

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Christopher T. Wion
Miller Nash Graham & Dunn LLP
Pier 70, 2801 Alaskan Way, Suite 300
Seattle, Washington 98121



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Skagit County Auditor
9/17/2015 Page 1 of 11 \$82.00
9:54AM

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	Site Access Agreement
Grantor(s):	Nemnich Farms LLC
Grantee(s):	Olympic Pipe Line Company
Legal Description: (abbreviated)	Ptn NE NW & Ptn NW NE, Section 11, Township 34 North, Range 3 East, SKAGIT COUNTY, WA
<input checked="" type="checkbox"/> Additional legal description is on EXHIBIT A (page 7)	
Assessor's Property Tax Parcel/Account Numbers:	P21456, 340311-2-001-0025 & P21447, 340311-1-004-0016

JK-58

SITE ACCESS AGREEMENT

This Site Access Agreement ("Agreement") is entered into this 14th day of September, 2015 (the "Effective Date"), between **Nemnich Farms LLC**, a Washington limited liability company ("Owner"), and **Olympic Pipe Line Company**, a Delaware corporation ("OPLC"), collectively ("the Parties"). "OPLC," as used in this Agreement, shall include OPLC, its operator (BP Pipelines (North America), Inc.), and their agents, employees, officers, authorized representatives and designated contractors (Antea Group, and Antea Group subcontractors, hereafter "Designated Contractors").

1. Property Ownership. Owner hereby represents that it owns or otherwise controls the following described real estate, situated in the County of Skagit, State of Washington (the "Property"):

See Exhibit A attached hereto and by this reference made a part hereof.

2. Purpose of Access; Permitted Activities. Owner acknowledges that access to the Property has been requested by OPLC for the limited purpose of conducting the Activities expressly authorized under this Agreement, as set forth in Exhibit B hereto, relating to installation and use of nine monitoring wells (the "Monitoring Wells") and exclusive use of an

existing agricultural well (the "Agricultural Well") to characterize the soil and groundwater conditions in the southern portion of the Property which is adjacent to OPLC's Allen Pump Station (located at 16292 Ovenell Road, Mount Vernon, Washington, the "Site") where a petroleum release from a pipeline occurred (the "Release"). Owner agrees not to use the Agricultural Well for any purpose during the term of this Agreement. OPLC is the owner of the Site and has accepted responsibility for the investigation and cleanup, and expressly acknowledges that Owner is not a liable, potentially liable, or person responsible for the pipeline petroleum release. The approximate location of the Monitoring Wells and Agricultural Well (located to the east of the Monitoring Wells) is depicted on Exhibit C hereto.

3. Grant of Access; Duration. Owner hereby consents and grants to OPLC (as defined above) access and entry onto the Property for a ten (10) year term beginning on the Effective Date to conduct all Activities associated with this Agreement; provided, however, that between March 1 and October 30 of each calendar year such access and entry shall be limited to foot traffic only. Except as expressly provided in this Agreement, OPLC shall not have access to the Property or conduct any other activities at the Property without the prior written consent of Owner, its successor or assigns.

4. Reports, Tests and Data. All of the Activities shall be done at OPLC's sole expense. OPLC shall conduct operations on the Property in a safe and reasonable manner. OPLC shall employ all reasonable safeguards necessary to ensure that any equipment or facilities used in the course of completing the Activities do not damage or injure the Property or equipment owned or operated by Owner or persons on the Property. OPLC will use best efforts not to disrupt or interfere with the access, operations and conduct of business of Owner's and Property lessee's, customers, and visitors at the Property. OPLC shall provide to Owner copies of all final reports and sampling results obtained from the Activities within a reasonable period of time after obtaining such reports and sampling results. Owner shall have the right to observe the Activities and have the opportunity to take split samples upon request. OPLC will keep Owner informed (through the point of contact designated in this Agreement) on a regular basis during the term of this Agreement about results of the Activities, status of Activities, and remaining Activities, if any, on the Property.

5. Grading of Property. OPLC acknowledges that Owner may wish to re-grade portions of the Property following installation of the Monitoring Wells. Owner agrees to provide OPLC at least thirty (30) days' advance notice of such re-grading to allow for any necessary modifications to the Monitoring Wells to ensure continued at-grade access to the wells during the term of this Agreement.

