

McCormick, Casper, Patterson  
SC 25-002

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MAY 14 2025

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SNOHOMISH CO. WASH.

**SUPERIOR COURT OF WASHINGTON  
FOR SNOHOMISH COUNTY**

Thomas McCormick,  
Denis Casper,  
Jerry Patterson

Petitioners,

v.

Case No. 25-2-04362-31

PARAMOUNT OF WASHINGTON, LLC, a  
Delaware limited liability company, ALON  
ASPHALT COMPANY, a Delaware  
corporation, TOWN OF WOODWAY, a  
Washington municipal corporation,  
SNOHOMISH COUNTY, a political  
subdivision of the State of Washington and a  
Charter Code County, CITY OF SHORELINE,  
a Washington municipal corporation, STATE  
OF WASHINGTON, acting through the  
Department of Natural Resources, and KING  
COUNTY, a political subdivision of the State of  
Washington and a Charter Code County

Respondents.

SECOND AMENDED  
SUMMONS (20 days)

TO THE RESPONDENTS: A lawsuit has been started against you in the above entitled  
court by Thomas McCormick, Denis Casper, and Jerry Patterson, Petitioners pro se.

SECOND AMENDED  
SUMMONS

1 of 3

1 Petitioners' claim is stated in the written Second Amended Petition for Declaratory Judgment,  
2 a copy of which is served upon you with this summons.

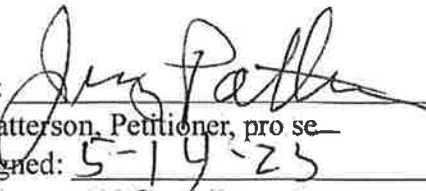
3  
4 In order to defend against this lawsuit, you must respond to the Second Amended  
5 Petition for Declaratory Judgment by stating your defense or response, if any, in writing, and  
6 by serving a copy upon the Petitioners signing this summons within 20 days after the service  
7 of this summons, excluding the day of service, or a default judgment may be entered against  
8 you without notice. A default judgment is one where petitioners are entitled to what they ask  
9 for because you have not responded. If you serve a notice of appearance on the Petitioners  
10 signing this summons, you are entitled to notice before a default judgment may be entered.

11  
12 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
13 so that your written response, if any, may be served on time.

14  
15 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the  
16 State of Washington.

17  
18  
19 Signed: Thomas P. McCormick  
20 Thomas McCormick, Petitioner, pro se  
21 Date signed: May 14, 2025  
22 Email: tommccormick@mac.com  
23 Mailing address: 2444 NW 201st Place, Shoreline, WA 98177  
24 Telephone: (206) 915-7755

25 Signed: Denis Casper  
26 Denis Casper, Petitioner, pro se  
27 Date signed: 14 May 2025  
28 Email: casperdenn@aol.com  
Mailing address: 20235 Richmond Beach Dr NW, Shoreline, WA 98177  
Telephone: (206) 979-2700

Signed: 

Jerry Patterson, Petitioner, pro se

Date signed: 5-14-25

Email: jerrypat08@gmail.com

Mailing address: 20420 Richmond Beach Drive, Shoreline, WA 98177

Telephone: (206) 799-6170

**FILED**

**MAY 14 2025**

**HEIDI PERCY  
COUNTY CLERK  
SNOHOMISH CO. WASH.**

**SUPERIOR COURT OF WASHINGTON  
FOR SNOHOMISH COUNTY**

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Respondents.

Case No. 25-2-04362-31

**SECOND AMENDED PETITION  
FOR DECLARATORY JUDGMENT**

**I. INTRODUCTION**

Petitioners, Thomas McCormick, Denis Casper, and Jerry Patterson, filing pro se,  
bring this action for declaratory judgment under Chapter 7.24 RCW. Petitioners seek a

**SECOND AMENDED PETITION  
FOR DECLARATORY JUDGMENT**

1 declaration (among others) that, pursuant to SCC 30.67.450(5), any and all nonconforming  
2 use rights to use the pier, storage tanks, pipelines, and other structures and land at Point Wells  
3 to conduct marine fuel and asphalt oil operations have expired, and are forever forfeited, on  
4 account of the use having been discontinued for at least twelve (12) consecutive months prior  
5 to the Town of Woodway annexing Point Wells in May 2024.  
6

## 7 II. PARTIES

8 1. Petitioner Thomas McCormick lives at property he owns with his spouse in the  
9 Richmond Beach neighborhood of the City of Shoreline, about 1/4 miles from Point Wells.  
10 Mr. McCormick also owns with his spouse a second property in the Richmond Beach  
11 neighborhood, less than 1/4 miles from Point Wells. His second property is located on  
12 Richmond Beach Drive, a residential street, which provides the sole access to Point Wells,  
13 and which dead-ends at Point Wells.  
14  
15

16 2. Petitioner Denis Casper lives at property he owns with his spouse in the Richmond  
17 Beach neighborhood of the City of Shoreline. Mr. Casper's residence is located on the west  
18 side of Richmond Beach Drive, just 150 yards or so from the southern boundary of Point  
19 Wells. There are no residences on the west side of Richmond Beach Drive between his  
20 residence and Point Wells.  
21

22 3. Petitioner Jerry Patterson lives at property he owns with his spouse in the  
23 Richmond Beach neighborhood of the City of Shoreline. Mr. Patterson's residence is the  
24 closest residence to Point Wells within the City of Shoreline. Mr. Patterson's residence is  
25 located on the east side of Richmond Beach Drive, kitty-corner to Point Wells. Mr. Patterson's  
26 residence is just 80 yards or so from the southern boundary of Point Wells.  
27  
28

