

AFTER RECORDING, RETURN TO:

CHMELIK SITKIN & DAVIS P.S.
1500 Railroad Avenue
Bellingham, WA 98225



200809300150

Skagit County Auditor

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Document Title:	LINE OF SITE PROTECTION EASEMENT	GUARDIAN NORTHWEST TITLE CO. 95371-2
Grantor:	SKAGIT FARMERS SUPPLY	
Grantee:	PETROSUN WEST PROPERTIES, LLC	
Legal Description:	Servient Estate: Ptn. Gov't Lot 2, Sec. 19-T35N-R5E Dominant Estate: Ptn. Gov't Lots 1-2, Sec. 19-T35N-R5E	
Tax Parcel Number(s):	P115435, P39449	

LINE OF SITE PROTECTION EASEMENT

This **LINE OF SITE PROTECTION EASEMENT** is entered into this ____ day of September, 2008, by and between **SKAGIT FARMERS SUPPLY**, a Washington nonprofit corporation ("Grantor"), and **PETROSUN WEST PROPERTIES, LLC**, a California limited liability company ("Grantee").

WHEREAS, Grantor is the owner of certain real property located in Skagit County, Washington legally described in Exhibit "A" attached hereto (the "Servient Estate").

WHEREAS, Grantee is the owner of certain real property located in Skagit County, Washington legally described in Exhibit "B" attached hereto (the "Dominant Estate").

WHEREAS, the Servient and Dominant Estates are adjacent to one another and depicted in Exhibit "C" attached hereto.

WHEREAS, Grantor intends to develop the Servient Estate by building a new store on the property.

WHEREAS, Grantee operates a gasoline service station and convenience store on the Dominant Estate.

WHEREAS, Grantor and Grantee desire to ensure that Grantor's development of the Servient Estate does not impair the line of site of Grantee's service station and convenience store for east bound traffic on State Highway 20.

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NOW, THEREFORE, for good and valuable consideration in hand received, Grantor hereby grants the following described nonexclusive permanent easement on the Servient Estate for protection of the line of site to Grantee's service station and convenience store on the Dominant Estate subject to the following terms and conditions:

1. GRANT OF VIEW PROTECTION EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement for purposes of protecting the line of site of Grantee's service station and convenience store by east bound traffic on State Highway 20 (the "Easement"). The location of said Easement shall be within the northerly fifty (50) feet of the Servient Estate (the "Easement Area") as depicted on Exhibit "C". The view to be protected by the Easement is demonstrated in Exhibit "D" attached hereto. To achieve the purposes herein, within the Easement Area, Grantor shall not erect or construct any building, improvement, fence or other structure in excess of five (5) feet in height, as measured from the ground to the top of the erected item and shall not allow any planting, whether it be trees, shrubs, or otherwise to grow to a height in excess of five (5) feet; Except that:

- (i) Grantor shall be allowed to place light posts, signage, and other structures in the Easement Area that are generally associated with automobile parking lots.
- (ii) The Easement Area restrictions shall only apply to permanent structures and landscaping and not automobiles, trucks, trailers, and/or temporary structures or stands.
- (iii) The Easement Area restrictions shall not apply to any structures, landscaping or other items required by the City of Sedro Woolley ("City").
- (iv) Grantor shall be allowed to bring the Easement Area up to the same grade level as the grade level of the remaining portions of Servient Estate are brought to in Grantor's development of the Servient Estate. All measurements of five (5) feet from the ground within the Easement Area, as provided above, shall be from the level of this new grade and not any previous existing grade level.
- (v) Grantor shall be allowed to install a business sign on the Easement Area consistent with City code requirements.
- (vi) The Easement shall not preclude or apply to the installation or construction of any fueling facilities (including but not limited to fuel pumps, canopy, or pricing signs) on the Servient Estate and/or in the Easement Area fifteen (15) years from the date the Easement is recorded.

2. COMMENCEMENT OF EASEMENT. This Easement shall commence upon being recorded with the Skagit County Auditor's Office.

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3. **DURATION OF EASEMENT.** This Easement shall automatically terminate thirty (30) years from the date it is recorded.