6. Compensation. Within five (5) business days of the Effective Date, OPLC shall pay to Owner the sum of \$12,500 in consideration for access to the Property pursuant to the terms of this Agreement and an additional sum of \$12,500 to compensate for damage to, and loss of use of, the Property resulting from the Activities.

7. Disturbance by OPLC; Property Conditions. Owner acknowledges and understands that the Activities may disturb the Property for a temporary time period. Upon completion of specific Activities, OPLC shall remove all equipment and debris from the Property within a reasonable time. OPLC shall keep the Property in a reasonably tidy condition and shall not allow the accumulation of any trash or debris. At the conclusion of Activities under this

Agreement, OPLC shall return the surface of the Property to its same condition as prior to commencement of the Activities, including any necessary repairs, and, to the extent reasonably practicable, return the subsurface to the same condition as prior to commencement of the Activities. Any repairs shall be made in a professional manner and be concluded within the term of this Agreement.

8. Owner's Representations. Owner makes no representations regarding the location of public or private utilities or potential hazards located on or under the Property. OPLC shall be solely responsible for conducting any and all inspections including but not limited to determining the location of all utilities, underground piping, structures, utility easements filed of record or otherwise.

9. OPLC's Activities: Representations. OPLC agrees it shall conduct the Activities on the Property in a prompt, efficient and orderly manner and in compliance with all applicable federal, state and local laws and regulations.

a. OPLC shall not stockpile or store any hazardous or toxic substances on the Property, including any investigation-derived waste. Any generation, handling, management treatment, transportation, storage or disposal of waste or investigation-derived waste shall be the sole responsibility of OPLC;

b. OPLC shall notify Owner of any proposed change in Designated Contractor(s) prior to entry on the Property by such contractor(s), and OPLC shall seek Owner's consent to such change in Designated Contractor(s), which such consent shall not be unreasonably withheld; and

c. In the event OPLC's Activities result in a release of hazardous or toxic substances onto or from the Property, OPLC shall immediately notify Owner and shall immediately take all necessary actions to contain and clean up such a release in conformance with all applicable federal, state and local laws.

10. Indemnification. OPLC agrees to indemnify and hold Owner (and its principals, employees, attorneys and agents and the successors and assigns, lessees, of each of them) harmless from and against any and all losses, damages, costs, penalties, expenses (including, but not limited to, reasonable investigation, cleanup costs, legal expenses and attorneys' fees), liabilities, judgments, liens, suits, claims or demands relating to or arising out of the petroleum release, the Activities or OPLC's access to the Property, including without limitation, any actual or threatened damage to the environment or to the Property or injuries to, or death of, any person, which result from, or are caused by, the Release, the Activities or OPLC's entry onto the Property, except to the extent that such are solely attributable to the gross negligence or willful misconduct of Owner. This indemnity shall survive the expiration or termination of this Agreement.

11. Insurance. OPLC shall maintain in full force and effect during the term of this Agreement the minimum insurance coverage as designated below. OPLC shall furnish, upon execution of this Agreement and otherwise upon request of Owner, certificates evidencing that such insurance is in full force and effect for itself and any agents and/or contractors engaged to

conduct the Activities on the Property and naming, to the extent permitted by law, Owner as an additional insured.

11.1 Commercial Liability. Minimum requirements are ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000) per occurrence and TWO MILLION AND NO/100 U.S. DOLLARS (\$2,000,000) in the aggregate combined single limit bodily injury and property damage per occurrence/aggregate, including coverage for products, completed operations, and contractual coverage.

11.2 Automobile Liability. Minimum requirements are ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000) combined single limit bodily injury, property damage including coverage for owned, hired and non-owned vehicles.

11.3 Pollution Legal Liability. Minimum requirements are TWO MILLION AND NO/100 U.S. DOLLARS (\$2,000,000) coverage per occurrence.

11.4 Workers' Compensation. Minimum requirements are Statutory Workers' Compensation for any subject workers, including Employer's Liability Coverage of no less than ONE MILLION AND NO/100 U.S. DOLLARS (\$1,000,000).

11.5 Umbrella Coverage. Minimum requirements are THREE MILLION AND NO/100 U.S. DOLLARS (\$3,000,000) umbrella insurance coverage.

11.6 Any of the foregoing minimum requirements may be satisfied through a combination of primary and excess coverage, at OPLC's election.

12. Relationship. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between Owner and OPLC. Neither Owner nor OPLC are authorized to act on behalf of the other in any manner relating to the subject matter of this Agreement.