1           4. Respondent Paramount of Washington LLC, a Delaware limited liability company,  
2 is the owner of nine (9) Snohomish County parcels that comprise Point Wells. It also owns the  
3 pier, and the storage tanks, pipelines and other structures at Point Wells.  
4

5           5. Respondent Alon Asphalt Company, a Delaware corporation, is the entity that,  
6 immediately prior to June 2020, operated the now-dormant petroleum terminal at Point Wells.  
7 Alon Asphalt Company is a sibling of Paramount of Washington LLC, by virtue of both being  
8 owned by Delek US Holdings, Inc. Alon Asphalt Company currently oversees the dormant  
9 petroleum terminal at Point Wells in a caretaker capacity.  
10

11           6. Respondent Town of Woodway is an optional municipal code city organized and  
12 existing under the laws of the State of Washington. With the exception of the several acres of  
13 State-owned aquatic lands upon which the pier at Point Wells is built, the entirety of Point  
14 Wells is located in the Town of Woodway, and subject to the Town's jurisdiction. The Town of  
15 Woodway annexed Point Wells in May 2024.  
16

17           7. Respondent Snohomish County is a political subdivision of the State of Washington  
18 and a Charter Code County. Prior to the Town of Woodway annexing Point Wells in May  
19 2024, the entirety of Point Wells was in unincorporated Snohomish County, and subject to the  
20 County's jurisdiction. Post-annexation, only the State-owned aquatic lands underneath the  
21 pier remain in unincorporated Snohomish County, subject to the County's jurisdiction.  
22

23           8. Respondent City of Shoreline is an optional municipal code city organized and  
24 existing under the laws of the State of Washington. The sole access road to Point Wells is  
25 Richmond Beach Drive, most of which is within the City of Shoreline. The City of Shoreline  
26 is the owner of Snohomish County parcels 27033500304400 and 27033500304500, located  
27  
28

1 adjacent to Point Wells on the east side of Richmond Beach Drive, in the Town of Woodway.  
2 Its property houses a sewerage pump station. The City of Shoreline is a party to at least two  
3 interlocal agreements with the Town of Woodway related to Point Wells.  
4

5 9. Respondent State of Washington, acting through the Department of Natural  
6 Resources, is the owner of the State-owned aquatic lands upon which the pier at Point Wells is  
7 built. The State leases the aquatic lands to Paramount of Washington LLC, under a lease  
8 entered into by the State and Paramount.  
9

10 10. Respondent King County is a political subdivision of the State of Washington and  
11 a Charter Code County. It is the owner of Snohomish County parcel 27033500303600, located  
12 at the southern end of Point Wells on the west side of Richmond Beach Drive, in the Town of  
13 Woodway. Its property is a portal site for the Brightwater wastewater treatment system. To  
14 access its property by road, it has easement rights to travel over and through property at Point  
15 Wells that is owned by Paramount of Washington LLC.  
16

### 17 III. JURISDICTION AND VENUE

18 9. This Court has subject matter jurisdiction over this action pursuant to RCW  
19 2.08.010, and RCW 7.24.010 et seq.  
20

21 10. Venue is proper in Snohomish County, Washington, pursuant to RCW 4.12.025  
22 and 36.01.050(1).  
23

### 24 IV. FACTUAL BACKGROUND

25 11. The site known as Point Wells is a dormant petroleum terminal. It has been  
26 dormant ever since operations were discontinued in June 2020.  
27

1           12. Point Wells is located immediately north of the Richmond Beach neighborhood in  
2 the City of Shoreline. The only vehicular access to Point Wells is a narrow two-lane road  
3 running through the Richmond Beach neighborhood, dead-ending at Point Wells. The Point  
4 Wells site is surrounded by single-family residences to the south, east, and north, with no  
5 other industrial or commercial uses nearby. Puget Sound is the site's western boundary.

7           13. Point Wells is comprised of about 60 acres of uplands, plus several acres of State-  
8 owned aquatic lands upon which the Point Wells pier is built. There are many structures at  
9 Point Wells, including the pier, 84 above-ground storage tanks, pipelines, pumps, boilers,  
10 equipment, and buildings.

12           14. With the exception of the several acres of State-owned aquatic lands upon which  
13 the pier is built, the entirety of Point Wells is located within the Town of Woodway, and  
14 subject to the Town's jurisdiction. The State-owned aquatic lands underneath the pier are in  
15 unincorporated Snohomish County, subject to the County's jurisdiction.

17           15. The State of Washington, acting through the Department of Natural Resources, is  
18 the owner of the aquatic lands upon which the pier at Point Wells is built. It leases the aquatic  
19 lands to Paramount of Washington LLC, under a lease renewed in October 2020, with a term  
20 beginning November 1, 2020, and expiring July 31, 2033.

22           16. Paramount of Washington LLC is the current owner of Point Wells, owning its  
23 uplands, all structures on the uplands, and the pier. Paramount of Washington LLC owns the  
24 following nine (9) Snohomish County parcels: 27033500301100, 27033500303900,  
25 27033500304000, 27033500302800, 27033500301200, 27033500303000, 27033500303800,  
26 27033500304300 and 27033500304100.



