



200205200126

Skagit County Auditor

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FIRST AMERICAN TITLE CO.

66104

Amendment No. 1 to Dt

Document Title:Reference Number :

200109270114

Grantor(s):☐ additional grantor names on page ____

1. TROD RETINING & MARKETING CO.

2.

Grantee(s):☐ additional grantee names on page ____

1. BANK ONE, NA

2.

Abbreviated legal description:☒ full legal on page(s) 12PTN. OF SECTIONS 21, 27, 28, 29, 32, 33 & 34 IN TOWNSHIP
35 NORTH, RANGE 2 EASTAssessor Parcel / Tax ID Number:☒ additional tax parcel number(s) on page 3

350220-0-002-0001

FIRST AMERICAN TITLE CO.

I, _____, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$8.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed Mark DuvDated 5-20-02

AFTER RECORDING MAIL TO:

Name Simpson Thacher & Bartlett

Address 425 Lexington Ave

City/State New York, New York 10017

Attn: Erik G. Quarfordt

Document Title(s): (or transactions contained therein)

1. Amendment No. 1 to Deed of Trust,
2. Assignment of Rents and Leases, Fixture
3. Filing and Security Agreement
- 4.

Reference Number(s) of Documents assigned or released:

200109270116

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Tesoro Refining and Marketing Company (f/k/a Tesoro West Coast
2. Company)
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. Bank One, NA, as Administrative Agent
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Portion of Sections 21, 27, 28, 29, 32, 33 and 34 in Township
35 North, Range 2 East, WM

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

See list of Assessor's Property Tax Parcels on the next page.

NOTE: The auditor/recorder will rely on the information on the
accuracy or completeness of the indexing information p



**First American Title
Insurance Company**

FIRST AMERICAN TITLE CO.

66104

(this space for title company use only)



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350220-0-002-0001

350227-0-003-0003

350227-0-004-0002

350227-0-007-0009

350227-0-008-0008

350227-0-011-0003

350227-0-012-0002

350227-0-014-0000

350227-0-015-0009

350227-0-018-0006

350228-4-008-0007

350228-1-012-0001

350223-1-003-0003

350229-1-001-0100

350234-0-002-0104



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[WASHINGTON]

AMENDMENT NO. 1 TO DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND
SECURITY AGREEMENT

between

TESORO REFINING AND MARKETING COMPANY,
(f/k/a Tesoro West Coast Company)
Grantor

and

BANK ONE, NA,
as Administrative Agent,
Beneficiary

DATED AS OF May 17, 2002

After recording, please return to:

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, New York 10017

Attn: Erik G. Quarfordt



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AMENDMENT NO. 1 TO DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND
SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO DEED OF TRUST ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND SECURITY AGREEMENT dated as of May 17, 2002 (this "Amendment"), between TESORO REFINING AND MARKETING COMPANY (f/k/a Tesoro West Coast Company), a Delaware corporation ("Grantor"), whose address is c/o Tesoro Petroleum Corporation, 300 Concord Plaza Drive, San Antonio, Texas 78216-6999, and BANK ONE, NA, a national banking association, whose address is 1 Bank One Plaza, Mail Suite IL1, Chicago, Illinois 60670-0353, in its capacity as Administrative Agent for the several banks and other financial institutions or entities that are or may from time to time in the future be parties to the Credit Agreement defined below (in such capacity, together with its successors and assigns, "Beneficiary").

W I T N E S S E T H :

A. Grantor executed and delivered to First American Title Insurance Company, as Trustee for the use and benefit of Beneficiary, that certain Deed of Trust, Assignment of Rents and Leases, Fixture Filing and Security Agreement dated as of September __, 2001 and recorded with the County Auditor in and for Skagit County, Washington as Auditor's File No. 200109270116 (the "Original Deed of Trust"), such Original Deed of Trust encumbers the Real Estate described on Schedule A attached hereto.

B. Grantor and Beneficiary desire to amend the Original Deed of Trust as hereinafter set forth. Capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Original Deed of Trust, as amended by this Amendment.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The cover page of the Original Deed of Trust is amended by deleting the sentence "The maximum amount of indebtedness secured hereby is \$1,000,000,000.00" and replacing it with the following:

"The maximum amount of indebtedness secured hereby is \$1,325,000,000.00".

