

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT (“Agreement”) is made as of November ____, 2019 (the “Effective Date”), by and between ATLANTIC RICHFIELD COMPANY, a Delaware corporation (“ARC”); BUTY LIMITED PARTNERSHIP, a Washington limited partnership; JEAN MITCHELL BURTON TESTAMENTARY TRUST; MARTIN M. BURTON IRREVOCABLE TRUST, dated April 16, 1987; SHELLEY LYNN BURTON, as her separate estate; SHELLEY LYNN BURTON TRUST; and MELISSA MARY BURTON TRUST (collectively, “Owner”); and the CITY OF MERCER ISLAND, a Washington municipal corporation (“the City”). ARC, Owner, and the City are referred to collectively as the “Parties.”

RECITALS

A. Owner owns real property commonly known as 7810 SE 27th Street, Mercer Island, Washington 98040 (King County Tax Parcel No. 531510-1235) (the “Property” (shown as “ARCO” on attached Figure A)).

B. ARC formerly leased the Property and owned and operated a gasoline service station thereon (the “ARCO Station”). Contamination arising out of and resulting from operation of the service station has impacted the Property and allegedly has impacted certain adjacent areas and properties, including rights-of-way. The Property and these adjacent areas and properties shall be referred to herein as the “Site,” which shall be defined as anywhere contaminants originating on or from the Property have come to be located.

C. The City and Owner are parties to that certain Purchase and Sale Agreement dated June 7, 2018 pursuant to which the Owner intends to sell the Property to the City. The City is exploring the possibility of developing a mixed-use project with multiple levels of underground parking on the Property and an adjacent parcel (the “Project”). It is anticipated that a developer (hereinafter “Developer”) would perform the Project, including subgrade excavation activities.

D. In the event the Project does not proceed, the City may consider alternative uses for the Property, which may or may not include subgrade excavation activities. In any scenario under which the City acquires the Property, the City may conduct the remediation required by the Washington State Department of Ecology (“Ecology”) or the Pollution Liability Insurance Agency (“PLIA”) to achieve regulatory closure for the Site as described in Section 2 below.

E. Owner and the City have incurred costs, including consulting charges and legal fees, in response to contamination attributable to the ARCO Station. The City expects to incur future costs in the course of achieving regulatory closure for the Site, whether or not the City proceeds with the Project. If the Project is undertaken, Developer (or its assignees) will also incur such future costs.

F. Without admitting any liability, ARC desires to reimburse the City and Owner for past costs, as well as the City or Developer (or Developer’s assignees) for future incremental costs incurred in response to contamination on, beneath, or migrating from the Property, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the above and the mutual covenants and agreements herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS

1. Recitals Incorporated. The Recitals above are hereby incorporated herein as though fully restated.

2. Remedial Work. The City or Developer (or Developer's assignees) may take actions necessary to obtain either: (a) a written determination from Ecology or PLIA stating that no further remedial action is necessary at the Site ("NFA Determination"), or (b) a formal determination from Ecology closing the Site pursuant to an agreed order, consent decree, or prospective purchaser agreement ("Ecology Determination"). It shall be within the sole discretion of the then current owner of the Property whether to accept an NFA Determination or Ecology Determination subject to institutional controls or deed restrictions. Consultants retained by the City or Developer (or Developer's assignees) will oversee and guide all remedial activities performed at the Site in response to contamination, including all assessment, characterization, sampling and analysis, profiling, handling, management, treatment, collection, discharge, transportation, and disposal (collectively, the "Remedial Work"). The Remedial Work will be conducted in accordance with applicable laws and regulations, including but not limited to the Washington Model Toxics Control Act, Chapter 70.105D RCW and Chapter 173-340 WAC ("MTCA"). The City or Developer will procure and maintain in effect during performance of the Remedial Work all permits and government approvals necessary to conduct the Remedial Work in a manner intended to obtain an NFA Determination or Ecology Determination.

3. Assistance and Cooperation. The Parties will cooperate fully in the conduct of all actions necessary to complete the Remedial Work and obtain an NFA Determination or Ecology Determination. The City will timely inform ARC of decisions concerning the development of the Project or of alternative uses for the Property, including the effect of such decisions on the type and cost of the Remedial Work that the City or Developer expect to undertake. The Parties will further cooperate in good faith to minimize the cost of the Remedial Work to the extent reasonably practicable, including but not limited to consideration of the use of institutional controls and deed restrictions, subject to existing applicable legal requirements to obtain an NFA Determination or Ecology Determination.

4. ARC Observation of Remedial Work; Access. ARC shall have the right, at ARC's sole cost and expense, to have a technical consultant present at the Property and/or Site to observe the Remedial Work. The City or Developer shall provide reasonable access to the Property and/or Site for ARC to observe the Remedial Work, such access to be granted in writing through a negotiated Access Agreement by the City or Developer prior to ARC's entry onto the Property and/or Site. ARC covenants to release, defend, indemnify, and hold harmless the City, and/or Developer from any and all claims arising from ARC's access to and presence on the Property and/or Site to observe the Remedial Work. The City or Developer will promptly provide ARC with copies of all reports and data submitted to Ecology or PLIA with respect to the Site.

5. Incremental Costs Reimbursement. The Parties agree that as of the time of execution of this Agreement, the Site has not been fully characterized. The Parties further agree that complete characterization of the horizontal and vertical extent of any and all contaminants in, on, beneath, and emanating or migrating to or from the Property is necessary to define the boundaries of the Site and plan the Remedial Work. Without admitting any liability, ARC desires to reimburse the City or Developer (or Developer's assignees) for a percentage of the Incremental Costs that the City or Developer will incur in response to contamination at the Site.