1 17. Paramount of Washington LLC has owned Point Wells since July 2024. It also  
2 owned Point Wells from about 2007 until June 2010. During the in-between period of June  
3 2010 until July 2024, BSRE Point Wells LP ("BSRE") owned the Point Wells real property  
4 (the uplands), but not the pier, storage tanks, pipelines, and other structures. Paramount of  
5 Washington LLC continued to own the pier, storage tanks, pipelines, and other structures  
6 during the in-between period of June 2010 until July 2024.  
7

8 18. Paramount Petroleum Corporation ("PPC"), a sibling company of Paramount of  
9 Washington LLC, operated the petroleum terminal from about 2007 until about 2016 or 2017.  
10 Sometime in 2016 or 2017, Alon Asphalt Company, another sibling company of Paramount of  
11 Washington LLC, took over the operational duties.  
12

13 19. Prior to 2010, Paramount of Washington LLC sought to have Snohomish County  
14 re-designate Point Wells from heavy industrial to mixed-use Urban Center, and rezone it. And  
15 Paramount of Washington LLC submitted numerous comments to Snohomish County on a  
16 new Urban Centers Code that the County was considering. An April 21, 2010, letter states:  
17

18 "On behalf of Paramount of Washington, we express our gratitude to the County  
19 Council and to both the Council and PDS staff who have worked so tirelessly to create  
20 a workable Urban Centers Code. All of your efforts are very much appreciated. We are  
21 anxious to have a code in place so that we can work collaboratively to take the next  
22 steps in the development of a model Urban Center at Point Wells."

23 20. Via Ordinances 09-079 and 09-080, effective as of May 29, 2010, Snohomish  
24 County rezoned Point Wells from heavy industrial to Urban Center, and adopted a new Urban  
25 Centers Code. In 2012, via Ordinance 12-068, Snohomish County changed the site's  
26 designation from Urban Center to Urban Village, and rezoned it from Urban Center to  
27 Planned Community Business.  
28

1           21. On June 1, 2010, Paramount of Washington LLC sold the Point Wells real  
2 property (the uplands) to BSRE, pursuant to an Agreement of Sale and Purchase (the "2010  
3 Purchase Agreement") dated April 22, 2010. Paramount of Washington LLC did not sell, but  
4 retained, the pier, storage tanks, pipelines and other structures.  
5

6           22. Also on June 1, 2010, Paramount of Washington LLC, together with its sibling  
7 company PPC, entered into a Development Agreement with BSRE, which reads in part:  
8

9           "WHEREAS, the [Point Wells] Property has historically been zoned for heavy  
10 industrial use. The Snohomish County Council (the "Council") approved [Paramount  
11 of Washington LLC]'s application to change the Comprehensive Plan designation for  
12 the Property from Urban Industrial to Urban Center and the zoning designation for the  
13 Property from Heavy Industrial to Planned Community Business. The Council  
14 provided for a delayed effective date for these changes to allow the Council to adopt  
15 the new Urban Centers Code .... WHEREAS, hereunder in order to enhance the value  
16 of the Property with a view towards maximizing the proceeds from its sale,  
17 [Paramount of Washington LLC, PPC] and BSRE intend to cooperate in the  
18 development and approval of an application containing a detailed plan as required by  
19 the UC Code and undertaking of the preparation of the related Environmental Impact  
20 Statement (collectively, the "Detailed Plan") for the purpose of constructing a mixed-  
21 use, residential and planned community real estate project on the Property (the  
22 "Project")."

23           23. On June 1, 2010, Paramount of Washington LLC, PPC, and BSRE were all related  
24 companies, controlled by a common top-tier parent company.  
25

26           24. Following BSRE's 2010 acquisition of the Point Wells real property (the uplands),  
27 PPC continued to operate the petroleum terminal, pursuant to a 10-year license granted by  
28 BSRE, as set forth in Section 14.1 of the 2010 Purchase Agreement. Sometime in 2016 or  
2017, Alon Asphalt Company, a sibling company of PPC, took over the operational duties at  
the petroleum terminal. Section 14.1 of the 2010 Purchase Agreement reads in part:

          "Section 14.1 License for the Use of the Property. Effective as of the Closing,  
Purchaser [BSRE] grants to Seller [Paramount of Washington LLC] and [to PPC] an

1 exclusive, fully-paid license to the use of the Real Property for operations consistent  
2 with Seller [Paramount of Washington LLC]'s and [PPC's] use of the Property prior to  
3 Closing .... Subject to and in accordance with the terms set forth in the Development  
4 Agreement, it is the intention of the parties that Seller [Paramount of Washington  
5 LLC] shall wind-down operations at the Property and decommission the equipment  
6 thereon in accordance with a schedule to be established pursuant to the Development  
7 Agreement. The license shall be effective from the Closing Date until the earlier to  
8 occur of i ) the tenth anniversary of the Closing Date or ii) the sale of the Property to a  
9 third party in accordance with the Development Agreement (the "License Period"). ...  
Upon expiration of the License Period, Seller [Paramount of Washington LLC] shall  
cause the removal of the [petroleum tanks and other] Improvements and the  
remediation of the Real Property pursuant to the terms therefor contained in the  
Development Agreement."

10 25. In 2011, BSRE submitted permit applications to Snohomish County, seeking  
11 permits to develop the site as an Urban Center with over 3,000 residential units and about  
12 100,000 square feet of commercial space.