13. Facsimile and Electronic Signatures. Facsimile and electronic signatures shall be considered to have the same binding legal effect as original signatures.

14. Notices. Any notice given under this Agreement shall be in writing and will be deemed given (a) upon personal delivery, (b) on the first business day after receipted delivery to a courier service which guarantees next-business-day delivery, or (c) on the third business day after mailing, by registered or certified United States mail, postage prepaid, in any case to the appropriate party at its address set forth below:

All written notices and other documents to be delivered under this Agreement to Owner shall be sent to:

Michael L. & Linda E. Nemnich
P.O. Box 68
Burlington, WA 98233
Office (425) 327-7348

The contact person for Owner under this Agreement is:

Michael Nemnich
(425) 327-7348

All written notices and other documents to be delivered under this Agreement to OPLC shall be sent to:

Olympic Pipe Line Company
600 SW 39th Street, Suite 275
Renton, WA 98057

The contact person for OPLC under this Agreement is

Terrie Malone
Environmental Coordinator
Olympic Pipe Line Company
Phone: (425) 235-7736
Cell: (630) 414-0851
Fax: (425) 981-2525
Email: terri.malone@bp.com

Either party may change such party's address for notices or copies of notices by giving notice to the other party by notifying the contact identified in paragraph 13.

15. Attorneys' Fees. The prevailing party in any lawsuit or litigation concerning the construction or interpretation of this Agreement or the breach by the other party of any provision of this Agreement shall be entitled to such party's reasonable attorneys' fees and court costs.

16. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

17. Entire Agreement; No Oral Modifications. This Agreement embodies the entire agreement between Owner and OPLC with respect to the subject matter hereof. No modification, waiver or amendment of this instrument or any of its conditions or provisions shall be binding upon a party unless in writing and signed by such party.

18. Severability. It is agreed that if any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such provisions shall remain in full force and effect.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one Agreement.

20. Governing Law. This Agreement shall be governed by the laws of the State of Washington without giving effect to the principles of conflicts of law.

EXECUTED AND AGREED TO BY THE PARTIES ON THE DATES SET FORTH BELOW:

NEMNICH FARMS LLC:

OLYMPIC PIPE LINE COMPANY:

Signature: *Mark L Nemnich*

Signature: *Edward Cimaroni*

Name: Mark L Nemnich

Name: EDWARD CIMARONI

Its: Manager
[Title]

Its: PRESIDENT
[Title]

Date: 9-11-15

Date: 14 SEPT 2015

Signature: *Linda E. Nemnich*

Name: Linda E. Nemnich

Its: Manager
[Title]

Date: 9-11-2015

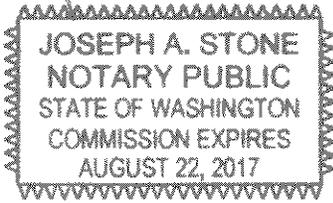
UNOFFICIAL DOCUMENT

ACKNOWLEDGMENT OF AUTHORIZED PERSON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Michael L. Nennich is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager, Nennich Farms LLC, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on this 11th day of September, 2015.



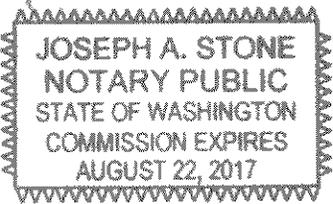
Joseph A. Stone
Signature of Notary
Notary Public in and for the County of King
State of Washington.
My Commission Expires: August 22, 2017

ACKNOWLEDGMENT OF AUTHORIZED PERSON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Linda E. Nennich is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager, Nennich Farms LLC, a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on this 11th day of September, 2015.



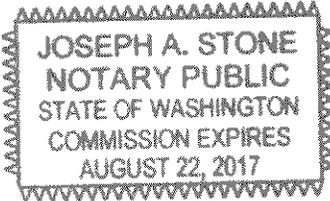
Joseph A. Stone
Signature of Notary
Notary Public in and for the County of King
State of Washington.
My Commission Expires: August 22, 2017

ACKNOWLEDGMENT OF AUTHORIZED PERSON

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Edward Cimaroli is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President, Olympic Pipe Line Company, a Delaware corporation, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on this 14th day of September, 2015.