5.1 Incremental Costs Definition. Subject to Section 6, ARC shall reimburse the City or Developer (or Developer's assignees) for a specified percentage of the "Incremental Costs" incurred before or after the Effective Date of this Agreement. "Incremental Costs" shall mean: (1) costs incurred by the City or Developer to respond to contamination; and (2) costs incurred in connection with Project development (or alternative uses for the Property) on and beneath the Site and in connection with either an NFA Determination or Ecology Determination, in the case of both (1) and (2) that: (a) are reasonably necessary for Project development (or alternative uses for the Property) or to obtain an NFA Determination or Ecology Determination; and (b) reflect and represent only the increase above and beyond the costs that the City or Developer would have incurred in the absence of contamination. By way of example and illustration, Incremental Costs include, without limitation, consultant charges, contractor charges, laboratory charges, attorneys' fees, agency fees, or other costs arising from the following:

- a. Segregating known or suspected contaminated soil, water, or groundwater from uncontaminated soil, water, or groundwater;
- b. Treating, handling, managing, removing, transporting, or disposing of Contaminated Soil (as defined in Section 5.2);
- c. Removing or decommissioning underground storage tanks, piping, or other improvements or equipment associated with former operations of the ARCO Station;
- d. Testing, sampling, or characterizing soil, soil gas, water, or groundwater known to contain, or suspected of containing, contamination;
- e. Installing and monitoring borings and groundwater wells at the Site for the purpose of assessing the distribution and remediation of contamination, including investigation, performance, and compliance monitoring;
- f. Treating, collecting, and/or disposing of contaminated water or groundwater;
- g. Designing and installing any vapor barrier or similar preventative measures as may be necessary or required (in the City's or Developer's discretion) to protect the Project (or alternative uses for the Property) and future occupants of the Project (or alternative uses for the Property) from any contaminants that may remain in soil, soil gas, or groundwater at the Site after the Remedial Work is completed;
- h. Purchasing, transporting, placing, and compacting any clean fill materials used to replace Contaminated Soil, but only to the extent that excavated soil cannot be re-used as part of the Project or alternative uses for the Property because it contains contaminants in concentrations exceeding levels acceptable for re-use;

- i. Over-excavating, backfilling, dewatering, and shoring necessary to address contamination beyond the planned excavation limits for the Project or alternative uses for the Property, if applicable;
- j. Obtaining permits or government approvals necessary to dispose of contaminated soil, water, or groundwater;
- k. Documenting and reporting the Remedial Work as necessary to satisfy applicable laws and regulations and to obtain an NFA Determination or Ecology Determination including subsequent reporting obligations;
- l. Communicating with Ecology or PLIA concerning the actions taken with respect to the Site and concerning an NFA Determination or Ecology Determination;
- m. Additional fees (but with regard to HAZWOPER training and other worker certification costs, only such training and costs associated with employees of the City or Developer, but not third-party contractors), contractor mark-ups applied to Incremental Costs, taxes (including applicable Washington State Sales Tax applied to Incremental Costs), insurance costs, and mitigation measures with respect to potential impacts to adjacent or impacted properties; and
- n. All fees and costs paid by the City or Developer to Ecology or PLIA with regard to review and oversight activities as part of any request for a NFA Determination or Ecology Determination.

5.2 Reimbursement Percentages.

a. ARC shall reimburse 90% of the Incremental Costs arising from general investigation, assessment, delineation, reporting, and similar Site-wide tasks.

b. ARC shall reimburse 85% of the Incremental Costs arising from remediation and monitoring of soil gas and groundwater contamination at the Site.

c. ARC shall reimburse Incremental Costs arising from excavation, segregation, transport and disposal of Contaminated Soil at the Site at the following percentages for the areas shown on Figure A (Survey & Legal Descriptions):

ARCO (Property) – 100%

A-1 – 75%

A-2 – 35%

B-1 – 0%

B-2 – 100%

B-3 – 0%

SE 27th Street right-of way south of the Property – 100%

For purposes of this Agreement, “Contaminated Soil” shall mean any soil that qualifies as Category 2 or higher under Ecology’s Guidance for Remediation of Petroleum Contaminated Sites, dated June 2016 or any subsequent versions promulgated by Ecology, or which contain contaminant concentrations exceeding applicable Method A Cleanup Levels under the MTCA. With respect to excavation, segregation, transport, and disposal of Contaminated Soil,

“Incremental Costs” shall be established by taking the total costs the City or Developer, or assignees thereof, incur for excavating, segregating, transporting, and disposing of Contaminated Soil less the total costs the City or Developer, or assignees thereof, would have otherwise incurred to excavate, segregate, transport, and dispose of “clean,” uncontaminated soil.

5.3 Survival. ARC’s reimbursement obligations under this Section 5 shall continue to apply if, subsequent to an NFA Determination or Ecology Determination, any of the following occurs: (a) Ecology, or any local, state, or federal government agency, requires additional Remedial Work at the Site in response to contamination attributable to the former ARCO Station; (b) governing environmental laws change in such a manner that soil, soil gas, water, or groundwater conditions at the Site no longer meet applicable cleanup standards; (c) additional contamination attributable to the former ARCO Station and requiring Remedial Work is discovered at the Site or otherwise impacts the Property after the NFA Determination or Ecology Determination is issued; and/or (d) a “reopener” or other provision of an NFA Determination or Ecology Determination requires further investigation or remediation work, including without limitation any periodic reviews (*e.g.*, 5-year reviews, ongoing groundwater monitoring) to confirm that the selected remedy continues to protect human health and the environment under the MTCA or other applicable laws and regulations.