13 26. Snohomish County denied BSRE's permit applications, due to substantial  
14 conflicts between BSRE's applications and the County's code. One such conflict was that  
15 BSRE's applications included buildings as tall as 180 feet, while the County's code only  
16 permitted 90-foot buildings. BSRE's appeals were unsuccessful. The County's denial of  
17 BSRE's permit applications was upheld by the state Court of Appeals in 2022, and in 2023 the  
18 Washington Supreme Court denied BSRE's petition for review.

19 27. On July 1, 2017, BSRE ceased being a company related to Paramount of  
20 Washington LLC, PPC and Alon Asphalt Company, when Delek US Holdings, Inc. ("Delek  
21 US"), a publicly traded company, acquired complete ownership and control of Paramount of  
22 Washington LLC, PPC and Alon Asphalt Company, by virtue of acquiring their immediate  
23 parent company, Alon USA Energy, Inc., which was merged into Delek US. BSRE was not  
24  
25  
26  
27  
28

1 acquired by Delek US. BSRE continued to be controlled by Alon Israel Oil Company, Ltd., a  
2 company unrelated to Delek US.

3  
4 28. In February 2020, four months before expiration of the 10-year license that  
5 enabled Paramount of Washington LLC and PPC (and later Alon Asphalt Company) to  
6 continue operating the petroleum terminal at Point Wells, BSRE filed a lawsuit against  
7 Paramount of Washington LLC and PPC, asking the court to order Paramount of Washington  
8 LLC and PPC to remove the petroleum terminal's structures (the storage tanks, pipelines, etc.)  
9 from the Point Wells real property (the uplands) owned by BSRE, and to clean up (remediate)  
10 the site. At the time its lawsuit was filed, BSRE was still seeking Snohomish County's  
11 approval for BSRE's proposed Urban Center at Point Wells.  
12

13 29. In May 2024, the Town of Woodway annexed all of Point Wells, except several  
14 acres of State-owned aquatic lands upon which the pier is built. The State-owned aquatic  
15 lands and the pier remain part of unincorporated Snohomish County.  
16

17 30. In July 2024, BSRE entered into a settlement agreement with Paramount of  
18 Washington LLC and PPC, resulting in a voluntary dismissal of BSRE's February 2020  
19 lawsuit against Paramount of Washington LLC and PPC. The settlement included Paramount  
20 of Washington LLC paying BSRE \$10.0 million to repurchase the Point Wells real property  
21 (the uplands) from BSRE, and paying BSRE an additional \$42.0 million for settlement of the  
22 litigation. As a result of the settlement, Paramount of Washington LLC once again owns all of  
23 Point Wells—as it did before June 1, 2010. It owns the Point Wells real property (the  
24 uplands), and the pier, storage tanks, pipelines, and other structures.  
25  
26  
27  
28

1 **A. The nonconforming use of the structures at Point Wells to conduct marine fuel**  
2 **and asphalt oil operations was discontinued in June 2020, and remains discontinued.**

3 31. In June 2020, the marine fuel and asphalt oil operations at Point Wells stopped,  
4 when the 10-year license under the 2010 Purchase Agreement expired.

5 32. Since June 2020, there has been no offloading of marine fuel or asphalt oil to the  
6 storage tanks. And there has been no transfer or distribution of product to customers. The  
7 structures at Point Wells stopped being used to receive, store, blend, and distribute marine fuel  
8 and asphalt oil to customers (zero throughput since June 2020).  
9

10 33. The historical use of the structures at Point Wells to receive, store, blend, and  
11 distribute marine fuel and asphalt oil to customers—a nonconforming use—was discontinued  
12 in June 2020 and remains discontinued. The use is not a permitted use under the site's Urban  
13 Village zoning and the Town of Woodway's code and Snohomish County's code.  
14

15 34. When the Town of Woodway annexed Point Wells in May 2004, the  
16 nonconforming use of the structures had already been discontinued for nearly four (4) years.  
17

18 35. On June 26, 2020, Delek US's assistant general counsel emailed the Washington  
19 Department of Ecology ("Ecology"), stating in part: "[W]e have taken all of our previously  
20 active chemical and product tanks down to heels with the exception of one diesel tank that  
21 provides fuel to our emergency generators. All of the drums and totes of chemicals that were  
22 stored on-site as part of the asphalt business have been removed and disposed."  
23

24 36. In an internal Ecology email dated February 3, 2021, the Prevention Section  
25 Manager of Ecology's Spill Prevention, Preparedness, and Response Program wrote: "Alon  
26 pumped the asphalt tanks down to the 'heel' (asphalt remaining below the discharge piping).  
27 The heaters were turned off, and the asphalt [oil] allowed to harden."  
28

1           37. On December 1, 2022, the Point Wells terminal manager emailed the Department  
2 of Natural Resources, stating: "We suspended commercial operations at the Richmond Beach  
3 Terminal at the end of May 2020. The most recent fuel transfer operation across our dock  
4 occurred on May 27, 2020." On February 22, 2024, the Point Wells terminal manager again  
5 emailed the Department of Natural Resources, stating: "We did not receive any bulk oil  
6 transport cargo vessels, barges or ships and their tugs for the year 2023 at our terminal dock.  
7 The only vessels at the dock for 2023 were pile replacement vessels and barge used to replace  
8 damaged piles per the current DNR lease."  
9

10  
11           38. On January 19, 2023, the Point Wells terminal manager mailed the Puget Sound  
12 Clean Air Agency, stating: "I have enclosed Alon Asphalt Company's NESHAP 7A Report for  
13 the Richmond Beach facility for the two-year period July 2020 through June 2022. During  
14 this two-year period, we did not operate our asphalt plant. Our commercial asphalt operations  
15 remain in suspension today."  
16