2. Section B of the Background of the Original Deed of Trust is deleted in its entirety, and replaced with the following:

"B. Tesoro Petroleum Corporation ("Borrower") is a party to that certain Credit Agreement dated September 6, 2001 with the several banks or other financial institutions from time to time parties thereto (the "Lenders"), Lehman Brothers Inc. as Arranger, Lehman Commercial Paper Inc. as Syndication Agent, ABN Amro Bank N.V., Credit Lyonnais, New



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York Branch and The Bank of Nova Scotia, as Co-Documentation Agents and Beneficiary, as amended by First Amendment dated as of October 16, 2001, and as amended and restated by that certain Amended and Restated Credit Agreement dated as of even date herewith (as amended, and amended and restated, and as the same may be further amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. The terms of the Credit Agreement are incorporated by reference in this Deed of Trust as if the terms thereof were fully set forth herein. References in this Deed of Trust to the "Default Rate" shall mean the interest rate per annum equal to the rate applicable to Base Rate Loans under the Revolving Credit Facility plus 2%."

3. Section C of the Background of the Original Deed of Trust is deleted in its entirety, and replaced with the following:

"C. Pursuant to the terms and conditions of the Credit Agreement, (1) the Lenders have agreed (a) to make certain Revolving Credit Loans to Borrower in an aggregate principal amount at any one time outstanding not to exceed \$225,000,000 (subject to increase by an amount not exceed \$50,000,000 in the aggregate if the Borrower has not elected to incur New Tranche B Term Loans) and (b) to make certain Term Loans to Borrowers in an aggregate principal amount not to exceed \$1,050,000,000 (subject to increase by an amount not to exceed \$50,000,000 in the aggregate if Borrower has not incurred any Additional Revolving Credit Commitments) and (2) the Issuing Lenders have agreed to issue, and the other Lenders which are L/C Participants have agreed to acquire participating interests in, Letters of Credit for the account of Borrower; the sum of (i) the aggregate then undrawn and unexpired amount of the then outstanding Letters of Credit and (ii) the aggregate amount of drawings under the Letters of Credit which have not been reimbursed pursuant to subsection 3.5 of the Credit Agreement shall not exceed \$150,000,000. The maximum aggregate principal amount of the Loans and the L/C Obligations outstanding at any one time shall not exceed \$1,325,000,000."

4. Section 8(a)(i) of the Original Deed of Trust is amended by deleting the word "Indebtedness" appearing therein and replacing it with the word "Obligations".

5. Section 15(b) of the Original Deed of Trust is amended by deleting the phrase "Sections 9-313 and 9-402" appearing therein and replacing it with the phrase "Sections 9-334 and 9-502".

6. All references in the Original Deed of Trust to the defined term "Deed of Trust" shall be deemed to mean and refer to the Original Deed of Trust as amended by this Amendment, as the same may be further amended, supplemented, restated, extended, replaced or otherwise modified from time to time.

7. Grantor and Beneficiary expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Grantor and Beneficiary hereby ratify, confirm and agree that the Loan Documents and all liens, security interests, assignments,



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powers, indemnities, waivers and other rights created for Beneficiary's benefit thereunder, including, without limitation, the lien created by the Original Deed of Trust, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

8. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Amendment by Beneficiary shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Grantor's or Beneficiary's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Grantor's and Beneficiary's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Beneficiary shall be under no obligation, express or implied, to grant Grantor any future or further modification, renewal, extension and/or amendment to the Original Deed of Trust, as amended hereby or any or all of the other Loan Documents, except as provided therein.

9. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

10. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

11. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to subject matter hereof not expressly set forth or referred to herein or therein.

12. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

[The Remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the undersigned, by its duly elected officers and pursuant to property authority of its board of directors has duly executed, acknowledged and delivered this instrument on May 17, 2002, which instrument is intended to be effective as of the day and year first written above.

TESORO REFINING AND MARKETING COMPANY,
f/k/a Tesoro West Coast Company, Grantor,

By: Sharon L. Layman *cs*
Name: Sharon L. Layman
Title: Vice President and Treasurer



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STATE OF TEXAS

§

COUNTY OF BEXAR

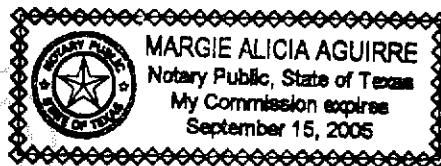
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§

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared Sharon L. Layman, known to me to be the person whose name is subscribed to the foregoing instrument for and as Vice President and Treasurer of TESORO REFINING AND MARKETING COMPANY, a Delaware corporation; and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of April, 2002.

Margie Alicia Aguirre
Notary Public in and for Bexar County, Texas



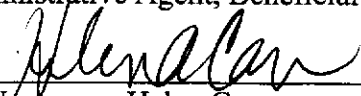
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IN WITNESS WHEREOF, the undersigned, by its duly elected officers and pursuant to property authority of its board of directors has duly executed, acknowledged and delivered this instrument on April 25, 2002, which instrument is intended to be effective as of the day and year first written above.

