

RIGHT-OF-WAY DEDICATION AGREEMENT

Belfair Bypass Belfair, Mason County, Washington

THIS AGREEMENT ("Agreement") is entered into effective the 25th day of September, 1996, by and between the MASON COUNTY, a political subdivision of the state of Washington ("County") and PETER E. OVERTON and OVERTON & ASSOCIATES, a Washington limited partnership, COULTER CREEK L.P., a Washington limited partnership, SOUTHWEST KITSAP L.P., a Washington limited partnership, NORTH BAY PROPERTIES L.P., a Washington limited partnership, and NORTH MASON L.P., a Washington limited partnership (collectively, "Owners"). For and in consideration of the mutual covenants contained herein, the County and Owners do hereby agree as follows:

1. RECITALS

A. The County has identified, in its Comprehensive Plan, the need to construct a bypass route east of and around the community of Belfair (the "Bypass"). Owners hold fee title to most of the property over which the Bypass will be located, and desire to make a corridor for the Bypass available to the County pursuant to the terms of this Agreement.

B. The property on which the Bypass is proposed to be located consists of land owned by Owners, located in Mason County east of and contiguous to the existing village of Belfair (the "Property"). The Property is included within the Belfair Urban Growth Area (UGA) identified by the County in its 1996 GMA Comprehensive Plan. The Property is legally described in Exhibit A ("Property"), and depicted on the Area Map attached hereto as Exhibit B.

C. The Property represents a portion of the urban growth area for the unincorporated urban area of Belfair, and will be master-planned for a mix of residential, industrial and commercial uses. The Property will be developed in a manner consistent with the Comprehensive Plan and the Belfair Village Plan (which is incorporated in the Comprehensive Plan) to provide a mix of housing types, future opportunities for local employment and urban services, superior urban planning and design, transportation solutions for the Belfair area, and an opportunity for future redevelopment of the Belfair village center with pedestrian-scale uses and improved transit service.

D. This Agreement is based upon the County's police power, contracting power and other authority, including the development agreement statute contained in RCW 36.70B.170 - .210. This Agreement sets forth the terms under which the right-of-way for the Bypass will be dedicated to the County and establishes long-term provisions for urban zoning for the Property consistent with the Comprehensive Plan. Future development of the Property will require issuance of subsequent County permits, which will be issued in accordance with the standards and procedures in this Agreement.

E. On September 24, 1996, the Board of County Commissioners conducted a public hearing regarding this Development Agreement in accordance with RCW 36.70B.200.

2. RIGHT-OF-WAY DEDICATION

2.1 Dedication of Bypass Route. Owners hereby grant to the County the option, exercisable in writing at any time within twenty (20) years of the date of this Agreement, to acquire for road purposes that portion of the Property described in Exhibit D attached hereto (and depicted on Exhibit C as the "Right-of-Way Dedication Area"). The County's notice of exercise shall be supported by an affidavit executed by an authorized official of the County representing and warranting to Owners that the Belfair Bypass road project (identified in the Comprehensive Plan) has been fully funded and permitted and will commence construction in accordance with the design standards (as set forth in Section 2.3 below) within one year of the date of such notice. Upon notice of exercise of the option, and so long as the County is not in default under this Agreement, Owners will within thirty (30) days convey the Right-of-Way to the County by warranty deed, subject to non-monetary encumbrances of record and to the condition that the Right-of-Way may be used by the County only for the purpose of constructing the Belfair Bypass project. Owners acknowledges that all consideration for the conveyance of the Right-of-Way is set forth in this Agreement, and no monetary consideration shall be required from the County for such conveyance; provided that the County shall be responsible for all closing and conveyance costs associated with conveyance of the Right-of-Way to the County.

2.2 Termination of Dedication Obligation. The obligation of Owners to convey the Right-of-Way to the County shall terminate twenty (20) years from the date hereof, unless the County shall have previously exercised the option to acquire the Right-of-Way as set forth in Section 2.1 above.

2.3 Road Design Standards. The County agrees that the Belfair Bypass shall be constructed to the standards as established in the "WSDOT Design Manual". If possible, the design standards should include provisions for separated roadways, bikepaths and landscape screening. Owners shall be entitled to access the Belfair Bypass on the Right-of-Way eight (8) locations, as generally set forth on Exhibit C attached hereto. Those portions of the Property that are rendered undevelopable or not reasonably developable as a result of dedication of the Right-of-Way shall be treated as "open space" for purposes of determining compliance with the Development Regulations.