Joseph A. Stone
Signature of Notary
Notary Public in and for the County of King
State of Washington
My Commission Expires: August 22, 2017

EXHIBIT A

Assessor's Tax Parcels #P21456 and #P21447
Street addresses: 16452 Ovenell Road, Mount Vernon, WA 98273
and 16534 Ovenell Road, Mount Vernon, WA 98273

That portion of the Northeast 1/4 of the Northwest 1/4 lying Northerly of the right-of-way of the Great Northern Railway Company and that portion of the Northwest 1/4 of the Northeast 1/4 lying Northerly of a line parallel with and 150 feet Northerly from the centerline of the right-of-way of Great Northern Railway Company and Westerly of a slough known as Higgins Slough running Southerly from a point in the North line of said Northwest 1/4 of the Northeast 1/4 approximately 240 feet East of the Northwest corner thereof;

EXCEPT county road;

AND EXCEPT road along said railway right-of-way and said slough conveyed to S.A. Westlin by deed recorded in Volume 122 of Deeds, page 146;

All in Section 11, Township 34 North, Range 3 East, W.M., Skagit County, Washington;

AND ALSO EXCEPT drainage ditch rights-of-way;

AND ALSO EXCEPT the following described tract:

Beginning at the North quarter corner of said section, bearing South 89°29'12" East from the Northwest corner of said section;

thence along the North-South centerline of said section South 00°36'44" West, a distance of 424.52 feet to the true point of beginning;

thence South 89°30'00" East, a distance of 149.16 feet to the West line of that certain strip of land for road purposes conveyed to S.A. Westlin by deed recorded in Volume 122 of Deeds, page 146, records of Skagit County, Washington;

thence along said West line South 13°19'18" West, a distance of 37.26 feet to the North line of that certain parcel conveyed to Olympic Pipe Line Company by deed recorded under Auditor's File No. 646084, records of Skagit County, Washington;

thence along said North line North 89°30'00" West, a distance of 506.80 feet to the West line of said parcel conveyed to Olympic Pipe Line Company;

thence along said West line South 00°35'31" West, a distance of 341.51 feet to the Northerly margin of the Burlington Northern Railway Company right-of-way, said margin being a non-tangent curve concave to the Northwest, having a radius of 5,679.65 feet, the radial center of which bears North 17°38'55" West;

thence along said curve Southwesterly for an arc distance of 115.55 feet, through a central angle of 01°09'56";

thence continuing along said margin South 73°31'02" West, a distance of 889.00 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of said section;

thence along said West line North 00°40'54" East, a distance of 672.38 feet to a line bearing North 89°30'00" West from the true point of beginning;

thence along said line South 89°30'00" East, a distance of 1,324.72 feet to the true point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT B

Activities

OPLC or its designated contractors will undertake necessary and appropriate work on the Property associated with the following activities:

OPLC or its designated contractors propose to advance 9 soil borings on the Property to an approximate depth of 13 feet bgs to assess shallow soil and groundwater conditions. All 9 borings will be completed as groundwater monitoring wells. Separately, an existing agricultural well to the east of the 9 borings will be used as a groundwater monitoring well.