17           39. An inspection report prepared by the Puget Sound Clean Air Agency, following an  
18 on-site inspection on December 11, 2024, states in part: "I asked about the facility's  
19 operational status. I was informed that this location was still in long term shut down and had  
20 not been active for more than four (4) and half years."  
21

22           40. On December 12, 2023, Ecology conducted a spill prevention inspection of the  
23 petroleum terminal. The Class 1 Facility Inspection Checklist (2023), completed with  
24 information provided by Alon Asphalt Company, states that: "No transfers were done during  
25 2022-2023." Asked about whether the transfer pipelines have been inspected per API 570, the  
26 answer was: "No. Product was removed from transfer lines in early 2020 when Alon Asphalt  
27

1 suspended commercial operations." Elsewhere the Checklist states: "Transfer hoses have been  
2 out of service since 2019." And, in response to a question asking for the date of the transfer  
3 pipelines' last hydrostatic pressure test, the Checklist states: "Fall 2019. Lines have not been  
4 tested since shutdown of commercial operations in May 2020."

6 **B. Paramount was prohibited from continuing its historical marine fuel and**  
7 **asphalt oil operations.**

8 41. In July 2020, BSRE entered into a Site Services Agreement with Paramount of  
9 Washington LLC and PPC (together, "Paramount"). The Site Services Agreement expressly  
10 prohibited Paramount from continuing its historical marine fuel and asphalt oil operations:

11 "Notwithstanding any other provision of this Agreement, during the Term  
12 [Paramount] shall not conduct any marine fuel and asphalt blending, fuel receipts  
13 or shipments, vessel loading, storage of fuel, unloading, transfer or other  
14 terminaling operations."

15 42. Though BSRE prohibited Paramount from continuing its historical marine fuel  
16 and asphalt oil operations, BSRE wanted Paramount to perform certain minimal caretaker site  
17 activities. The July 2020 Site Services Agreement provided that BSRE would pay Paramount  
18 \$50,000 per month for Paramount to perform the following site activities:

19 "(a) all actions necessary to maintain and comply with the terms of or  
20 requirements associated with the Permits; (b) all actions necessary to ensure that ...  
21 the Site is maintained ... in accordance with all laws, regulations, orders, permits,  
22 and authorizations, and [the tanks, pipelines and other] Improvements are  
23 maintained in a manner consistent with past practice; (c) all actions necessary to  
24 comply with all governmental reporting requirements under the Permits; (d) all  
25 actions necessary to comply with the Washington Department of Natural  
26 Resources Aquatic Lands Lease No. 20-013465 ("Lease") and any associated  
27 Permits and to maintain the Improvements related thereto; and (e) the provision of  
28 MARSEC security with respect to the Site".

1 43. BSRE and Paramount both knew that there was substantial risk that Paramount's  
2 performance of the minimal caretaker site activities would not prevent the site's  
3 nonconforming use rights from expiring. To address the risk, BSRE agreed to include the  
4 following not-to-sue clause in the July 2020 Site Services Agreement:  
5

6 "[Paramount] will not be conducting marine fuel and asphalt blending and  
7 terminaling operations as part of the Site Activities during the Term [...]. In the  
8 event that these operations are not resumed after the Term, [BSRE] hereby  
9 releases, discharges, and covenants not to sue [Paramount] on the basis that  
10 [Paramount]'s conduct of the Site Activities during the Term did not maintain a  
11 legal nonconforming use during the Term."

12 **C. Alon Asphalt Company and Delek US are positioning to restart the**  
13 **discontinued marine fuel and asphalt oil operations at Point Wells.**

14 44. Alon Asphalt Company and Delek US (parent company of Paramount of  
15 Washington LLC and Alon Asphalt Company) have revealed that they intend to restart the  
16 site's marine fuel and asphalt oil operations. And they have taken steps to position the site to  
17 be restarted.

18 45. An SEC Form 10-Q, filed by Delek US on November 7, 2024, for the quarterly  
19 period ending September 30, 2024, states (*italics added for emphasis*):

20 "On June 27, 2024, we settled a dispute that was in litigation related to a property  
21 that we *historically operated* as an asphalt and marine fuel terminal both as an  
22 owner and, subsequently, as a lessee under an in-substance lease agreement (the  
23 "License Agreement"). The settlement included the purchase of the property for  
24 \$10.0 million . . . . The License Agreement, which provided us the license to  
25 continue operating our asphalt and marine fuel terminal operations on the property  
26 for a term of ten years[,] expired in June 2020 . . . . As a result of the termination  
27 of the License Agreement, we are no longer obligated to remove equipment from  
28 the property . . . . [W]e own the property and *intend to operate the property as an*  
*asphalt and marine fuel terminal . . . .*



1 46. A December 6, 2024, news report prepared by MacDonald-Miller, a contractor  
2 working for Alon Asphalt Company, entitled "A bright future for Alon Asphalt," reports that:

3 "170 fixtures [were] replaced with LEDs. [T]he Alon Asphalt plant has been  
4 dormant for the past four years. Owned by Delek US, the plant is now set to  
5 reopen, with a projected production restart by summer 2026. This revival effort  
6 involves significant updates to bring the facility back to operational standards,  
7 including a comprehensive lighting retrofit to upgrade from fluorescent to LED  
8 fixtures."