3. DEVELOPMENT OF THE PROPERTY

3.1 Urban Development. At any time during the term hereof, Owners may submit applications for construction and development of all or any portions of the Property for urban uses and activities and/or for approvals of preliminary plats, short plats, building permits or other development approvals (collectively, the "Development Applications"), consistent with the terms of this Agreement. The County shall review and take action on the Development Applications as set forth in this Agreement.

3.2 Development Review Criteria. The review by the County of Development Applications for the Property shall ensure that the development of the Property complies with the following criteria (which shall collectively be referred to as the "Development Standards"). These criteria have been determined by the County to be consistent with the County's Comprehensive Plan and development regulations. These Development Standards shall be used by the County in reaching consistency determinations for any Development Application pursuant to RCW 36.70B.040.

3.2.1 Comprehensive Plan, Development Regulations and Subdivision Ordinance. Development of the Property shall be subject to the Mason County Comprehensive Plan (Resolution No. 49-96, adopted April 2, 1996), the Mason County Development Regulations (Ordinance No. 82-96, adopted June 27, 1996), the Mason County Subdivision Ordinance (Title 16, as amended June 27, 1996). Development of the Property shall not be subject during the term hereof to any amendments to such ordinances and plans adopted after the date hereof, nor to any other plans, policies, ordinances or regulations governing the use or development of property adopted after the date hereof; provided that any subsequently-adopted amendments (a) to the County's critical areas ordinance, grading or drainage codes or (b) necessary to prevent or mitigate a serious threat to the public health and safety, shall be applicable to the development of the Property.

3.2.2 Water And Sewer Service. Owners shall provide at its cost water and sewer facilities (including on-site systems) to serve the Property consistent with the Comprehensive Plan and the Development Regulations. The water and sewer systems are to be reviewed and approved in accordance with applicable State, Federal and County regulations and the criteria set forth for such systems in the Comprehensive Plan.

3.2.3 Mitigation And Credits. The parties intend that Owners will provide mitigation proportional to the impacts of development of the Property. If Owners provide more than their fair share of mitigation as determined by the County, through dedication of the Right-of-Way, actual payments or incurring binding obligations for infrastructure improvements and services, then Owners shall receive offsets, credits, reductions, latecomer fees or other adjustments to reflect the proportional obligations associated with the development of the Property.

3.3 Vesting Of Development Standards. Pursuant to RCW 36.70B.170 *et seq.*, all development within the Property shall be governed by the Development Standards and shall be implemented through Development Application approvals issued by the County. A "Buildout Period" of twenty (20) years from the date of this Agreement is established for the development and construction of urban uses on the Property. Except as set forth in Section 3.2.1 above, during the Buildout Period the County shall not modify or impose new or additional Development Standards beyond those set forth in this Agreement. To the extent this Agreement does not establish Development Standards addressing a certain subject, element or condition, then the Project shall be governed by the County codes and standards in effect upon the date of this Agreement. During and after the Buildout Period, Owners, as an alternative to satisfying one or more of the Development Standards relating to particular subject matters specified under this Agreement, may at their option develop the Property in accordance with new code provisions or generally-applicable standards for that subject adopted after the date of execution of this Agreement. Development of the Property for urban uses pursuant to the Development Standards shall under this Agreement be vested for all purposes during the Buildout Period, and shall without limitation be rights vested under state law for purposes of RCW 36.70A.300(3)(a).

3.4 Future Development Applications. Notwithstanding anything herein to the contrary, future Development Applications relating to the Property shall be subject to environmental review and mitigation, as appropriate, under the provisions of the State Environmental Policy Act, Chap. 43.21C RCW. Furthermore, such Development Applications shall also be subject to such design and development guidelines adopted by the County to implement the Belfair Village Plan, as long as such design and development guidelines do not preclude the development of the Property for urban uses and at urban densities.