6. Past Costs Reimbursement. ARC shall reimburse Owner and the City, or assignees thereof, for “Past Costs”. “Past Costs” shall mean costs incurred by Owner and the City for Remedial Work at the Site, including without limitation environmental consultants’ fees and attorneys’ fees, incurred prior to the Effective Date of this Agreement. Owner’s current estimate of its Past Costs is \$60,000 to \$100,000. The City’s estimate of its Past Costs is \$400,000 to \$500,000. Owner and the City shall provide ARC with reasonable documentation to support their respective claims for Past Costs. Reimbursement for Past Costs shall be due to Owner and the City, respectively, within 45 days after the latest of (a) ARC’s receipt of the supporting documentation, (b) the Effective Date of this Agreement, and (c) ARC’s receipt from Owner and the City of a signed W-9 tax form or other reasonable documentation required by ARC for accounting purposes. If ARC disputes any of the Past Costs, it shall deliver to Owner or the City during the 45-day period a written objection identifying the specific Past Costs that are in dispute and the reasons for the dispute. ARC shall timely pay all Past Costs that are not in dispute. Any disagreement concerning a Past Cost that cannot be resolved shall be submitted to dispute resolution in accordance with Section 9.

7. Future Reimbursement Requests and Payment. The City or Developer (or Developer’s assignees) may, from time to time but no more frequently than every 30 days, deliver to ARC a request for reimbursement of Incremental Costs. Reimbursement requests shall include a detailed accounting of the costs incurred in the period covered by the reimbursement request together with all invoices and supporting documentation. ARC shall pay the amount stated in the reimbursement request within thirty (30) days after it is delivered to ARC, unless ARC delivers to the City or Developer before such deadline a written objection identifying the specific Incremental Costs that are in dispute and the reasons for the dispute. ARC shall timely pay all Incremental Costs that are not in dispute. Any disagreement concerning a reimbursement request that cannot be resolved shall be submitted to dispute resolution in accordance with Section 9.

8. Release and Hold Harmless.

8.1 Upon receipt of their respective payments required under Section 6, Owner and the City fully release and discharge ARC from all claims, of any nature, known or unknown, asserted or unasserted, for Past Costs.

8.2 ARC hereby fully releases Owner and the City, and their respective heirs, members, managers, officers, directors, successors and assigns, from all claims, of any nature, known or unknown, asserted or unasserted, past, present or future, related to the release or threatened release, or both, of contamination from the ARCO Station. Additionally, ARC shall defend, indemnify, and hold Owner and the City, and their respective heirs, successors and assigns, harmless from all third-party claims, including claims from any governmental agency, of any nature, known or unknown, asserted or unasserted, past, present or future, related to the release or threatened release (or both) of contamination from the ARCO Station.

8.3 Nothing in this Section 8 shall be read to release or discharge ARC, Owner, or the City, or their respective assigns, from any claim for breach of this Agreement.

9. Dispute Resolution. Any dispute under this Agreement shall be resolved in accordance with this Section, including disputes regarding Incremental Costs. The Parties shall continue to perform their respective obligations that are not in dispute during the course of any dispute resolution or other proceeding under this Agreement. The Parties shall negotiate in good faith to resolve any dispute. The Party initiating dispute resolution under this Section shall provide written notice to all other Parties. The Parties shall meet in person or via teleconference within ten (10) calendar days of the receipt of written notice to confer and seek to resolve amicably all matters in dispute. If the Parties are unable to agree upon a resolution to the dispute within fifteen (15) calendar days of the submission of the written notice of the dispute, then the dispute shall be submitted to mediation with a mediator in Seattle, Washington to which the Parties agree. If the Parties fail to agree upon a mediator, the Washington Arbitration and Mediation Service shall appoint a mediator upon the request of any Party. The mediation shall be non-binding on all Parties, the Parties shall equally share the cost of the mediator, and each Party shall bear its own attorneys' fees and expenses in the mediation. The mediation shall occur within forty-five (45) days of the initial provision of written notice. In the event the mediation is unsuccessful and the Parties are not able to resolve the dispute, each Party preserves all rights and defenses available to it under applicable laws, and may pursue litigation at any time following conclusion of mediation. Venue for any litigation arising out of this Agreement shall be in King County Superior Court. The prevailing party in any such litigation shall be awarded its reasonable attorney's fees and costs; provided, however, that if no Party completely prevails then the court shall award a portion of the reasonable attorney's fees and costs as it deems appropriate.

10. Notices. All notices and other communications regarding this Agreement shall be in writing and shall be deemed duly given when delivered upon: (a) hand delivery; (b) one (1) business day after being transmitted by email (unless sender receives an "undeliverable" message); or (c) upon confirmation of delivery when posted by certified or registered mail. All notices and other communications shall be delivered as addressed below or to such other addresses as any party may designate by notice to the other party.