BANK ONE, NA, as
Administrative Agent, Beneficiary

By: 
Name: Helen Carr
Title: First Vice President



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STATE OF TEXAS

§

COUNTY OF HARRIS

§

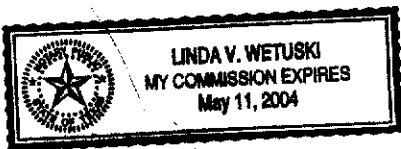
§

BEFORE ME, the undersigned authority, a Notary Public in and for the County and State aforesaid, on this day personally appeared Helen Carr known to me to be the person whose name is subscribed to the foregoing instrument for and as First Vice President of BANK ONE, NA, a national banking association; and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said national banking association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of April, 2002.

Linda V. Wetuski

Notary Public in and for Harris County, Texas



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SCHEDULE A

The land referred to is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A-1":

Government Lot 1; the Southwest 1/4 of the Northwest 1/4; the East 1/2 of the Northwest 1/4; and the Southwest 1/4 of Section 28, Township 35 North, Range 2 East, W.M., EXCEPT County Road right-of-way known as the March's Point Road.

ALSO EXCEPT Kavanaugh Road right-of-way, if any, established on May 20, 1892.

ALSO EXCEPT road Deeds conveyed to Skagit County under Auditor's File Nos. 430783, 430784 and 340431.

ALSO TOGETHER WITH tidelands, in front of and abutting said Government Lot 1, as conveyed by the State of Washington in Deeds dated June 8, 1911, and April 16, 1915, and recorded May 21, 1912, and June 24, 1915, as Auditor's File Nos. 91418 and 108593, respectively.

ALSO TOGETHER WITH tidelands conveyed by the State of Washington, by Deed dated August 22, 1906, and recorded February 25, 1910, as Auditor's File No. 78068, which tidelands were mislabelled as First Class Tidelands and excepted from the above described tideland Deeds.

Parcel "A-2":

Government Lots 2 and 3, of Section 28, Township 35 North, Range 2 East, W.M., EXCEPT County Road right-of-way known as the March's Point Road; ALSO EXCEPT that portion of Government Lot 3, conveyed to David J. Bost by Deed recorded as Auditor's File No. 8807110070.

TOGETHER WITH tidelands lying in front of and abutting said Government Lot 2, as conveyed by the State of Washington in Deeds dated June 8, 1911, and April 5, 1916, then recorded on May 21, 1912, and April 25, 1916, as Auditor's File Nos. 91418 and 112958, respectively.

Parcel "A-3":

Government Lots 4 and 5, and the Southwest 1/4 of the Southeast 1/4 of Section 28, Township 35 North, Range 2 East, W.M., EXCEPT the County Road right-of-way known as the March's Point Road.



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ALSO EXCEPT Kavanaugh Road right-of-way, if any, established on May 20, 1892, and not vacated under Auditor's File No. 9204220013, AND ALSO EXCEPT unvacated road widening Deeds to Skagit County recorded under Auditor's File Nos. 340425 through 340431, inclusive.

ALSO EXCEPT those portions of Government Lot 4, conveyed to the following described parties:

- a.) David J. Bost by Deeds recorded as Auditor's File Nos. 8607110070 and 9304140064;
- b.) John R. Watcher, et ux, by Deed recorded as Auditor's File No. 745889;
- c.) Harold M. Yeoman, et ux, by Deed recorded as Auditor's File No. 616035;
- d.) Thomas A. McCormick, et ux, by Deed recorded as Auditor's File No. 563786.

ALSO EXCEPT that portion of Government Lot 5, conveyed to Robert W. Evans and Joanne B. Evans, husband and wife, by Deed recorded as Auditor's File No. 8211090017.

ALSO EXCEPT that portion of Government Lot 5, conveyed to William R. Kiesser, et ux, by Deed recorded as Auditor's File No. 547521.

Parcel "B-1":

That portion of Government Lot 8, of Section 32, Township 35 North, Range 2 East, W.M., lying Easterly of that certain tract of land conveyed to The Texas Company by Deed recorded as Auditor's File No. 556825.

Parcel "B-2":

The North 1/2 of Government Lot 7, of Section 32, Township 35 North, Range 2 East, W.M., lying Easterly of the County Road right-of-way known as the March's Point Road; EXCEPT that portion thereof conveyed to The Texas Company by Deed recorded as Auditor's File No. 556825, ALSO EXCEPT any portion thereof lying South of the South line of the vacated plat of "BURDON'S FIRST ADDITION TO ANACORTES, WASHINGTON", as per plat recorded in Volume 3 of Plats, Page 22.

TOGETHER WITH those rights to a 50 foot wide strip of land in Government Lots 6 and 7, of Section 32, and in the Northwest 1/4 of the Southwest 1/4 of Section 33, all in Township 35 North, Range 2 East, W.M., as conveyed to Shell Oil Company by the Great Northern Railway Company by Deed recorded as Auditor's File No. 568629.