3.5 Nonconforming Forestry Uses. Owners shall be entitled to continue the historic use of the Property for forestry and timber production as a nonconforming legal use of the Property, for any portion of the Property not converted to development purposes. Where a new use has not been established, the harvest or thinning of timber shall not be evidence that the nonconforming use of the land has been abandoned unless there has also been: (a) removal of such lands from timber tax classification, (b) an indication of an intent to convert portions of the Property on a forest practices permit application, or (c) failure to reforest such lands within three (3) years of timber harvest. To the degree the County has the option under state law, the County shall not assume lead agency on forest practices applications, except for those involving conversion of forest lands to other uses.

4. GENERAL PROVISIONS

4.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

4.2 Binding On Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Owners and upon the County. The parties acknowledge that development of the Property likely will involve sale and assignment of

portions of the Property to other persons who will, subject to this Agreement, own, develop and/or occupy portions of the Property and buildings thereon. Upon such assignment, the assignee shall be entitled to all interests and rights and be subject to all obligations under this Agreement, and Owners shall thereafter be released of liability hereunder as to that portion of the Property so transferred. This Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Owners, their successors and assigns.

4.3 Interpretation; Severability. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the County's authority to enter into such agreements, and this Agreement shall be construed to reserve to the County only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any provisions of this Agreement are determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law. If a court finds unenforceability or invalidity of any portion of this Agreement, the parties agree to seek diligently to modify the Agreement consistent with the court decision, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification to this Agreement has been completed. To provide an expeditious and fair process, the parties shall meet in good faith to settle the dispute within 45 days after such a court ruling. The parties during said meeting will also seek to agree upon a single arbitrator if the parties do not voluntarily settle the dispute. If the parties cannot agree on a single arbitrator, then the arbitration will be referred to the Judicial Arbitration & Mediation Services, Inc. (JAMS) in Seattle, WA, but if JAMS is not in existence or not able to hear the matter, then either the County or Owners may apply to the Washington Superior Court for appointment of a single arbitrator pursuant to RCW 7.04.050. If the parties do not mutually agree to modifications within forty-five (45) days after the court ruling, then either party may initiate the dispute resolution proceedings for determination of the modifications which implement the intent of this Agreement and the court decision. The parties agree to settle the dispute over these matters by arbitration by a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall establish the procedures and allow presentation of written and oral information, but shall render its final decision within thirty (30) days after the matter is referred to arbitration. The parties shall pay equally the cost of the arbitration, but each party shall pay its own attorney's fees. The arbitrator's decision shall be in writing and specifically set forth those modifications necessary to implement the parties' intent consistent with the court invalidation or unenforceability decision. Dispute resolution on the subjects covered by this Section 4.3 is the exclusive remedy of the parties. Notwithstanding anything to the contrary herein, if a court determines that any provision of Section 3 above is invalid or unenforceable, such that the Property shall not be designated "urban" under the County's Comprehensive Plan and not be available for development for urban uses and at urban densities, then the dedication set forth in Section 2 shall also be invalid and of no effect. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement

4.4 Authority. The County and Owners each represent and warrant it has the respective power and authority, and is duly authorized, to execute, deliver and perform its obligations under this Agreement.

4.5 Time Of Essence. Time is of the essence of this Agreement in every provision hereof.

4.6 Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein. This Agreement may not be amended except by an instrument in writing executed by the parties hereto.

4.7 Default And Remedies. No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after receipt of written notice of default from the other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs. Disputes covered by Section 4.3 shall be governed by that section rather than this Section 4.7.

4.8 Term. The term of this Agreement shall continue at a minimum through the Buildout Period, and shall continue after the Buildout Period unless and until either the County or Owners (or successor owners which own at least 51 percent of the Property) gives notice of termination. The County shall mail notice of termination to Owners under Section 4.10. No sooner than six (6) months after delivery of the notice of termination, the County shall hold public hearings and shall adopt zoning and related development standards for the Property, or portions thereof as determined appropriate by the County. Upon such adoption, this Agreement shall terminate and thereafter the Property shall be governed by the newly-adopted County planning and related development regulations.