4. **LITIGATION.** If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Easement, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Easement shall be in the Superior Court for Skagit County, Washington. Provided, that neither party shall commence a lawsuit to enforce any provision of this Easement without first providing ten (10) days notice with an opportunity to cure to the other party. In the event the defaulting party is still in default at the end of the notice period, the non-defaulting party can then commence their lawsuit.

5. **SUCCESSORS AND ASSIGNS.** The Easement shall be appurtenant to and run with the aforementioned Dominant Estate, shall be binding on the successors, heirs and assigns of the Grantor and Grantee, and shall be subject to all the terms and conditions contained herein.


6. **NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or purpose whatsoever, except as may be specifically provided herein.

7. **SEVERABILITY.** In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **ENTIRE AGREEMENT.** This Easement contains the entire agreement between the parties hereto and incorporates and supersedes all prior agreements and negotiations. It may not be terminated, modified, amended or supplemented in any manner or form whatsoever, either by course of dealing or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties.

GRANTOR:

SKAGIT FARMERS SUPPLY


Kenneth Kadlec, CEO

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 30 2008

Amount Paid \$
Skagit Co. Treasurer
By *juen* Deputy

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GRANTEE:

PETROSUN WEST PROPERTIES, LLC

Westpak Consulting, Inc.,
a California corporation

by:  For Alan Goodman
Alan Goodman, President

Sunrise Petroleum, LLC
a California limited liability company

by: 
Michael Saei, Manager

Golden State Oil, LLC
a California limited liability company

by: 
David Delrahim, Manager

Sotech, LLC
a California limited liability company

by: 
Sam Hirbod, Manager

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STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **Kenneth Kadlec**, to me known to be the Chief Executive Officer of **SKAGIT FARMERS SUPPLY**, and on oath verified that he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of September, 2008.



[Signature]
Notary Public in and for the
State of Washington
Residing at:
My appointment expires:

STATE OF)
)ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that **Alan Goodman, President of Westpak Consulting, Inc., a California corporation**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Member of PetroSun West Properties, LLC** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: _____

Notary Public in and for the
State of
Residing at:
My appointment expires:



STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this day personally appeared before me **Kenneth Kadlec**, to me known to be the Chief Executive Officer of **SKAGIT FARMERS SUPPLY**, and on oath verified that he was authorized to execute this document on behalf of the corporation for the uses and purposes therein mentioned.

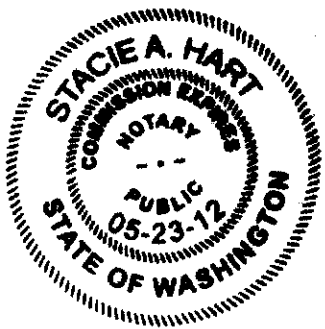
Given under my hand and official seal this 24 day of SEPT, 2008.

Notary Public in and for the
State of Washington
Residing at:
My appointment expires:

STATE OF Washington)
)ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that **Alan Goodman, President of Westpak Consulting, Inc., a California corporation**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Member of PetroSun West Properties, LLC** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9/24/08



Stacie A. Hart
Notary Public in and for the
State of Washington
Residing at: Kent, WA 98042
My appointment expires: 05/23/12

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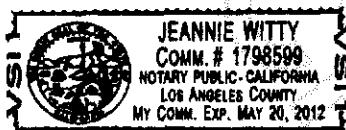
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STATE OF CA)
COUNTY OF Los Angeles)ss.

I certify that I know or have satisfactory evidence that **Michael Saei, Manager of Sunrise Petroleum, LLC, a California limited liability company**, is/~~are~~ the person(~~s~~) who appeared before me, and said person(~~s~~) acknowledged that he/~~she~~/they signed this instrument, on oath stated that he/~~she~~/they is/~~are~~ authorized to execute the instrument and acknowledged it as the **Member of PetroSun West Properties, LLC** to be the free and voluntary act of such party(~~ies~~) for the uses and purposes mentioned in this instrument.

Dated: Sept. 25, 2008



Jeannie Witty
Notary Public in and for the
State of California
Residing at: Los Angeles, CA
My appointment expires: May 20, 2012

STATE OF California)
COUNTY OF Los Angeles)ss.

