

Escrow/Title No.:377028-011

RECORDING REQUESTED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND WHEN RECORDED, RETURN TO AND MAIL TAX STATEMENTS TO:

EWB Properties, LLC  
29305 Las Terreno Lane  
Valencia, California 91354  
Attn: Ehab Dahabreh

(h) ARCO #: 05581  
SCDB #: 29526  
DOFO #: 83135  
Location: 830 Moore Street  
Sedro Woolley, WA 98284



200903240059  
Skagit County Auditor

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GUARDIAN NORTHWEST TITLE CO.

FOR RECORDER'S USE

95969-1  
808

WA Type 2 or 3 Sites

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

**SPECIAL WARRANTY DEED**

MAR 24 2009

Tax Account Number: 350424-1-001-0004

Abbreviated Legal Description:

Lot 1 BLA Survey 9107120026A  
PTN NE 1/4 OF NE 1/4, 24-35-4 E W.M.

Amount Paid \$22,789.00  
Skagit Co. Treasurer  
Deputy

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 EWB PROPERTIES, LLC, a Washington limited liability company ("Grantee"), the following described real estate (the "Real Estate"), situated in the County of Skagit, State of Washington:

See legal description in the attached Exhibit "A".

1. Mineral Reservation. Grantor excepts from the conveyance made by this Special Warranty Deed (the "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.

2. Use and Operating Restrictions. From the date that this Deed is recorded until the expiration of the terms set forth in the Contract Dealer Gasoline Agreement and the non-lessee 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.

3. Special Exceptions. 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.

4. [intentionally omitted]

5. Counterparts. This Deed may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, authorized representatives of Grantor and Grantee have caused this Deed to be executed as of the dates below.

DATED: March 24, 2009  
(the "Effective Date")

GRANTOR:

BP WEST COAST PRODUCTS LLC,  
a Delaware limited liability company

By: [Signature]  
Printed Name: Austin J. McGreal  
Printed Title: Vice President

Attest: [Signature]  
Printed Name: Catherine A Colbert  
Printed Title: Assistant Secretary

DATED: \_\_\_\_\_, 200\_\_\_\_\_

AGREED AND ACKNOWLEDGED BY GRANTEE:

EWB PROPERTIES, LLC,  
a Washington limited liability company

By: \_\_\_\_\_  
Ehab Dahabreh  
Manager



**IN WITNESS WHEREOF**, authorized representatives of Grantor and Grantee have caused this Deed to be executed as of the dates below.

DATED: \_\_\_\_\_, 200\_\_  
(the "Effective Date")

GRANTOR:

BP WEST COAST PRODUCTS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

DATED: March 24, 2009

AGREED AND ACKNOWLEDGED BY GRANTEE:

EWB PROPERTIES, LLC,  
a Washington limited liability company

By: \_\_\_\_\_

Ehab Dahabreh  
Manager

h#05581/SCDB#29526  
2141157.2/17468.039



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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Orange

On December 11, 2008 before me, Esther K Kaili, Notary Public

Date

Name Title Of Officer - E.G., "Jane Doe, Notary Public"

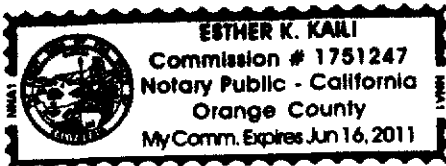
personally appeared Catherine A Colbert

Name(s) of Signer(s)

Who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Esther K. Kaili

Signature of Notary

**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.

INDIVIDUAL  
 CORPORATE OFFICER-Assistant Secretary

PARTNER(S)  LIMITED  
 GENERAL

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

Special Warranty Deed  
TITLE OR TYPE OF DOCUMENTS

3  
NUMBER OF PAGES

December 11, 2008  
DATE OF DOCUMENTS

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

BP West Coast Products LLC.

SIGNED/SY OTHER THAN NAMED ABOVE



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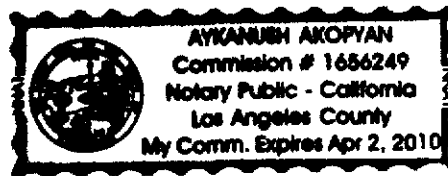
State of California )  
County of Los Angeles ) ss.

On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared Ehab Dahabreh, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 (Seal)  
Notary Public



h#05581/SCDB#29526  
2141157.2/17468.039

Special Warranty Deed



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**EXHIBIT "A"  
LEGAL DESCRIPTION**

Site #05581

LOT 1 OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JULY 12, 1991, UNDER AUDITOR'S FILE NO. 9107120026, RECORDS OF SKAGIT COUNTY, WASHINGTON; MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT OF WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF TOWNSHIP ROAD, A DISTANCE OF 96.58 FEET TO A POINT 120 FEET NORTH OF, AS MEASURED PERPENDICULAR TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS WEST, 265.18 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 152.02 FEET TO A LINE PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 188.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE (75 FEET FROM THE CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 88 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 76.20 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

h#05581/SCDB#29526  
2141157.2/17468.039

Exhibit A to Special Warranty Deed



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**EXHIBIT "B"  
SPECIAL EXCEPTIONS**

1. Excise tax, if unpaid, said tax in the City of Sedro-Woolley being .0178.
2. Municipal assessments and impact fees, if any, levied by the City of Sedro-Woolley.
3. Assessments, if any, for sanitary sewer hook-up fee as disclosed by Ordinance No. 1427-02 and Chapter 13.08 of Sedro-Woolley Municipal Code.
4. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

**Schedule "B-1"**

**A. 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 an underground electric transmission and/or distribution system

**Area Affected:** Northeast boundary

**Recorded:** October 18, 1988

**Auditor's No.:** 8810180043

**B. Matters disclosed by Record of Survey including but not limited to location of existing fence along the northerly boundary:**

**Filed:** July 12, 1991

**Volume/Page:** Book 11 of Surveys, Page 127 and 128

**Auditor's File No.:** 9107120026

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Exhibit B to Special Warranty Deed



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