If to ARC: Jim Schaeffer
BP Remediation Management
201 Helios Way
Houston, Texas 77079
Email: *jim.schaeffer@bp.com*

With a copy to: Douglas Reinhart, Esq.
BP Legal
150 W. Warrenville Road
Naperville, Illinois 60563
Email: *douglas.reinhart@bp.com*

If to Owner: Frank M. Buty
1150 Alki Ave SW, Apt. 4
Seattle WA 98116
Email: *FMButy@gmail.com*

and

Shelley Burton
3820 NE 155th Place #101
Lake Forest Park WA 98155
Email: *SLB2012@q.com*

and

Kristina Udall, Trustee
Melissa Mary Burton Trust
P.O. Box 16346
Seattle WA 98116
Email: *Kristina@UdallLegal.com*

With a copy to: John J. Houlihan, Jr.
Houlihan Law, P.C.
100 N. 35th St.
Seattle, WA 98103
Email: *John@Houlihan-Law.com*

If to the City: City Attorney's Office
City of Mercer Island
9611 SE 36th St.
Mercer Island, WA 98040
Email: *mary.swan@mercergov.org*

With a copy to: Jeff Kray
Marten Law LLP
1191 Second Ave., Suite 2200
Seattle, WA 98101
Email: jkray@martenlaw.com

11. Successors and Assigns. This Agreement is binding on ARC and its successors and assigns. Owner or the City may, on one or more occasions, transfer and/or assign this Agreement to their respective successors-in-interest, successors-in-title, and assigns upon thirty (30) days written notice to ARC, provided that the respective assignee agrees in writing to be bound by the obligations of the respective assignor hereunder. In the event the City fails to acquire the Property from Owner within one year of the Effective Date for any reason other than Owner's default under the Purchase and Sale Agreement between Owner and the City dated June 7, 2018, then Owner shall be automatically assigned without further written agreement, but with written notice to ARC, all of City's rights and obligations with regard to the Property under this Agreement arising from and after the date of the written notice to ARC. In such event, all of the City's remaining rights with regard to the Site are preserved. In the event the City fails to acquire the Property from Owner within one year of the Effective Date due to Owner's default under the Purchase and Sale Agreement between Owner and the City dated June 7, 2018, then all Parties are released from any obligations under this Agreement that had not yet been performed as of that one-year anniversary.

12. Negotiation and Acknowledgement. This Agreement is a product of negotiation between the Parties executing this Agreement and has been jointly drafted and approved by each Party. The Parties acknowledge that they have read and completely understand the terms and conditions of this Agreement and that they have received the advice of counsel. For these reasons, no provision of this Agreement shall be interpreted or construed against a party for the reason that said party proffered the language at issue.

13. Remedies Cumulative. Except as otherwise expressly provided in this Agreement, all rights, powers, and remedies conferred by this Agreement upon the Parties shall be cumulative and in addition to those rights, powers, and remedies available at law or in equity. All such rights, powers, and remedies may be exercised separately or at once, and no exercise of any rights, powers, or remedies shall be construed to be an election of remedies.

14. No Waiver. Neither the failure of any Party to exercise any power given such Party or to insist upon strict compliance by any other Party with its obligations under this Agreement, nor any custom or practice of the Parties at variance with the terms of this Agreement shall constitute a waiver of any Party's right to demand exact compliance with the terms of this Agreement. Except as expressly stated herein, nothing in this Agreement shall be construed to waive or limit any claim or right of action which any Party may have against the other.

15. No Admission. The Parties understand and agree that execution and performance of this Agreement does not constitute, and shall not be construed as, an admission of liability, fault, or responsibility of any party.

16. Authority. Each person executing this Agreement represents and warrants that he or she has the authority and power to enter into this Agreement, and the Parties may rely upon such representation and warranty. The Parties further represent and warrant that the execution and delivery of this Agreement has been duly authorized by all necessary action and does not and will not require any consent or approval of any person or entity having any direct or indirect interest in such party that has not been obtained.

17. Entire Agreement; Amendment; Severance. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written instrument executed by the Parties. If any covenant, condition, term, or provision of this Agreement is illegal, or if the application thereof to any person or in any circumstance shall to any extent be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each covenant, condition, term, and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. No Joint Venture; No Third-Party Beneficiaries. This Agreement shall not be construed or interpreted to create a partnership or joint venture between or among ARC, Owner, or the City. No Party shall have the authority to bind any other Party. Nothing contained herein shall be construed as creating a third-party beneficiary relationship between ARC, Owner, the City, or any other person or entity.

19. Governing Law. This Agreement shall be interpreted and enforced under the laws of the State of Washington without regard to conflict of law principles.

20. Counterparts. This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the Parties. An email copy of an original signature shall be deemed to have the same force and effect as the original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

ATLANTIC RICHFIELD COMPANY, a
Delaware corporation

By: Patricia Gallery
Printed Name: PATRICIA GALLERY
Title: VICE PRESIDENT
Date: 13 NOV 2019

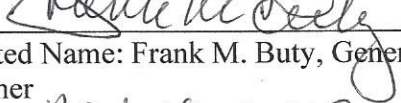
CITY OF MERCER ISLAND, a municipal
corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

[OWNER'S SIGNATURES ON NEXT PAGE]

OWNER:

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: 
Printed Name: Frank M. Buty, General
Partner
Date: NOV 12, 2019

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Steve Buty, General Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Kim Buty, General Partner
Date: _____

SHELLEY LYNN BURTON TRUST

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**MARTIN M. BURTON IRREVOCABLE
TRUST, dated April 16, 1987**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**SHELLEY LYNN BURTON, as her
separate estate**

By: _____
Printed Name: Shelley L. Burton
Date: _____

MELISSA MARY BURTON TRUST

By: _____
Printed Name: Kristina C. Udall, Trustee
Date: _____

OWNER:

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Frank M. Buty, General
Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Steve Buty, General Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: Kim Buty
Printed Name: Kim Buty, General Partner
Date: 11-13-19

SHELLEY LYNN BURTON TRUST

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**MARTIN M. BURTON IRREVOCABLE
TRUST, dated April 16, 1987**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**SHELLEY LYNN BURTON, as her
separate estate**

By: _____
Printed Name: Shelley L. Burton
Date: _____

MELISSA MARY BURTON TRUST

By: _____
Printed Name: Kristina C. Udall, Trustee
Date: _____

OWNER:

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Frank M. Buty, General
Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: Steve Buty
Printed Name: Steve Buty, General Partner
Date: 11-13-2019

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Kim Buty, General Partner
Date: _____

SHELLEY LYNN BURTON TRUST

By: Shelley L. Burton
Printed Name: Shelley L. Burton, Trustee
Date: November 11, 2019

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: Shelley L. Burton
Printed Name: Shelley L. Burton, Trustee
Date: November 11, 2019

**MARTIN M. BURTON IRREVOCABLE
TRUST, dated April 16, 1987**

By: Shelley L. Burton
Printed Name: Shelley L. Burton, Trustee
Date: November 11, 2019

**SHELLEY LYNN BURTON, as her
separate estate**

By: Shelley L. Burton
Printed Name: Shelley L. Burton
Date: November 11, 2019

MELISSA MARY BURTON TRUST

By: _____
Printed Name: Kristina C. Udall, Trustee
Date: _____

OWNER:

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Frank M. Buty, General
Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Steve Buty, General Partner
Date: _____

**BUTY LIMITED PARTNERSHIP, a
Washington limited partnership**

By: _____
Printed Name: Kim Buty, General Partner
Date: _____

SHELLEY LYNN BURTON TRUST

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**JEAN MITCHELL BURTON
TESTAMENTARY TRUST**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

**MARTIN M. BURTON IRREVOCABLE
TRUST, dated April 16, 1987**

By: _____
Printed Name: Shelley L. Burton, Trustee
Date: _____

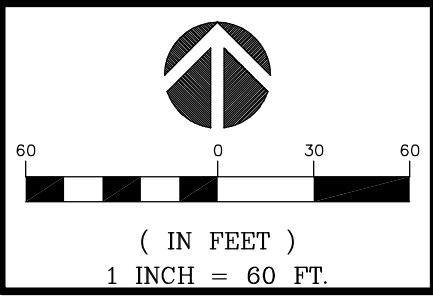
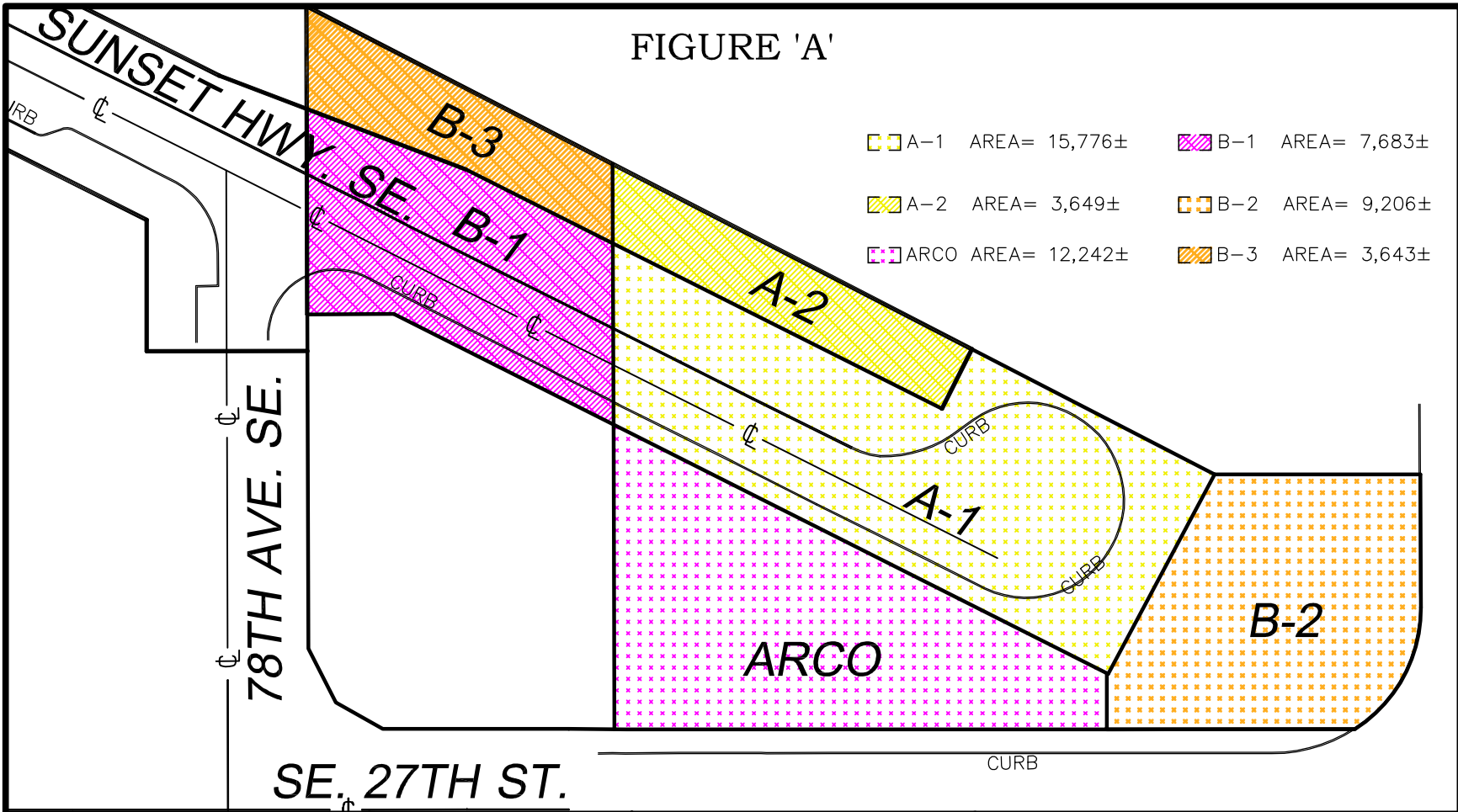
**SHELLEY LYNN BURTON, as her
separate estate**