I certify that I know or have satisfactory evidence that **David Delrahim, Manager of Golden State Oil, LLC, a California limited liability company**, is/~~are~~ the person(~~s~~) who appeared before me, and said person(~~s~~) acknowledged that he/~~she~~/they signed this instrument, on oath stated that he/~~she~~/they is/~~are~~ authorized to execute the instrument and acknowledged it as the **Member of PetroSun West Properties, LLC** to be the free and voluntary act of such party(~~ies~~) for the uses and purposes mentioned in this instrument.

Dated: 9-25-08



Anna Shamiryan
Notary Public in and for the
State of California
Residing at: Glendale, 91201
My appointment expires: Jan 27, 2010

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STATE OF Washington)
)ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that **Sam Hirbod, Manager of Sotech, LLC, a California limited liability company**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Member of PetroSun West Properties, LLC** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9/24/08



Stacie A. Hart
Notary Public in and for the
State of Washington
Residing at: Kent, WA 98042
My appointment expires: 05/23/12

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EXHIBIT "A"

LEGAL DESCRIPTION OF SERVIENT ESTATE

That portion of the following described property lying Southerly of a line drawn parallel with and 75 feet Southerly, when measured at right angles and/or radially, from the SR 20 Line Survey of SR 20, Sedro-Woolley Easterly:

That portion of Government Lot 2, Section 19, Township 35 North, Range 5 East, W.M. Skagit County, described as:

Beginning at a point 1,387.7 feet North and 30 feet East of the West $\frac{1}{4}$ corner of said section 19;
thence North $86^{\circ}11'$ East 624 feet;
thence Southerly parallel with now existing State Highway 70 feet;
thence South $86^{\circ}11'$ West 24 feet to the initial point;
thence South $02^{\circ}53'$ West 332.4 feet to the intersection with the Northerly line of the Great Northern Railway Company right of way;
thence South $53^{\circ}31'$ West along said right of way line 250 feet;
thence North $02^{\circ}53'$ East 455 feet;
thence North $86^{\circ}11'$ East 200 feet to the initial point.

Situate in the County of Skagit, State of Washington

Tax account number: 350519-2-001-0100

Parcel Number: P115435



EXHIBIT "B"

LEGAL DESCRIPTION OF DOMINANT ESTATE

That portion of the following described property lying Southerly of the State Highway No. 20 (formerly State Highway No. 17-A) as conveyed to the State of Washington by deed dated January 27, 1948 and recorded February 24, 1948 under Auditor's File No. 414777;

That portion of Governments Lots 1 and 2, Section 19, Township 35 North, Range 5 East, W.M., described as follows:

Beginning at a point 1,457.7 feet North and 30 feet East of the West $\frac{1}{4}$ corner of said Section 19; thence North $86^{\circ}11'$ East 662.7 feet;

Thence Southerly 9 feet

Thence South $88^{\circ}45'$ East 140 feet;

Thence South $02^{\circ}53'$ West 317 feet to the North line of Great Northern Railway right-of-way;

Thence South $53^{\circ}31'$ West along the North side of said right-of-way 250.8 feet;

Thence North $02^{\circ}35'$ East 332.4 feet;

Thence East 24 feet;

Thence North 70 feet;

Thence South $86^{\circ}11'$ West 624 feet to the Highway;

Thence Northerly along said Highway 70 feet to the point of beginning

EXCEPTING from the above described premises that portion thereof which may lie within the boundaries of those certain tracts conveyed to the State of Washington by deeds recorded January 15, 1948 and January 27, 1948, under Auditor's File Nos. 414776 and 417815 respectively.

