and (iii) agrees that, against all persons lawfully claiming or to claim by, through, or under Grantor and not otherwise, Grantor shall forever warrant and defend the title to the real estate conveyed by this Deed. But the matters described in the attached Exhibit "B" are excluded from the warranty and defense obligations under the previous sentence.

Dated: August 23, 2006

GRANTOR:

BP WEST COAST PRODUCTS LLC,  
a Delaware limited liability company

4496  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

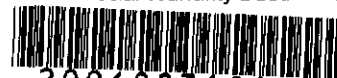
AUG 31 2006

Amount Paid \$ 17,895.78  
By Skagit Co. Treasurer  
Deputy  
JP

By: [Signature]  
W. Fillmore Wood, Jr.  
Vice President

Attest: [Signature]  
O. D. Castellon  
Assistant Secretary

(ATTACH NOTARY ACKNOWLEDGMENT(S))



200608310104  
Skagit County Auditor

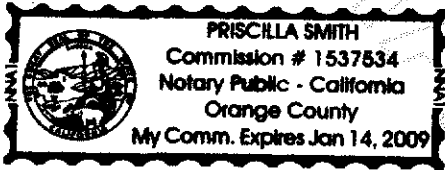
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On August 23, 2006 before me, Priscilla Smith, Notary Public  
Date Name Title Of Officer - E.G., "Jane Doe, Notary Public"  
personally appeared W. Fillmore Wood Jr. & O. D. Castellon  
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  
instruments.



WITNESS my hand and official seal.

*Priscilla Smith*  
Signature of Notary

**OPTIONAL**

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

INDIVIDUAL  
 CORPORATE OFFICER

Vice President / Assistant Secretary

PARTNER(S)  LIMITED  
 GENERAL

ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN OR CONSERVATOR  
 OTHER:

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)

BP West Coast Products LLC

SPECIAL WARRANTY DEED

TITLE OR TYPE OF DOCUMENTS

3

NUMBER OF PAGES

8/23/06

DATE OF DOCUMENTS

NONE

SIGNER(S) OTHER THAN NAMED ABOVE



200608310104

Skagit County Auditor

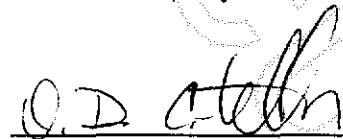
**CERTIFICATE**

I, O. D. Castellon, Assistant Secretary of BP WEST COAST PRODUCTS LLC, a Delaware limited liability company, does hereby certify that the following is a true copy of a resolution duly adopted by consent action of the Board of Directors of the company on September 26, 2001, and that said resolution is valid and binding and has not been amended, modified or rescinded and is in full force and effect on the date hereof:

RESOLVED, that the Chairman, President, any Vice President, Assistant Vice President, and the Treasurer of the Company be, and each of them hereby is, severally authorized and empowered in the name and on behalf of the Company to make, execute, authenticate, acknowledge and deliver any contract, agreement, release, assignment, lease, conveyance, deed, transfer of real or personal property, proxy, power of attorney with full and general or limited authority, with power of substitution, or any other instrument similar or dissimilar to the preceding, which he or she may deem necessary or proper in connection with the business of the Company, without further act or resolution of this Board, and the Secretary or any Assistant Secretary be, and each of them hereby is, severally authorized and empowered to affix the corporate seal to any such papers or documents and to attest the same in cases where such action is necessary or appropriate.

I further certify that the foregoing resolution is still in full force and effect and has not been amended or rescinded.

WITNESS my hand and the seal of this Company this 23rd day of August 2006.

  
\_\_\_\_\_  
O. D. Castellon  
Assistant Secretary



200608310104  
Skagit County Auditor

**LEGAL DESCRIPTION OF THE REAL ESTATE**

(See Exhibit "A" following this cover sheet.)

**EXHIBIT "A"**

\\bp1\pris001\group\RE\ADMIN\PNW DECAP 2006\WA\05373 - ENV 3; SCP 1105373 Exhibit B Special Warranty Deed (Clean).DOC



200608310104

Skagit County Auditor

Lot 1, City of Mount Vernon Short Plat No. 8-86, approved December 23, 1986, recorded December 23, 1986 in Book 7 of Short Plats, page 150, under Auditor's File No. 8612230042 and being a portion of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.,

EXCEPT the South 10 feet thereof deeded to the City of Mount Vernon by instrument recorded May 11, 1987, under Auditor's File No. 8705110008.

TOGETHER WITH an easement for ingress, egress and regress, in common with other owners, over, upon and across Parcel "B" as shown on the face of said Short Plat.

Situate in the County of Skagit, State of Washington.



200608310104  
Skagit County Auditor

8/31/2006 Page

7 of

8 11:45AM

**EXHIBIT "B"**  
**SPECIAL EXCEPTIONS**

1. Municipal assessments and impact fees, if any, levied by the City of Mount Vernon.
2. Matters relating to ALTA Extended Policy coverage and/or Homeowners Endorsement coverage
3. Easement and the Terms and Conditions thereof:  
Grantee: Puget Sound Power & Light Company, a Washington corporation  
Purpose: The right to construct, operate, maintain, repair, replace and enlarge one or more electric transmission and/or distribution lines  
Area Affected: The South 10 feet of the above described property  
Dated: December 2, 1986  
Recorded: December 19, 1986  
Auditor's No.: 8612190035
4. Easement and the Terms and Conditions thereof:  
Grantee: City of Mount Vernon  
Purpose: An easement for street purposes and pedestrian access easement  
Area Affected: East 10 feet  
Dated: March 11, 1987  
Recorded: March 11, 1987  
Auditor's No.: 8705110009  
(Said easement is delineated on the face of the Short Plat)
5. Notes contained on the face of said Short Plat, as follows:
  - 1.) Short Plat Number and date of approval shall be included in all deeds and contracts.
  - 2.) Sewage Disposal — Sanitary sewer;
  - 3.) Water — P.U.D.
6. Dedication contained on the face of said Short Plat, as follows:

"Know all men by these presents that we, the owners in the fee simple of the land hereby short platted, dedicate to the use of the public forever all streets, areas, and avenues shown hereon for purposes not inconsistent with the use thereof. Also the right to make all necessary slopes for cuts and fills upon the lots shown on this short plat in the original reasonable grading of the streets and avenues shown hereon."

E. Seven foot utilities easement over the south 7 feet and over the West 7 feet of the East 17 feet as shown on the face of the Short Plat.