4.9 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

4.10 Notice. All notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally, (ii) sent by reputable overnight courier delivery service, such as Federal Express, or (iii) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

If to the County: Mason County
411 North Fifth
Shelton, Washington 98584
Attn: Board of County Commissioners

with copy to: Office of the Prosecuting Attorney
Mason County
411 North Fifth
Shelton, Washington 98584
Attn: Chief Civil Deputy

If to the Owners: Peter E. Overton
P.O. Box 2453
Olympia, WA 98507

with a copy to: Phillips McCullough Wilson Hill & Fikso
2025 First Avenue
Suite 1130
Seattle, WA 98121-2100
Attn: John C. McCullough

Notice by hand delivery shall be effective upon receipt. If sent by overnight courier service, notice shall be deemed delivered one (1) business day after sent. If deposited in the mail, notice shall be deemed delivered three (3) business days after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

DATED as of the date first above written.

MASON COUNTY,
a political subdivision of the state of Washington

By: M. R. Farquhar William Hunter

Date: 9-25-96

APPROVED AS TO FORM:

GARY BURLESON
MASON COUNTY PROSECUTING ATTORNEY

Mark Blum, CHIEF DPA

By _____

STATE OF WASHINGTON)
) ss:
COUNTY OF Mason)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter E. Overton, to me known to be the general partner of OVERTON & ASSOCIATES, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

(SEAL) **EVA HOBBS
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 1-20-00**

Eva Hobbs
Type Notary Name:

Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-00

STATE OF WASHINGTON)
) ss:
COUNTY OF Mason)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter E. Overton, to me known to be the general partner of COULTER CREEK L.P., the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

(SEAL) **EVA HOBBS
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 1-20-00**

Eva Hobbs
Type Notary Name:

Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-00

STATE OF WASHINGTON)
) ss:
COUNTY OF Mason)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter E. Overton, to me known to be the general partner of SOUTHWEST KITSAP L.P., the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Eva Arlho
Type Notary Name:

(SEAL)

Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-96

STATE OF WASHINGTON)
) ss:
COUNTY OF Mason)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter E. Overton, to me known to be the general partner of NORTH BAY PROPERTIES, L.P., the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

Eva Arlho
Type Notary Name:

(SEAL)

Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-96

STATE OF WASHINGTON)
) ss:
COUNTY OF Mason)

On this 25th day of September, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter E. Overton, to me known to be the general partner of NORTH MASON L.P., the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

(SEAL) **EVA HOBBS
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 1-20-00**

Eva Hobbs
Type Notary Name:
Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-00

STATE OF WASHINGTON)
) ss:
COUNTY OF MASON)

On this _____ day of _____, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of MASON COUNTY, the political subdivision of the state of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first written above.

(SEAL) **EVA HOBBS
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 1-20-00**

Eva Hobbs
Type Notary Name:
Notary Public in and for the State
of Washington, residing at Shelton
My commission expires 1-20-00

LEGAL DESCRIPTION OF THE PROPERTY

September 23, 1996
File #51793/1

**OVERTON PROPERTIES WITHIN THE
BELFAIR URBAN GROWTH BOUNDARY**



THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 1 WEST W.M., IN MASON COUNTY, STATE OF WASHINGTON, LYING SOUTHEASTERLY OF STATE ROUTE 3 (FORMERLY PRIMARY STATE HIGHWAY NO. 21);

TOGETHER WITH THAT CERTAIN TRACT OF LAND KNOWN AS "PARCEL 2" OF MASON COUNTY BOUNDARY LINE ADJUSTMENT NO. 93-22, DATED JANUARY 26, 1993;

EXCEPT THAT TRACT OF LAND DESCRIBED IN A DEED DATED OCTOBER 26, 1948 AND RECORDED IN VOLUME 121 OF DEEDS AT PAGE 230;

TOGETHER WITH THOSE PORTIONS OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M. DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER LYING SOUTHEASTERLY OF STATE ROUTE 3 (FORMERLY PRIMARY STATE HIGHWAY NO. 21), THE NORTHEAST AND SOUTHWEST QUARTERS, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER LYING SOUTHEASTERLY OF THE UNITED STATES NAVY RAILROAD RIGHT-OF-WAY;

TOGETHER WITH THOSE PORTIONS OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M. DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER.

TOGETHER WITH THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M.

EXCEPT RIGHT-OF-WAY FOR STATE ROUTE NO. 3.

EXCEPT RIGHT-OF-WAY FOR U.S. NAVY RAILROAD.