Situate in the City of Sedro-Woolley, County of Skagit, State of Washington

Tax account number: 350519-0-022-0007

Parcel Number: P39449

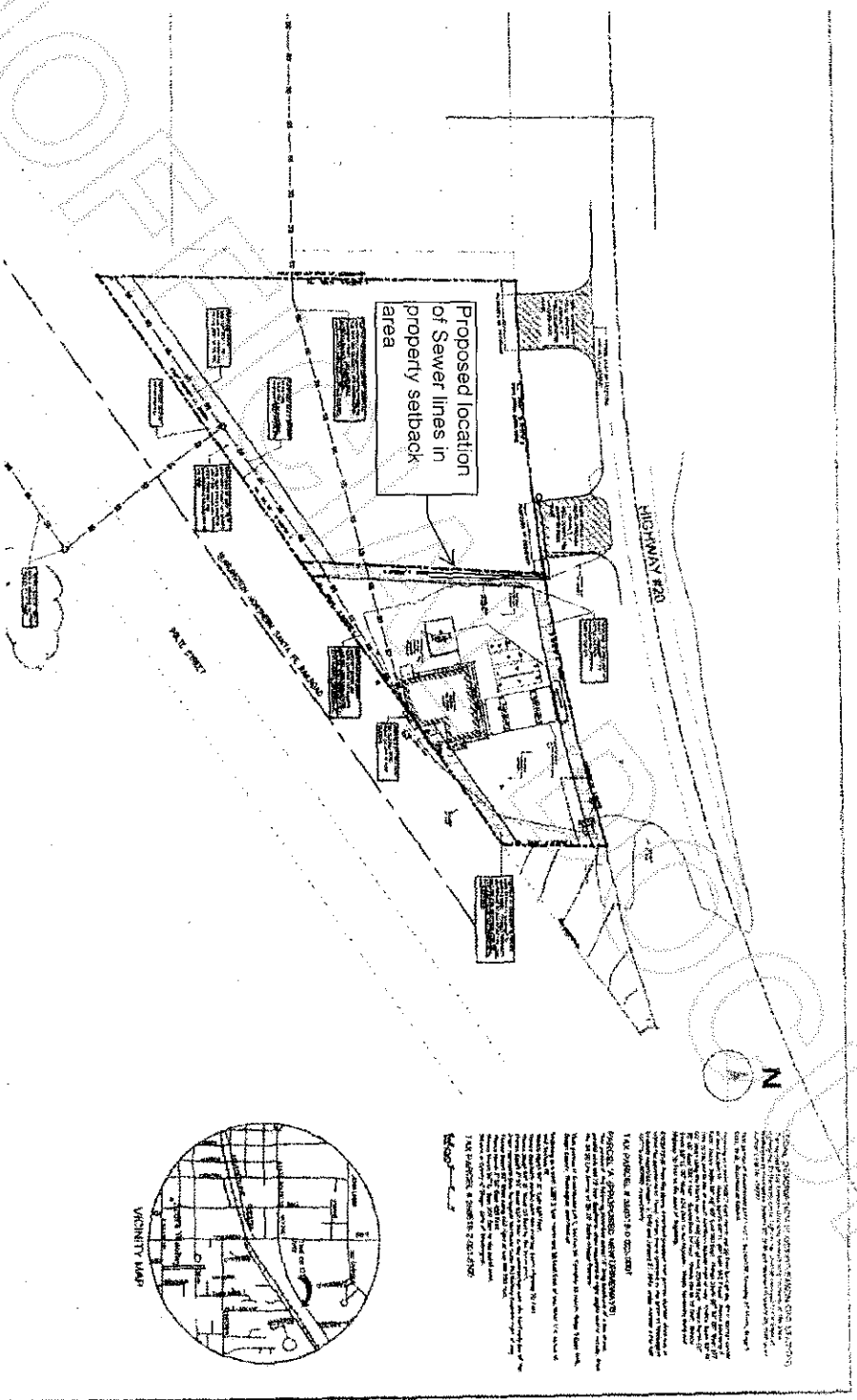
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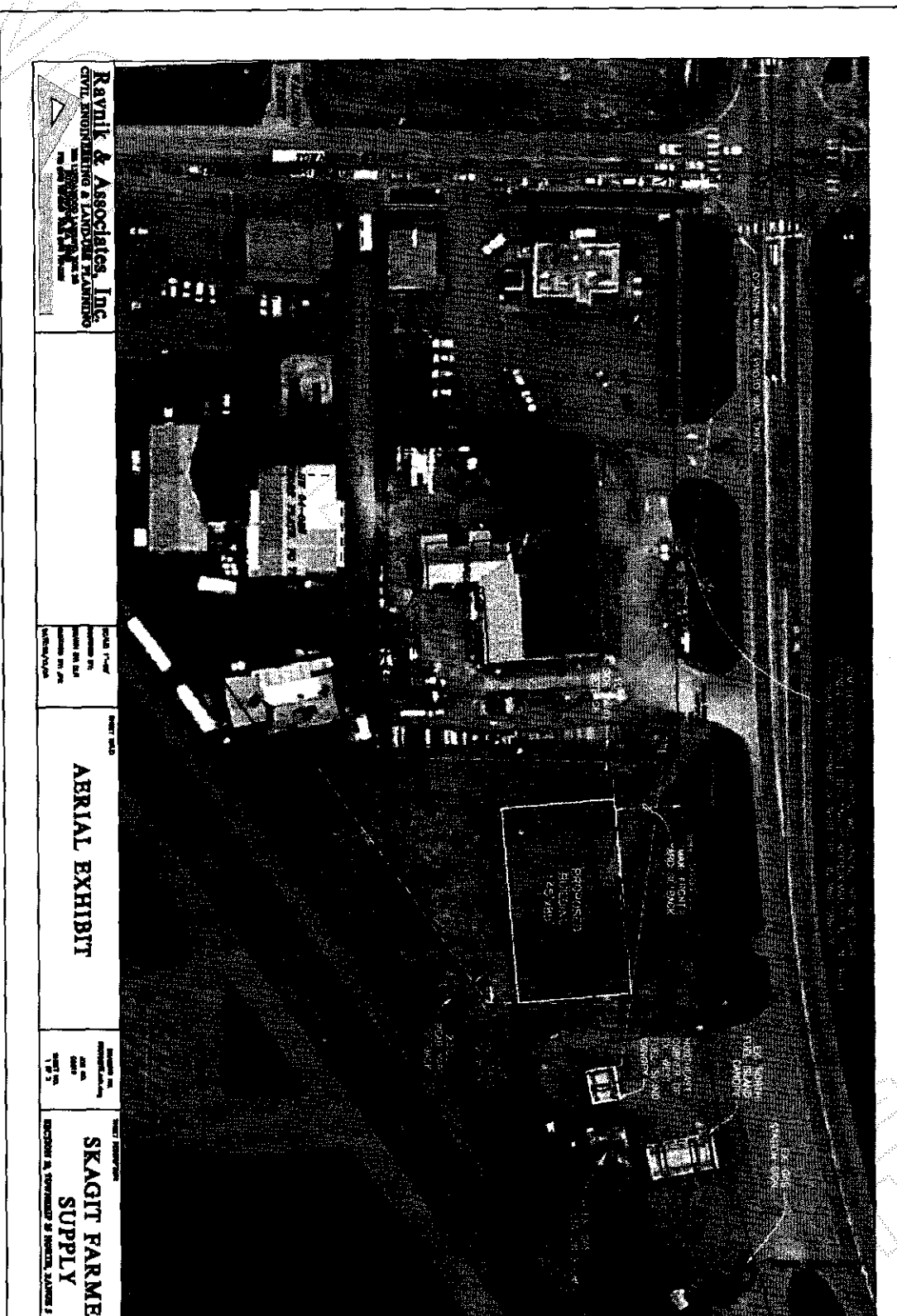
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Exhibit "C"



