

RECORDING REQUESTED BY:

Panattoni Law Firm
8413 Jackson Road, Suite C
Sacramento, CA 95826

WHEN RECORDED RETURN TO:

1600 Port Drive, LLC
Broker One Mortgage
38 Avalon Drive
Los Altos, CA 94022
Attention: Andrew Lewis

CHICAGO TITLE IC38611



200609260111

Skagit County Auditor

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STATUTORY WARRANTY DEED

Dated September 25, 2006

THE GRANTOR, PANATTONI INVESTMENTS, LLC, a California limited liability company, BRYNESTAD FAMILY, LLC, a Washington limited liability company and DIEPENBROCK WASHINGTON HOLDINGS, LLC, a California limited liability company for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to

THE GRANTEE, 1600 PORT DRIVE, LLC, a Washington limited liability company

All of Grantor's interest in and to the following described real estate situated in the County of Skagit, State of Washington:

Lots 20 and 22, HOPPER ROAD BUSINESS PARK SECOND REVISED BSP

As legally described on Exhibit "A"

8025-000-020-0000/P116593 8025-000-022-0000/P116595

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF AS IF FULLY INCORPORATED HEREIN.

#4973
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 26 2006

#258,105⁰⁰

Amount Paid \$
Skagit Co. Treasurer:
By Deputy

GRANTOR:

PANATTONI INVESTMENTS, LLC,
a California limited liability company

By: 

Carl D. Panattoni, Trustee of the
Panattoni Living Trust, dated April
8, 1998, Managing Member

BRYNESTAD FAMILY LLC,
a Washington limited liability company

By: _____

Bart Brynestad, Managing Member

DIEPENBROCK WASHINGTON HOLDINGS, LLC,
a Washington limited liability company

By: 

Michael Diepenbrock, Trustee of the Diepenbrock
Family Trust, Established March 12, 1997,
Managing Member
Sole



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GRANTOR:

PANATTONI INVESTMENTS, LLC,
a California limited liability company

By: _____

Carl D. Panattoni, Trustee of the
Panattoni Living Trust, dated April
8, 1998, Managing Member

BRYNESTAD FAMILY LLC,
a Washington limited liability company

By: _____

Bart Brynestad, Managing Member

DIEPENBROCK WASHINGTON HOLDINGS, LLC,
a Washington limited liability company

By: _____

Michael Diepenbrock, Trustee of the Diepenbrock
Family Trust, Established March 12, 1997,
Managing Member



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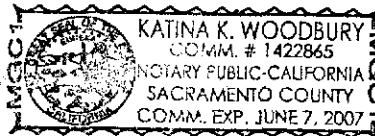
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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On 21 SEPTEMBER 2006 before me, KATINA K. WOODBURY Notary Public, personally appeared CARL D. YANATTONI, 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.



Katina K. Woodbury (SEAL)

Notary Public Signature

STATE OF CALIFORNIA)
)
COUNTY OF SACRAMENTO)

On 21 SEPTEMBER 2006 before me, BRETT L. LOVELL, Notary Public, personally appeared MICHAEL DIETENBROCK, 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.



Brett L. Lovell (SEAL)
Notary Public Signature



ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, 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.

(SEAL)
Notary Public Signature

STATE OF WASHINGTON)
)
COUNTY OF KING)

On SEPTEMBER 22, 2006 before me, SUZI SCIAINI, Notary Public, personally appeared BART BRYNESDALE, 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.

[Signature]
(SEAL)
Notary Public Signature

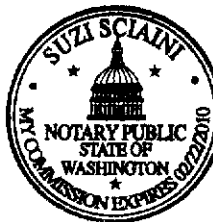


EXHIBIT "A"
To Deed

Legal Description

EXHIBIT "A"

PARCEL A:

Lots 20 and 22, HOPPER ROAD BUSINESS PARK SECOND REVISED BINDING SITE PLAN, as recorded June 28, 2005, under Auditor's File No. 200506280192, records of Skagit County, Washington;

Situated in Skagit County, Washington.

PARCEL B:

An easement for ingress, egress and utilities across the northerly portion of Lot 21 as delineated on the face of HOPPER ROAD BUSINESS PARK REVISED BINDING SITE PLAN, as recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington.

Situated in Skagit County, Washington.



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EXHIBIT "B"
Permitted Exceptions

A leasehold estate, as disclosed by Memorandum thereof, upon and subject to all of the provisions therein contained, as created by that certain lease;

Memorandum

Dated: June 28, 2005
Recorded: June 28, 2005
Auditor's No.: 200506280198, records of Skagit County, Washington
Lessor: Panattoni Investments, LLC, a California limited liability company,
Brynstad Family LLC, a Washington limited liability company and
Diepenbrock Washington Holdings, LLC, a Washington limited
liability company
Lessee: Advanced H2O, LLC, a Delaware limited liability company
Lease Date: The Substantial Completion Date as defined in the Lease and
Construction Agreement
For a term of: 15 years

Dues, charges and assessments, if any, levied by Hopper Business Park Association.