By: _____
Printed Name: Shelley L. Burton
Date: _____

MELISSA MARY BURTON TRUST

By: Kristina C Udall See
Printed Name: Kristina C. Udall, Trustee
Date: 11-12-2019

FIGURE 'A'



AREAS A-1, A-2,
B-1, B-2, B-3 &
ARCO

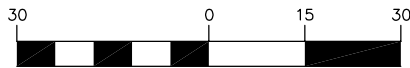
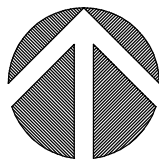
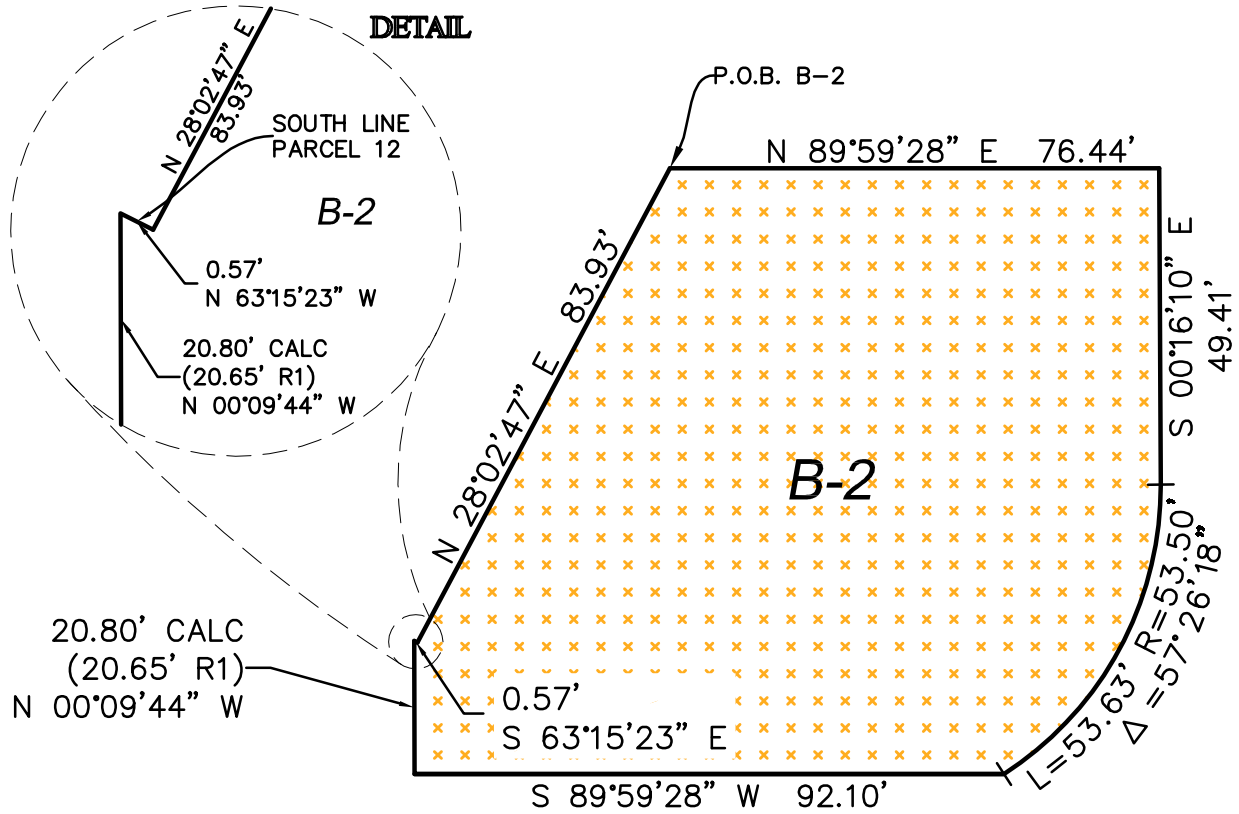
7810 SE. 27TH ST.
MERCER ISLAND, WA. 98040

JOB NO. 181671
DATE: 12/18/2018

Terrane

10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net
www.terrane.net

FIGURE 'A'



(IN FEET)
1 INCH = 30 FT.