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Exhibit "D"



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Exhibit "D"

<p>NORTHEAST CORNER OF EX-WEST FUEL ISLAND CANOPY</p> <p>EX-GAS STATION STORE</p> <p>EX-NORTH FUEL ISLAND CANOPY</p> <p>EX-GAS STATION SIGN</p>	<p>EX-NORTH FUEL ISLAND CANOPY</p> <p>NORTHEAST CORNER OF EX-WEST FUEL ISLAND CANOPY</p>		
<p>VIEW SHOWN IS ACTUAL DISTANCE.</p> <p>PHOTO TAKEN AT THE SOUTHEAST CORNER INTERSECTION OF HWY 20 AND TOWNSHIP STREET</p>	<p>VIEW SHOWN IS ZOOMED IN.</p> <p>PHOTO TAKEN AT THE SOUTHEAST CORNER INTERSECTION OF HWY 20 AND TOWNSHIP STREET</p>		
<p>Reavitt & Associates, Inc. CIVIL ENGINEERING & LAND-USE PLANNING 1000 1/2 AVENUE SEASIDE, CA 94062 (415) 435-1100 www.reavitt.com</p>	<p>PROJECT NO. DATE DRAWN BY CHECKED BY DATE</p>	<p>SITE DISTANCE EXHIBIT</p>	<p>SKAGIT FARMER SUPPLY SECTION 18, TOWNSHIP 20 NORTH, RANGE 1 EAST</p>



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