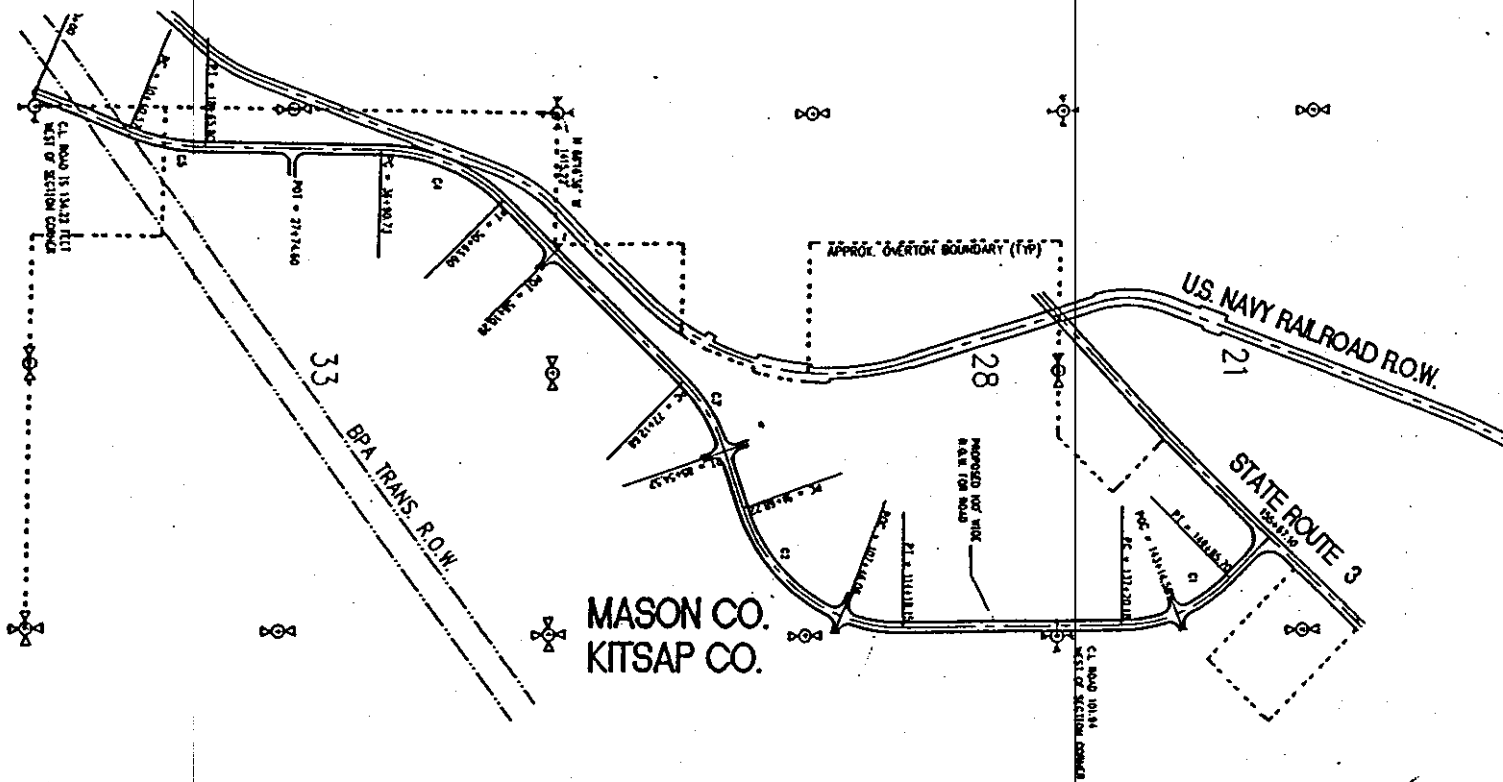
SUBJECT TO EASEMENTS, AGREEMENTS, COVENANTS AND RESERVATION OF RECORD.

*NOTE: THE ABOVE LEGAL DESCRIPTION DOES NOT INCLUDE THAT PORTION OF THE PROPOSED 115.00-FOOT-WIDE STRIP THAT CROSSES THE BELFAIR WATER DISTRICT PROPERTY.