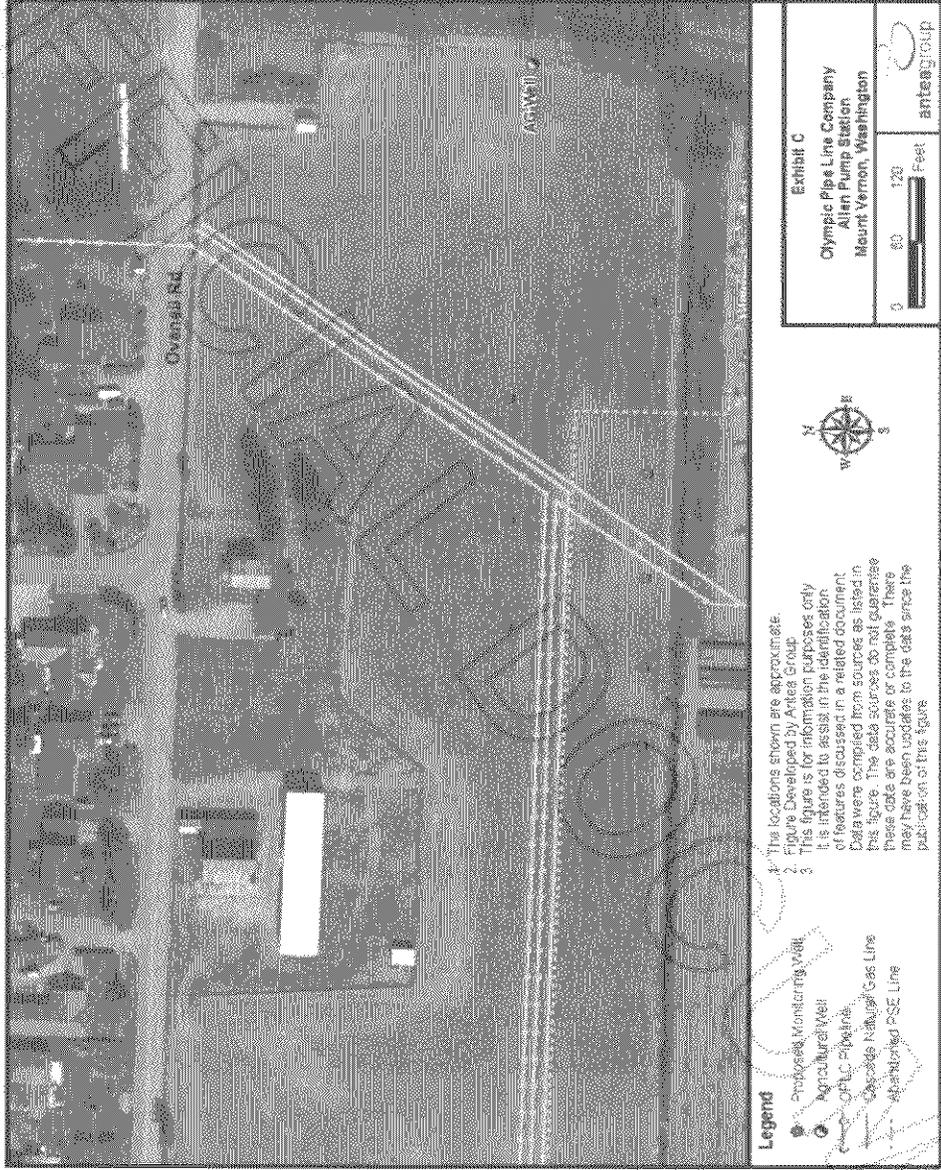
The objective of this subsurface investigation is to delineate the extent of groundwater and soil contamination.

In accordance with Remediation Management (RM) Defined Practice for Ground Disturbance protocol, a vacuum truck with air-knife and /or hand-auger will be used at each boring location to safely remove subsurface soil to a minimum depth of 6.5 feet bgs to reduce the probability of damaging underground utilities that may not have been identified through the public and/or private underground utility locating activities. Once the borings are cleared to 6.5 feet bgs, a licensed driller will advance the borings using a Geoprobe™ drilling track-rig. The groundwater monitoring wells will be constructed of 2-inch diameter schedule 40 polyvinyl chloride (PVC) to a total depth of 13 feet bgs with 10 feet of 0.010-inch slotted screen; provided, however, that the construction detail of the monitoring wells may be altered to adjust to field conditions based on on-site observations. The annulus of all wells will be backfilled with sand to 6-inches above the screen, followed by a 1-foot bentonite seal, and bentonite grout to 18-inches bgs. The monitoring wells will be flush mounted.

The wells will be developed following well installations. Well development is performed to produce representative formation water that is free of drilling fluids, cuttings, or other material potentially introduced during drilling and well construction activities.

Following installation and development of the monitoring wells, OPLC or its designated contractors plan periodically to take groundwater samples from the wells, as well as from a separate existing agricultural well on the Property, located to the east of the monitoring wells. Reports will be generated based on analysis of the groundwater samples taken from the monitoring wells and the agricultural well.

EXHIBIT C



1. The locations shown are approximate.
 2. Figure Developed by Antea Group.
 3. This figure is for information purposes only. It is intended to assist in the identification of features discussed in a related document. Data were compiled from sources as listed in this figure. The data sources do not guarantee these data are accurate or complete. There may have been updates to the data since the publication of this figure.

- Legend**
- Proposed Monitoring Well
 - Agricultural Well
 - OPLC Pipeline
 - Cascade Natural Gas Line
 - Abandoned PSE Line

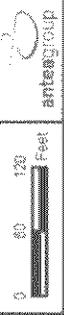


Exhibit C
 Olympic Pipe Line Company
 Allen Pump Station
 Mount Vernon, Washington