AREAS A-1, A-2,
B-1, B-2, B-3 &
ARCO

7810 SE. 27TH ST.
MERCER ISLAND, WA. 98040

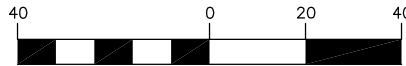
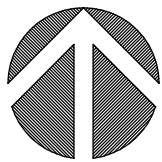
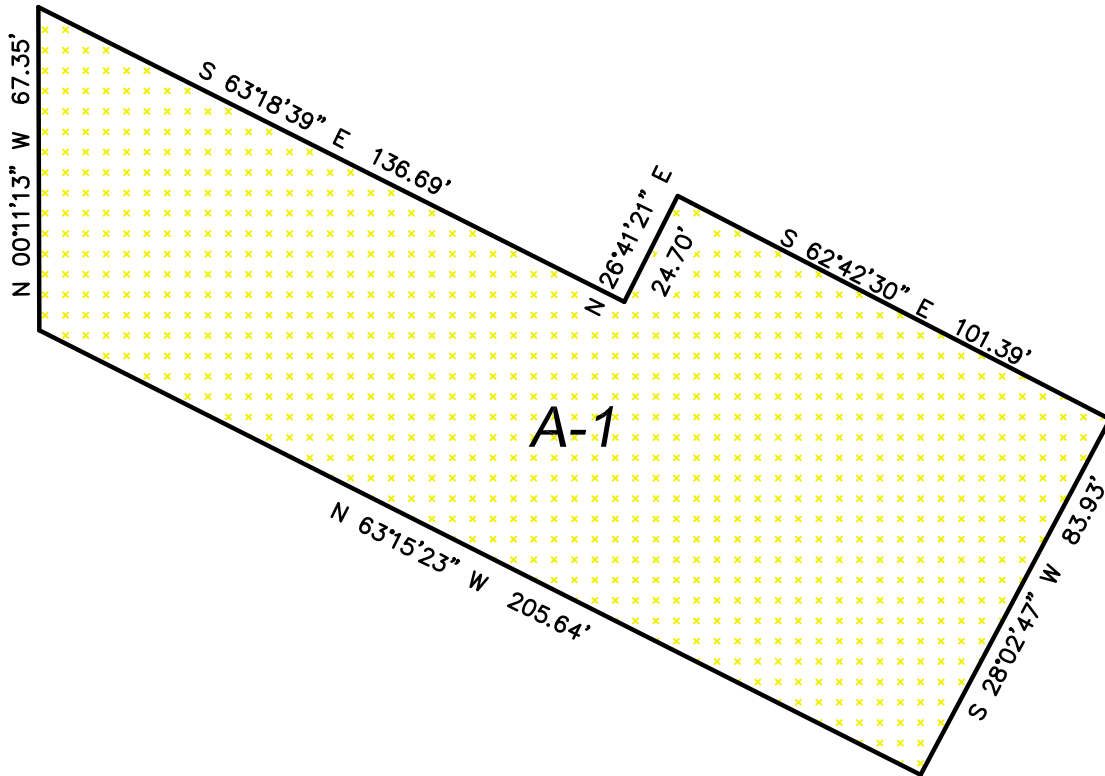
JOB NO. 181671
DATE: 12/03/2018



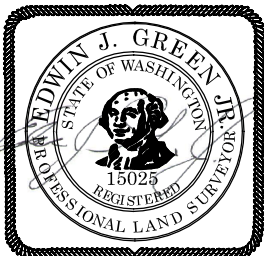
10801 Main Street, Suite 102, Bellevue, WA 98004
phone 425.458.4488 support@terrane.net

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FIGURE 'A'



(IN FEET)
1 INCH = 40 FT.



AREAS A-1, A-2,
B-1, B-2, B-3 &
ARCO

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MERCER ISLAND, WA. 98004

JOB NO. 181671
DATE: 12/03/2018

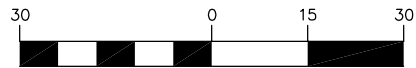
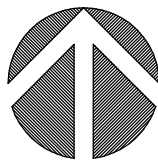
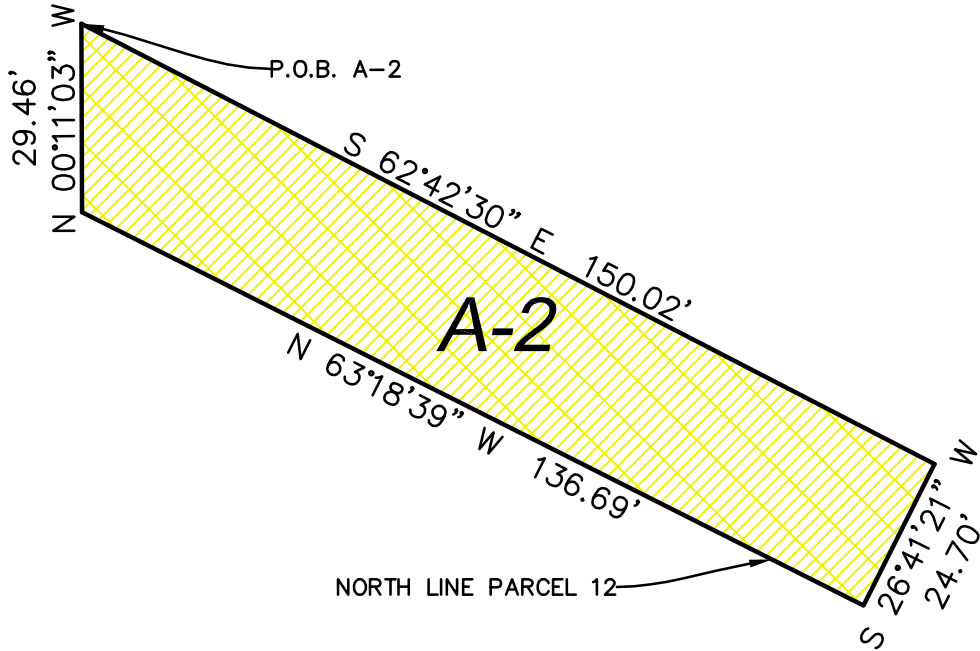


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FIGURE 'A'



(IN FEET)
1 INCH = 30 FT.