Legals/TSC/ka

EXHIBIT C

MAP OF RIGHT-OF-WAY DEDICATION AREA



LEGAL DESCRIPTION OF RIGHT-OF-WAY DEDICATION AREA

September 23, 1996
File #51793/1



115.00 FOOT WIDE STRIP

A 115.00 FOOT WIDE STRIP OF LAND LYING OVER, UNDER AND ACROSS PORTIONS OF SECTIONS 21, 28, 33, AND 32 ALL IN TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M. THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M.;
THENCE NORTH 00°31'53" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 613.77 FEET TO THE INTERSECTION WITH THE CENTER LINE OF STATE ROUTE 3 AS ESTABLISHED;
THENCE SOUTH 46°01'40" WEST, ALONG SAID CENTERLINE A DISTANCE OF 1339.30 FEET TO A POINT HEREINAFTER KNOWN AS ENGINEER'S STATION - 0+25.72;
THENCE LEAVING SAID CENTERLINE OF STATE ROUTE 3 SOUTH 44°00'00" EAST A DISTANCE OF 50.00 FEET TO THE SOUTHEASTERLY MARGIN OF SAID STATE ROUTE 3 AND THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 44°00'00" EAST 199.88 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE CONTINUING SOUTH 44°00'00" EAST 0.25 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B";
THENCE CONTINUING SOUTH 44°00'00" EAST 356.77 FEET TO ENGINEER'S STATION 5+81.18 BEING THE POINT OF CURVATURE OF A 1592.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°50'07" A DISTANCE OF 523.51 FEET TO A POINT ON CURVE HEREINAFTER KNOWN AS POINT "C";
THENCE CONTINUING ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°56'15" A DISTANCE OF 26.06 FEET TO A POINT ON CURVE HEREINAFTER KNOWN AS POINT "D";
THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 04°15'37" A DISTANCE OF 118.41 FEET TO A POINT ON CURVE HAVING ENGINEER'S STATION 12+49.16;
THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°15'37" A DISTANCE OF 118.41 FEET TO A POINT ON CURVE HEREINAFTER KNOWN AS POINT "E";
THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°56'15" A DISTANCE OF 26.06 FEET TO A POINT ON CURVE HEREINAFTER KNOWN AS POINT "F";
THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°05'15" A DISTANCE OF 447.14 FEET TO A POINT OF TANGENCY

HAVING ENGINEER'S STATION 18+40.77
 THENCE SOUTH 01°19'05" WEST 2102.03 FEET TO ENGINEER'S STATION 39+42.80
 BEING THE POINT OF CURVATURE OF A 2000.00 FOOT RADIUS CURVE CONCAVE
 TO THE NORTHWEST;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 15°22'54" A DISTANCE OF 536.92 FEET TO A POINT ON CURVE
 HEREINAFTER KNOWN AS POINT "G";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 00°35'29" A DISTANCE OF 20.65 FEET TO A POINT ON CURVE
 HEREINAFTER KNOWN AS POINT "H";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 03°27'16" A DISTANCE OF 120.58 FEET TO A POINT ON CURVE HAVING
 ENGINEER'S STATION 46+20.95;
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 03°27'16" A DISTANCE OF 120.58 FEET TO A POINT ON CURVE
 HEREINAFTER KNOWN AS POINT "I";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF 00°35'29" A DISTANCE OF 20.65 FEET TO A POINT HEREINAFTER
 KNOWN AS POINT "J"; THENCE CONTINUING ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 48°00'42" A DISTANCE OF 1675.93 FEET TO A
 POINT OF TANGENCY HAVING ENGINEER'S STATION 64+38.11;
 THENCE SOUTH 72°48'13" WEST 287.87 FEET TO A POINT ON TANGENT
 HEREINAFTER KNOWN AS POINT "K";
 THENCE CONTINUING SOUTH 72°48'13" WEST 130.00 FEET TO A POINT ON
 TANGENT HAVING ENGINEER'S STATION 68+55.97;
 THENCE CONTINUING SOUTH 72°48'13" WEST 130.00 FEET TO A POINT ON
 TANGENT HEREINAFTER KNOWN AS POINT "L"; THENCE CONTINUES SOUTH
 72°48'13" WEST 287.87 FEET TO ENGINEER'S STATION 72+73.84 BEING THE POINT
 OF CURVATURE OF A 1800.00 FOOT RADIUS CURVE CONCAVE TO THE
 SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE
 THROUGH A CENTRAL ANGLE OF 26°39'58" A DISTANCE OF 837.74 FEET TO A
 POINT OF TANGENCY HAVING ENGINEER'S STATION 81+11.58;
 THENCE SOUTH 46°08'15" WEST PARALLEL WITH AND 57.50 FEET
 SOUTHEASTERLY OF A SEGMENT OF THE SOUTHEASTERLY MARGIN OF THE
 UNITED STATES NAVY RAILROAD RIGHT-OF-WAY AS DEPICTED IN A RECORD OF
 SURVEY RECORDED UNDER MASON COUNTY AUDITOR'S FEE NO. 626963 A
 DISTANCE OF 1783.12 FEET TO A POINT ON TANGENT HEREINAFTER KNOWN AS
 POINT "M";
 THENCE CONTINUE SOUTH 46°08'15" WEST 130.00 FEET TO ENGINEER'S STATION
 100+24.70 BEING POINT OF CURVATURE OF 1792.58 FOOT RADIUS CURVE
 CONCAVE TO THE SOUTHEAST;
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF 04°33'37" A DISTANCE OF 142.67 FEET TO A POINT ON CURVE