Liability to future assessments, if any, levied by City of Burlington.

General taxes for the second half of 2006, which become delinquent November 1st, if unpaid.

Amount Due: \$12,216.29
Total Amount: \$14,046.38, billed for 2006
Account No.: 8025-000-020-0000
Property No.: P116593
Located in: the City of Burlington

General taxes for the second half of 2006, which become delinquent November 1st, if unpaid.

Amount Due: \$30,394.08
Total Amount: \$33,408.66, billed for 2006
Account No.: 8025-000-022-0000
Property No.: P116595
Located in: the City of Burlington



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Easement, including the terms and conditions thereof, disclosed by instrument(s):
Recorded: October 20, 1972
Auditor's No(s): 775651, records of Skagit County, Washington
In favor of: Seeatt Realty Company
For: Ingress and egress necessary for all lawful uses of the tract herein
conveyed to the Grantee
Affects: Northerly portion of Lot 22

Matters as disclosed and/or delineated on the face of the following Binding Site Plan:
Binding Site Plan: Hopper Road Business Park Binding Site Plan
Recorded: February 23, 2000 and January 30, 2003
Auditor's No.: 200002230067; 200301300162; and on the face of Second
Revised Binding Site Plan

As Follows:

An easement is hereby granted to the City of Burlington, Public Utility District No. 1 of Skagit County, Puget Sound Energy, G.T.E., Cascade Natural Gas Corp., and TCI Cablevision of Washington, Inc. and their respective successors and assigns under and upon the exterior front boundary lines of all lots and tracts as shown hereon and other utility easements shown on the face of the plat, in which to install, lay, construct, renew, operate, maintain and remove utility systems, lines, fixtures and appurtenances attached thereto, for the purpose of providing utility services to the subdivision and other property. Together with the right to enter upon the lots and tracts at all times for the purposes stated, with the understanding that any grantee shall be responsible for all unnecessary damage it causes to any real property owner in the subdivision by the exercise of rights and privileges herein granted.

Storm water from Lots 1, 18, 19, 20 and 21 does not flow through the regional water quality facilities. These lots will be required to provide their own water quality facilities. All other lots have water quality facilities provided.

The "common maintenance areas" shall be maintained by the Owner's Association as defined in the "Rescission of Protective Covenants and Declaration of Conditions, Covenants and Restrictions for Hopper Road Business Park", recorded under Auditor's File No. 200301300163, records of Skagit County, Washington, and as Amended by the "Second Amendment to Protective Covenants" recorded under Auditor's File No. 200506210192, records of Skagit County, Washington.



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Know all men by these presents that the Port of Skagit County, a municipal corporation, owners in the fee simple, or contract purchaser and/or mortgage holder or lien holder, of the land hereby, platted do hereby declare this plat and dedicate to the use of public forever, all roads and ways, except private and corporate roads, shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes, together with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said road and ways over and across any lot or lots, where water might take a natural course in the original reasonable grading of the roads and ways shown hereon. No drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting shall be done by and at the expense of the owner.

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: August 14, 1992
Auditor's No(s): 9208140092, records of Skagit County, Washington
In favor of: City of Burlington
For: Fire truck ingress and egress
Affects: Over and across the West 275 feet of Tract "X" of Short Plat No. BURL-1-91 (the Northerly portion of Lot 22)

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: January 6, 1995
Auditor's No(s): 9501060061, records of Skagit County, Washington
In favor of: Cascade Natural Gas Corporation, a Washington corporation
For: A natural gas pipeline or pipelines
Affects: The North 10 feet of Lot 22

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: December 20, 1994
Auditor's No(s): 9501120046, records of Skagit County, Washington
In favor of: Puget Sound Power & Light Company
For: Electric transmission and/or distribution line, together with necessary appurtenances
Affects: Northerly portion of Lot 22



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Easement, including the terms and conditions thereof, disclosed by instrument(s);
Recorded: December 4, 1996
Auditor's No(s): 9612040091, records of Skagit County, Washington
In favor of: Public Utility District No. 1
For: Construction and maintenance of underground waterline or lines, or
related underground facilities
Affects: A 20 foot wide strip of land in the Northerly portion of Lot 22

Covenants, conditions, and restrictions contained in declaration(s) of restriction, but
omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual
orientation, familial status, marital status, disability, handicap, national origin, ancestry, or
source of income, as set forth in applicable state or federal laws, except to the extent that
said covenant or restriction is permitted by applicable law;

Recorded: January 30, 2003 and June 21, 2005
Auditor's No(s): 200301300163 and 200506210192, records of Skagit County,
Washington
Executed By: Port of Skagit County