9 47. In 2023, the Department of Ecology issued an updated rule prescribing more  
10 robust secondary containment requirements for petroleum terminals. In August 2023, Ecology  
11 notified Alon Asphalt Company that "the secondary containment system for tanks 61 and 62  
12 cannot hold the entire capacity of either tank." (Tanks 61 and 62 are the two largest tanks at  
13 Point Wells, each with a capacity in excess of 5,300,000 gallons.) Ecology gave Alon Asphalt  
14 Company three (3) options to achieve compliance with the new rule: Option #1— "changing  
15 the capacity of each secondary containment system to hold the entire capacity of those two  
16 tanks"; Option #2— "physically changing [(downsizing)] the shell capacity of tanks 61 and  
17 62"; or Option #3— "decommissioning tanks 61 and 62 per WAC 173-180-910(1)(b)",  
18 entailing permanent closure of the two tanks.  
19

20 48. Alon Asphalt Company chose Option #1, proposing to build a new, more robust  
21 secondary containment berm around tanks 61 and 62. Ecology did not require Alon Asphalt  
22 Company to build a new secondary containment berm. Alon Asphalt Company could have  
23 elected instead to decommission (permanently close) the tanks.  
24

25 49. In 2024, Alon Asphalt Company prepared detailed plans to construct its proposed,  
26 new secondary containment berm, and provided the plans to Ecology for its review. On April  
27 30, 2025, Alon Asphalt Company advised Ecology that it is "incorporating feedback from the  
28

1 most recent conference with [the Town of] Woodway into the construction plans and  
2 anticipate submitting permit applications [to the Town] by May 15, 2025.”

3  
4 **V. CLAIM FOR DECLARATORY RELIEF**

5 50. Petitioners hereby reallege paragraphs 1 through 49 and incorporate them by  
6 reference.

7 51. Because the entirety of Point Wells was part of unincorporated Snohomish County  
8 prior to the Town of Woodway annexing Point Wells in May 2024, Snohomish County’s code  
9 applies for purposes of determining whether the nonconforming use rights at Point Wells  
10 expired prior to the May 2024 annexation.

11  
12 52. Snohomish County has three (3) separate code sections that address when  
13 nonconforming use rights are lost due to discontinuance of use.

14  
15 53. The first code section is SCC 30.67.450(5). It is a section in the County’s  
16 Shoreline Management Program, which regulates properties located in the County’s shoreline  
17 jurisdiction. Since the pier and most of the storage tanks, pipelines, and other structures are  
18 located within the County’s shoreline jurisdiction, SCC 30.67.450(5) applies to Point Wells.  
19 SCC 30.67.450(5) reads as follows:  
20

21 “If a nonconforming use is discontinued for 12 consecutive months, any  
22 subsequent use shall be conforming. The mere presence of a structure, equipment,  
23 or material shall not be deemed to constitute the continuance of a nonconforming  
24 use unless the structure, equipment, or material is actually being occupied or  
25 employed in maintaining such use. It shall not be necessary to show that the owner  
26 of the property intended to abandon such nonconforming use in order for the  
27 nonconforming rights to expire.”  
28

1           54. The second code section is SCC 30.65.320. It is a section in the chapter governing  
2 special flood hazard areas. Most of Point Wells is located in a special flood hazard area, by  
3 virtue of being in a 100-year floodplain (Zone AE). SCC 30.65.320 reads as follows:  
4

5           “If the nonconforming use is discontinued for a period of 12 consecutive months  
6 or more, the nonconforming status of the use is terminated and any future use of  
7 the land or structures shall be in conformity with the provisions of this chapter.  
8 The mere presence of a structure, equipment, or material shall not be deemed to  
constitute the continuance of a nonconforming use unless the structure, equipment  
or material is actually being occupied or employed in maintaining such use.”

9           55. The third code section is SCC 30.28.072(3). It is a subsection in the chapter  
10 prescribing general development standards. SCC 30.28.072(3) reads as follows:  
11

12           “If a nonconforming use is abandoned or discontinued for a period of 12  
13 consecutive months or more, the nonconforming status of the use is terminated,  
14 and any future use of the land or structures shall be in conformity with the  
15 provisions of this title. The mere presence of a structure, equipment, or material  
shall not be deemed to constitute the continuance of a nonconforming use unless  
the structure, equipment, or material is actually being occupied or employed in  
maintaining such use.”

16           56. SCC 30.67.450 provides that its nonconforming use provisions apply to property  
17 located within the County’s shoreline jurisdiction, in place of the County’s general  
18 nonconforming use rules in SCC 30.28.070 through 30.28.075. And SCC 30.65.300 provides  
19 that the nonconforming use provisions of SCC 30.65.310 through 30.65.340 apply to property  
20 located within special flood hazard areas in place of the County’s general nonconforming use  
21 rules in chapter 30.28 SCC.  
22

23           57. If there is a conflict between SCC 30.67.450(5) (applicable to property in the  
24 shoreline jurisdiction) and SCC 30.65.320 (applicable to property in special flood hazard  
25 areas), then the more ecologically protective provision would apply, as provided in SCC  
26 30.67.060(4).  
27

1           58. Pursuant to SCC 30.67.450(5) and/or SCC 30.65.320 and/or SCC 30.28.072(3),  
2 all nonconforming use rights at Point Wells expired automatically sometime before the Town  
3 of Woodway annexed Point Wells in May 2024. By then, the nonconforming use of the  
4 structures at Point Wells to conduct marine fuel and asphalt oil operations had been  
5 discontinued for more than 12 consecutive months (discontinued since June 2020).  
6