HEREINAFTER KNOWN AS POINT "N"
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $19^{\circ}37'10''$ A DISTANCE OF 613.82 FEET TO A POINT OF TANGENCY
 HAVING ENGINEER'S STATION 107+81.20;
 THENCE SOUTH $21^{\circ}57'28''$ WEST PARALLEL WITH AND 57.50 FEET
 SOUTHEASTERLY OF SAID RAILROAD RIGHT-OF-WAY A DISTANCE OF 945.59 FEET
 TO ENGINEER'S STATION 117+26.80 BEING THE POINT OF CURVATURE OF A
 2200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST;
 THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A
 CENTRAL ANGLE OF $15^{\circ}06'16''$ A DISTANCE OF 579.97 FEET TO ENGINEER'S
 STATION 123+06.76 BEING THE POINT OF REVERSE CURVE OF A 2200.00 FOOT
 RADIUS CURVE CONCAVE TO THE NORTHWEST;
 THENCE SOUTHWESTERLY ALONG THE ARC OF SAID REVERSE CURVE THROUGH
 A CENTRAL ANGLE OF $18^{\circ}31'43''$ A DISTANCE OF 711.44 FEET TO A POINT ON
 CURVE HEREINAFTER KNOWN AS POINT "O";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $00^{\circ}29'17''$ A DISTANCE OF 18.74 FEET TO A POINT ON CURVE
 HEREINAFTER KNOWN AS POINT "P";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $03^{\circ}09'40''$ A DISTANCE OF 121.38 FEET TO A POINT ON CURVE HAVING
 ENGINEER'S STATION OF 131+58.32;
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $03^{\circ}09'40''$ A DISTANCE OF 121.38 FEET TO A POINT ON CURVE
 HEREAFTER KNOWN AS POINT "Q";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $00^{\circ}29'17''$ A DISTANCE OF 18.74 FEET TO A POINT ON CURVE
 HEREINAFTER KNOWN AS POINT "R";
 THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL
 ANGLE OF $09^{\circ}20'25''$ A DISTANCE OF 358.64 TO A POINT OF TANGENCY HAVING
 ENGINEER'S STATION 136+57.08;
 THENCE SOUTH $42^{\circ}01'14''$ WEST PARALLEL WITH AND 57.50 FEET
 SOUTHEASTERLY OF A SEGMENT OF THE AFORESAID SOUTHEASTERLY MARGIN
 OF THE UNITED STATES NAVY RAILROAD RIGHT-OF-WAY A DISTANCE OF 877.64
 FEET TO ENGINEER'S STATION 145+34.72 BEING THE POINT OF CURVATURE OF A
 1800.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THENCE
 SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE
 OF $39^{\circ}38'04''$ A DISTANCE OF 1245.15 FEET TO A POINT OF TANGENCY HAVING
 ENGINEER'S STATION 157+79.88;
 THENCE SOUTH $02^{\circ}23'10''$ WEST 176.00 FEET MORE OR LESS TO THE SOUTH LINE
 OF AFORESAID SECTION 32 IN TOWNSHIP 23 NORTH, RANGE 1 WEST, W.M. BEING
 THE TERMINUS OF SAID CENTERLINE. THE MARGINS OF SAID 115.00 FOOT WIDE
 STRIP OF LAND ARE TO BE LENGTHENED OR SHORTENED TO BEGIN AND END AT
 THE AFORESAID SOUTHEASTERLY MARGIN OF STATE ROUTE 3 AND THE SOUTH