AREAS A-1, A-2,
B-1, B-2, B-3 &
ARCO

7810 SE. 27TH ST.
MERCER ISLAND, WA. 98040

JOB NO. 181671
DATE: 12/03/2018

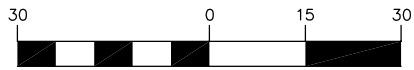
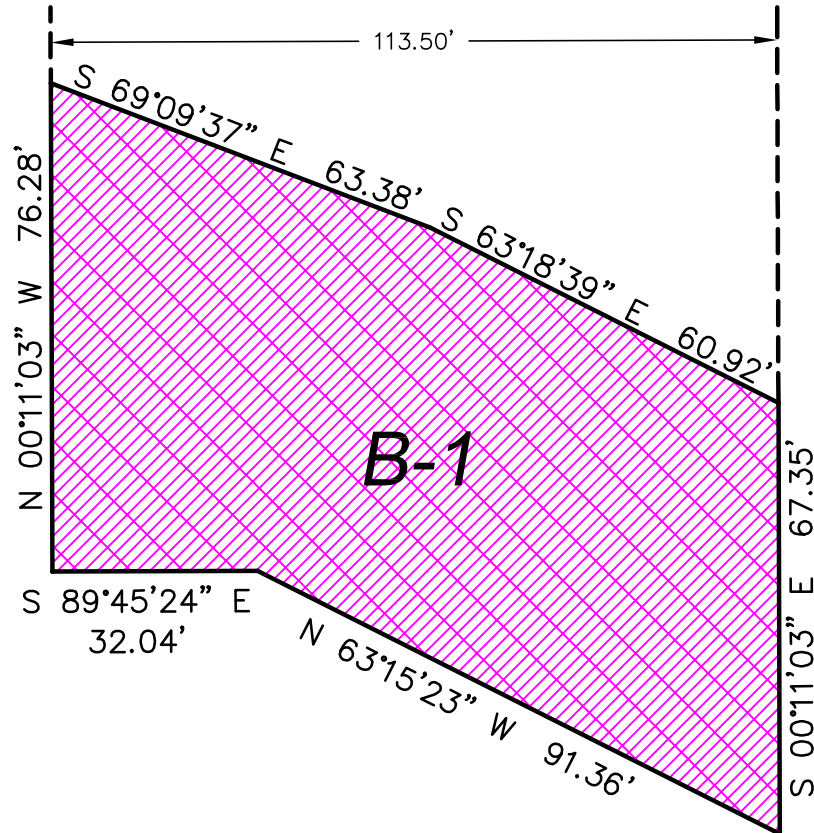


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FIGURE 'A'



(IN FEET)
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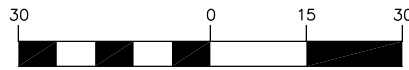
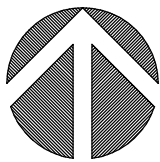
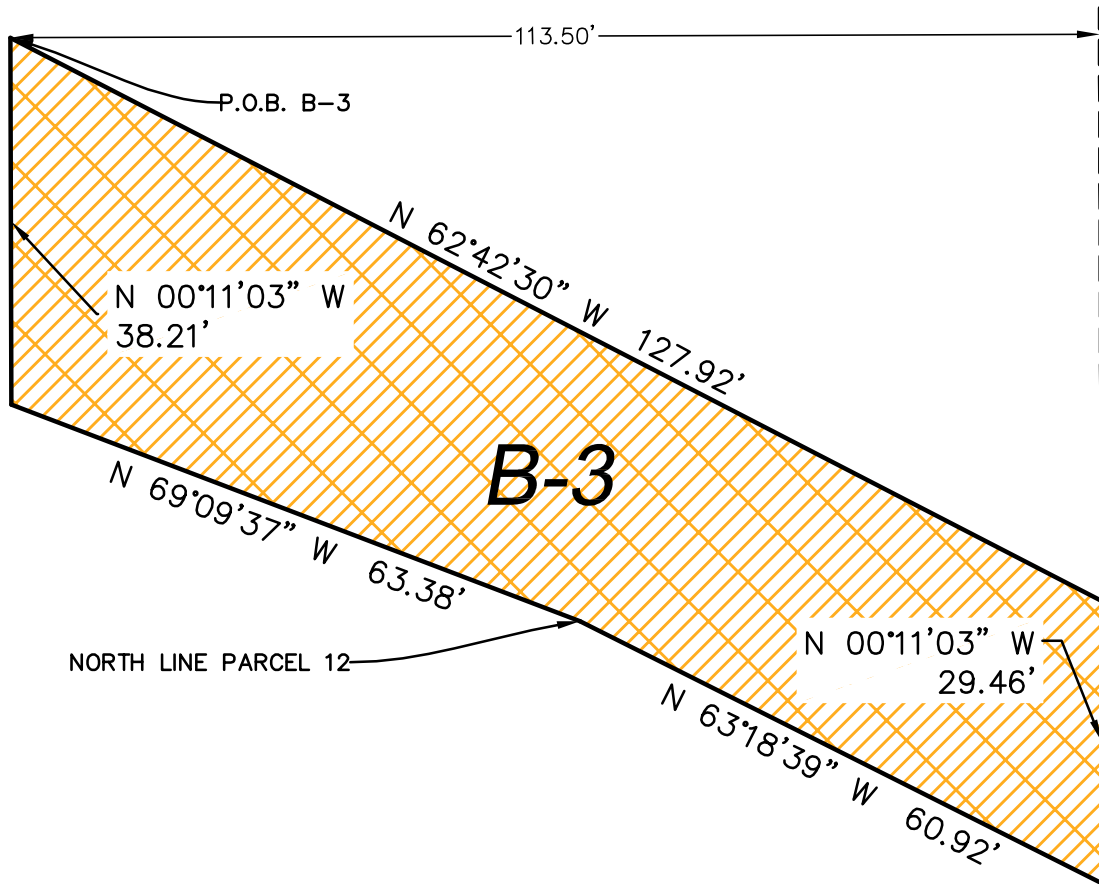


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