7           59. The elements of a justiciable controversy are present, and support this Court  
8 issuing a declaratory judgment.  
9

10           60. Like their neighbors, Petitioners drive, walk and/or bicycle on Richmond Beach  
11 Drive. Petitioners will be injured if Paramount of Washington LLC and/or Alon Asphalt  
12 Company were allowed to restart the marine fuel and asphalt oil operations at Point Wells that  
13 were discontinued in June 2020. Like their neighbors, Petitioners will be injured by: (a) a  
14 return of single and double tanker trucks, carrying asphalt oil and other petroleum product,  
15 traveling on Richmond Beach Drive to and from Point Wells, causing safety concerns for  
16 pedestrians, bicyclists, and others, causing noise pollution, causing toxic fume pollution from  
17 having to heat the asphalt oil to transport it, and causing road damage to Richmond Beach  
18 Drive (a road supported and maintained with property taxpayer dollars); (b) noise and light  
19 pollution from the heavy industrial operations at the site; (c) dust and air debris from the  
20 heavy industrial operations at the site; (d) toxic fumes emanating from the site's asphalt oil  
21 operations which require heating of asphalt oil to transfer it from railcars to storage tanks and  
22 from storage tanks to tanker trucks; (e) toxic fumes also emanating from tanker ships and  
23 bunker vessels that transport and transfer petroleum product to and from Point Wells; (f) toxic  
24 oils spills (as have occurred before), including harm to the shoreline, marine life, and Puget  
25  
26  
27  
28

1 Sound itself, which are all enjoyed by Petitioners and the public; and (g) the continuation of a  
2 highly contaminated and toxic site near their residences—were operations to restart, the  
3 highly contaminated and toxic site would continue as a highly contaminated and toxic site,  
4 and not get cleaned up and remediated for future residential use, consistent with the Town of  
5 Woodway’s current Urban Village zoning for the site.  
6

7 61. Alon Asphalt Company and Paramount of Washington LLC (with parent Delek  
8 US) intend to restart the discontinued marine fuel and asphalt oil operations at Point Wells,  
9 and are taking concrete steps to do so; and they believe the site’s nonconforming use rights  
10 have not expired. Petitioners oppose the restarting of marine fuel and asphalt oil operations,  
11 and assert that the site’s nonconforming use rights have expired. It is necessary and  
12 appropriate for this Court to resolve whether, pursuant to applicable Snohomish County code,  
13 any and all rights to continue the nonconforming use of the structures at Point Wells to  
14 conduct marine fuel and asphalt oil operations have expired, and are forfeited forever.  
15  
16

17 62. There is an actual, present and existing dispute, or the mature seeds of one, as  
18 distinguished from a possible, dormant, hypothetical, speculative, or moot disagreement. And  
19 the dispute is between parties having genuine and opposing interests. A May 6, 2025, non-  
20 privileged email from the Town of Woodway’s attorney to the Town Administrator states:  
21

22 “The question of whether the industrial uses conducted at the Point Wells  
23 industrial site remained a legal non-conforming use at the time of annexation by  
24 the Town of Woodway must be answered considering the factual history of  
25 operations at the Snohomish County site prior to annexation and the applicable  
26 provisions of the Snohomish County land use code then in effect, not the Town’s  
27 code. If the industrial uses were legal non-conforming under the Snohomish  
28 County Code(s) at the time of annexation, they remain legal non-conforming post  
the Town’s annexation. Of course, the contrary is also true. If the legal non-

1 conforming status was lost prior to annexation, the industrial uses would be illegal  
2 non-conforming post annexation.

3 Since the Town's provisions in [Woodway Municipal Code] 14.04 for  
4 interpretation of provisions only applies to provisions of the WMC, a code  
5 interpretation for the purpose of determining the legal/illegal status of the past  
6 industrial uses appears to be unavailable to the property owner."

6 63. The issuance of a declaratory judgment would settle and afford relief from  
7 insecurity and uncertainty with respect to rights, status and other legal relations, not just for  
8 Petitioners, but for all Respondents.

9 64. There are no other avenues available to Petitioners to seek confirmation that,  
10 under applicable Snohomish County code, the nonconforming use rights at Point Wells  
11 expired automatically before the Town of Woodway annexed Point Wells in May 2024.

12 65. The dispute over whether the nonconforming use rights at Point Wells have  
13 expired involves interests that are direct and substantial, rather than potential, theoretical,  
14 abstract or academic. If it were determined that the nonconforming use rights to use the  
15 structures at Point Wells to conduct marine fuel and asphalt oil operations have expired, then  
16 Paramount of Washington LLC and Alon Asphalt Company would not be allowed to restart  
17 the discontinued marine fuel and asphalt oil operations, as they are intending to do. The use of  
18 the site to conduct marine fuel and asphalt oil operations is not a permitted use under the site's  
19 Urban Village zoning and other provisions in the Town of Woodway's code and Snohomish  
20 County's code. The contrary is also true. If it were determined that the nonconforming use  
21 rights have *not* expired, then Paramount of Washington LLC and Alon Asphalt Company  
22 might be allowed to restart the discontinued marine fuel and asphalt oil operations, subject to  
23  
24  
25  
26  
27  
28

1 conforming with requirements and restrictions in the Town of Woodway's code and (for the  
2 pier and the aquatic-lands under the pier) Snohomish County's code.