LINE OF SAID SECTION 32 RESPECTIVELY.

TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THE RADIAL CENTER OF WHICH BEARS SOUTH 46°00'00" WEST A DISTANCE OF 257.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "A". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHWESTERLY OF A 200.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THE RADIAL CENTER OF WHICH BEARS NORTH 46°00'00" EAST A DISTANCE OF 257.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "B". SAID CURVE IS TANGENT TO THE MARGINS OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHEASTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS SOUTH 64°50'07" WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "C". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHWESTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST THE RADIAL CENTER OF WHICH BEARS NORTH 65°46'22" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "D". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHWEST OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THE RADIAL CENTER OF WHICH BEARS NORTH 74°17'35" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "E". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF A 100,000 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THE RADIAL CENTER OF WHICH BEARS SOUTH 75°13'50" WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "F". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHEASTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS NORTH $73^{\circ}18'00''$ WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "G". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHWESTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST THE RADIAL CENTER OF WHICH BEARS SOUTH $72^{\circ}42'31''$ EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "H". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHWESTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST THE RADIAL CENTER OF WHICH BEARS SOUTH $65^{\circ}47'59''$ EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "I". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST THE RADIAL CENTER OF WHICH BEARS NORTH $52^{\circ}23'33''$ WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "J" SAID CURVE IS TANGENT TO THE MARGINS OF SAID 115.00 FOOT WIDE STRIP,

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHWESTERLY AND SOUTHWESTERLY OF TWO 100.00 FOOT RADIUS CURVES CONCAVE TO THE SOUTHEAST AND NORTHEAST RESPECTIVELY, THE RADIAL CENTERS OF EACH BEARS SOUTH $17^{\circ}11'47''$ EAST AND NORTH $17^{\circ}11'48''$ WEST RESPECTIVELY A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "K". SAID CURVES ARE TANGENT TO THE MARGINS OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOR INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHEASTERLY AND NORTHEASTERLY OF TWO 100.00 FOOT RADIUS CURVES CONCAVE TO THE NORTHWEST AND SOUTHWEST RESPECTIVELY, THE RADIAL CENTERS OF EACH BEARS NORTH $17^{\circ}11'47''$ WEST AND SOUTH $17^{\circ}11'47''$ EAST RESPECTIVELY A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "L". SAID CURVES ARE TANGENT TO MARGINS OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHWESTERLY OF A 100.00 FOOT RADIAL CURVE CONCAVE TO THE EAST THE RADIAL CENTER OF WHICH BEARS SOUTH 43°51'45" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "M" SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THE RADIAL CENTER OF WHICH BEARS SOUTH 48°25'22" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "N". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH THE RADIAL CENTER OF WHICH BEARS NORTH 64°37'05" WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "O". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING SOUTHWESTERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST THE RADIAL CENTER OF WHICH BEARS SOUTH 64°07'48" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "P". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHERLY OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH THE RADIAL CENTER OF WHICH BEARS SOUTH 57°48'28" EAST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "Q". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.

ALSO TOGETHER WITH THAT PORTION NOT INCLUDED IN THE ABOVE DESCRIBED 115.00 FOOT WIDE STRIP OF LAND LYING NORTHEASTERLY OF A 100.00 FOOT WIDE RADIUS CURVE CONCAVE TO THE SOUTHWEST THE RADIAL CENTER OF WHICH BEARS NORTH 57°19'11" WEST A DISTANCE OF 157.50 FEET FROM THE HEREINBEFORE DESCRIBED POINT "R". SAID CURVE IS TANGENT TO THE MARGIN OF SAID 115.00 FOOT WIDE STRIP.