Easement contained in Dedication of said plat;
For: All necessary slopes for cuts and fills and continued drainage of
roads
Affects: Any portions of said premises which abut upon streets, avenues,
alleys, and roads and where water might take a natural course

Easement delineated on the face of said plat;
For: Utilities
Affects: Exterior 10 feet adjacent to road

Easement delineated on the face of said plat;
For: Access to Dike District 12
Affects: A portion of Lot 20

Notes on the face of the Binding site Plan as follows:

- A. Any lot within this subdivision will become subject to impact fees payable upon
issuance of a building permit.
- B. Buyer should be aware this Binding Site Plan is located in the floodplain of the
Skagit River and significant elevation may be required for the first floor of
construction.



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Encroachment of a building appurtenant to said premises, onto property adjacent on the East, as delineated on a survey prepared by Semrau Engineering and Surveying, dated December 17, 2004, under Job No. 4527.

Encroachment of a roof drain pipes and a vent hood attached to a building appurtenant to said premises, onto property adjacent on the East, as delineated on a survey prepared by Semrau Engineering and Surveying, dated December 17, 2004, under Job No. 4527.

Encroachment of a building onto easements recorded under Skagit County Auditor's File No. 9501060061 and 9501120046, records of Skagit County, Washington, as delineated on a survey prepared by Semrau Engineering and Surveying, dated December 17, 2004, under Job No. 4527.

Surveyor's Note on the face of George Hopper Business Park Second Revised Binding Site Plan, as follows:

This Hopper Road Business Park Second Binding Site Plan is for the purpose of depicting the ownership of the Port of Skagit County in the Hopper Road Business Park Revised Binding Site Plan, recorded January 30, 2003, under Auditor's File No. 200301300162, records of Skagit County, Washington, on the date of this recording. The revisions include the following:

- A. Boundary Line Adjustment recorded January 7, 2004, under Auditor's File No. 200401070085, records of Skagit County, Washington. Affecting Lots 5, 6, 9 and 10.
- B. Boundary Line Adjustment recorded June 21, 2005, under Auditor's File No. 200506210193, records of Skagit County, Washington. Affecting Lot 23.
- C. Revision to Lot 18.
- D. Vacation of George Hopper Place.
- E. Delete Lot 19 and a portion of Lot 21.
- F. Revise Lots 20 and 22.
- G. Delete sign easement on Lot 17. See Auditor's File No. 200311210122, records of Skagit County, Washington.



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Notes on the face if George Hopper Business Park Second Revised Binding Site Plan, as follows:

This second revised binding site plan is subject to and together with easements reservations, restrictions, covenants, leases and other instruments of record including but not limited to those documents mentioned in title report referenced in note 2 above and being recorded under Skagit County Auditor's File Nos. 9612040092; 9906250015; 200005100049; 200005100050; 9906170089; 200301300163; 200301300162; 200206040067; 200407060241; 200407060242; 200311210122; 200404130100; 200404130101, 200506210192 and 200506210193, records of Skagit County, Washington.

Any lot within this subdivision will become subject to impact fees payable upon issuance of a building permit.

Buyer should be aware this binding site plan is located in the floodplain of the Skagit River and significant elevation may be required for the first floor of construction.

Storm water from Lots 18 and 20 does not flow through the regional water quality facilities. These lots will be required to provide their own water quality facilities. All other lots have water quality facilities provided.

Storm water detention is provided for all lots.

Lot 23 contains a storm water control facility. Maintenance of this facility and any other improvements installed on this lot will be provided by the Port of Skagit County or any successor in ownership of this Lot 23.

Agreement, including the terms and conditions thereof, entered into;

By: Panattoni Investments LLC; Diepenbrock Washington Holdings, LLC

And Between: Brynestad Family LLC

Disclosed by Instrument;

Recorded: June 29, 2005

Auditor's No.: 200506290095, records of Skagit County, Washington

Providing: Tenancy In Common Agreement



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Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: October 10, 2005

Auditor's No(s): 200510100088, records of Skagit County, Washington

In favor of: Puget Sound Energy, Inc.

For: Electric transmission and/or distribution line, together with necessary appurtenances

Easement, including the terms and conditions thereof, granted by instrument(s);

Recorded: January 5, 2006

Auditor's No(s): 200601050036, records of Skagit County, Washington

In favor of: Public Utility District No. 1 of Skagit County

For: The perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities over, across, along, in and under said premises together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line.

Easement, including the terms and conditions thereof, disclosed by instrument(s);

Recorded: April 18, 2006

Auditor's No(s): 200604180096, records of Skagit County, Washington

In favor of: Skagit County Dike, Drainage and Irrigation Improvement District No. 12

For: Access for flood fighting and for maintenance and improvement of dikes and levees abutting or in the near vicinity of said premises



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