3  
4 66. A judicial determination of the nonconforming use issue will be final and  
5 conclusive. All parties having ownership or other direct interests in Point Wells, and all parties  
6 having jurisdiction over Point Wells, are named Respondents upon whom a judicial  
7 determination of the nonconforming use issue will be final and conclusive.

#### 8 9 **VI. PRAYER FOR RELIEF**

10 WHEREFORE, the Petitioners pray for relief as follows:

11 1. For the entry of declaratory judgment declaring as follows:

12 (a) Pursuant to SCC 30.67.450(5), any and all nonconforming use rights to use the  
13 pier, storage tanks, pipelines, and other structures at Point Wells to conduct  
14 marine fuel and asphalt oil operations have expired, and are forever forfeited,  
15 on account of the use having been discontinued for at least twelve (12)  
16 consecutive months prior to the Town of Woodway annexing Point Wells in  
17 May 2024;

18 (b) Alternatively, pursuant to SCC 30.65.320, any and all nonconforming use  
19 rights to use the pier, storage tanks, pipelines, and other structures at Point  
20 Wells to conduct marine fuel and asphalt oil operations have expired, and are  
21 forever forfeited, on account of the use having been discontinued for at least  
22 twelve (12) consecutive months prior to the Town of Woodway annexing Point  
23 Wells in May 2024;

24 (c) Alternatively, pursuant to SCC 30.28.072(3), any and all nonconforming use  
25 rights to use the pier, storage tanks, pipelines, and other structures at Point  
26 Wells to conduct marine fuel and asphalt oil operations have expired, and are  
27 forever forfeited, on account of the use having been discontinued for at least  
28 twelve (12) consecutive months prior to the Town of Woodway annexing Point  
Wells in May 2024;

(d) Any future use of the uplands and structures at Point Wells shall be in  
conformity with the provisions of the Town of Woodway's code, including its  
Urban Village zoning for the site; and

1 conforming with requirements and restrictions in the Town of Woodway's code and (for the  
2 pier and the aquatic-lands under the pier) Snohomish County's code.

3 66. A judicial determination of the nonconforming use issue will be final and  
4 conclusive. All parties having ownership or other direct interests in Point Wells, and all parties  
5 having jurisdiction over Point Wells, are named Respondents upon whom a judicial  
6 determination of the nonconforming use issue will be final and conclusive.  
7

## 8 **VI. PRAYER FOR RELIEF**

9  
10 WHEREFORE, the Petitioners pray for relief as follows:

11 1. For the entry of declaratory judgment declaring as follows:

12 (a) Pursuant to SCC 30.67.450(5), any and all nonconforming use rights to use the  
13 pier, storage tanks, pipelines, and other structures and land at Point Wells to  
14 conduct marine fuel and asphalt oil operations have expired, and are forever  
15 forfeited, on account of the use having been discontinued for at least twelve  
16 (12) consecutive months prior to the Town of Woodway annexing Point Wells  
in May 2024;

17 (b) Alternatively, pursuant to SCC 30.65.320, any and all nonconforming use  
18 rights to use the pier, storage tanks, pipelines, and other structures and land at  
19 Point Wells to conduct marine fuel and asphalt oil operations have expired, and  
20 are forever forfeited, on account of the use having been discontinued for at  
least twelve (12) consecutive months prior to the Town of Woodway annexing  
Point Wells in May 2024;

21 (c) Alternatively, pursuant to SCC 30.28.072(3), any and all nonconforming use  
22 rights to use the pier, storage tanks, pipelines, and other structures and land at  
23 Point Wells to conduct marine fuel and asphalt oil operations have expired, and  
24 are forever forfeited, on account of the use having been discontinued for at  
least twelve (12) consecutive months prior to the Town of Woodway annexing  
Point Wells in May 2024;

25 (d) Any future use of the uplands and structures at Point Wells shall be in  
26 conformity with the provisions of the Town of Woodway's code, including its  
27 Urban Village zoning for the site; and  
28



1 (e) Any future use of the pier at Point Wells shall be in conformity with the  
2 provisions of Snohomish County's code, including its Urban Village  
3 designation and Planned Community Business zoning for the pier and the  
4 State-owned aquatic lands underneath the pier.

5 2. For the entry of such other and further relief as the Court deems just and proper.

6 \* \* \*

7 **Verification:** By our signatures below, we the Petitioners, filing this Petition pro se  
8 (without an attorney representing us), hereby certify and verify, under penalty of perjury, that  
9 the information contained in this Petition is true and correct to the best of our knowledge and  
10 belief.

11 Signed: Thomas McCormick  
12 Thomas McCormick, Petitioner, pro se  
13 Date signed: May 14, 2025  
14 Email: tommccormick@mac.com  
15 Mailing address: 2444 NW 201st Place, Shoreline, WA 98177  
16 Telephone: (206) 915-7755

17 Signed: Denis Casper  
18 Denis Casper, Petitioner, pro se  
19 Date signed: 14 May 2025  
20 Email: casperdenn@aol.com  
21 Mailing address: 20235 Richmond Beach Dr NW, Shoreline, WA 98177  
22 Telephone: (206) 979-2700

23 Signed: Jerry Patterson  
24 Jerry Patterson, Petitioner, pro se  
25 Date signed: 5-14-25  
26 Email: jerryat08@gmail.com  
27 Mailing address: 20420 Richmond Beach Drive, Shoreline, WA 98177  
28 Telephone: (206) 799-6170