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Parcel "C-1":

Those portions of Government Lots 2, 3 and 4, of Section 29, Township 35 North, Range 2 East, W.M., lying Easterly of the County Road right-of-way known as the March's Point Road, EXCEPT the three following described portions thereof:

- 1.) That portion of Government Lots 3 and 4, conveyed to The Texas Company by Auditor's File No. 556825;
- 2.) That portion of Government Lot 2, lying Westerly and Northerly of the following described line:

Beginning at a point South 17 degrees 21' East, 300 feet from the Southwest corner of the plat of "MARCH'S POINT TRACTS", according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 5 of Plats, Page 25, said point being in Government Lot 1 of said Section 29; thence South 11 degrees 23' 45" West, 365.67 feet to a point on the Northerly line of that certain tract conveyed to R.C. Cannon and Vera V. Cannon, husband and wife, by Deed dated July 23, 1951, and recorded August 1, 1951, under Auditor's File No. 463956, records of said County; thence North 77 degrees 23' West along the North line of said Cannon Tract to the Easterly right-of-way line of the County Road right-of-way known as the March's Point Road, the terminus of this line description.

- 3.) Kavanaugh Road right-of-way, if any, established on May 20, 1892.

Parcel "C-2":

That portion of Government Lot 1, of Section 29, Township 35 North, Range 2 East, W.M., lying Easterly of the following described line:

Begin at the Southeast corner of Government Lot 2, of said Section 29; thence North 1 degree 55' 40" East along the East line of said subdivision, a distance of 527.54 feet; thence North 17 degrees 20' West to a point on the meander line along the Northwesternly line of said subdivision, the terminus of this line description.

EXCEPT that portion thereof lying within the County Road right-of-way known as the March's Point Road.

ALSO TOGETHER WITH that portion of said Government Lot 1, lying Westerly of the above described line and within those premises conveyed to Shell Oil Company by Deed recorded in Volume 260 of Deeds, Page 271, under Auditor's File No. 496851.

ALSO TOGETHER WITH tidelands, in front of and abutting said premises, as conveyed by the State of Washington by Deeds dated June 6, 1911, and April 16, 1915, then recorded May 21, 1912, and June 24, 1915, as Auditor's File Nos. 91418 and 108593, respectively.



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ALSO TOGETHER WITH tidelands conveyed by the State of Washington, by Deed dated August 22, 1906, and recorded February 25, 1910, as Auditor's File No. 78068, which tidelands were mislabelled as First Class Tidelands and excepted from the above described tideland Deeds.

Parcel "C-3":

That portion of Government Lot 1, of Section 29, Township 35 North, Range 2 East, W.M., described as follows:

Begin at a point on the East line of Government Lot 2, which is 522.5 feet North of the Southeast corner of said Government Lot 2; thence North 17 degrees 21' West, 1,697.8 feet, more or less, to the meander line along the Northwestern line of said Government Lot 1, said point being the true point of beginning; thence South 17 degrees 21' East to a point which is 200 feet Southeastery of the Southeastery line of the County Road right-of-way known as the March's Point Road; thence Southwesterly parallel with the Southeastery line of the March's Point Road, a distance of 100 feet; thence North 17 degrees 21' West to the meander line; thence Northeasterly along the meander line to the true point of beginning; EXCEPT the following described portion thereof:

Commencing at a point which bears South 17 degrees 21' East, a distance of 300 feet from the Southwest corner of the plat of "MARCH'S POINT TRACTS" (platted South 17 degrees 20' East), according to the recorded plat thereof, in Volume 5 of Plats, Page 25, records of Skagit County, Washington, also being the most Northerly corner of that certain tract of land conveyed to Shell Oil Company by Warranty Deed recorded in Volume 260 of Deeds, Page 271, under Auditor's File No. 496851, records of said County; thence North 17 degrees 21' West, a distance of 667.48 feet to the intersection with the South margin of the County Road and said point being the true point of beginning; thence South 17 degrees 21' East, a distance of 200 feet; thence South 36 degrees 55' West, parallel with the South road margin of said County Road, a distance of 100 feet; thence North 17 degrees 21' West, a distance of 200 feet to the intersection with the South margin of the County Road; thence North 36 degrees 55' East along the said margin, a distance of 100 feet to the true point of beginning.

ALSO EXCEPT that portion thereof lying within the County Road right-of-way known as the March's Point Road.

TOGETHER WITH those portions of the following described tidelands, lying between the Easterly and Westerly lines of said premises extended Northerly, those tidelands conveyed by the State of Washington by Deeds dated June 6, 1911, and April 16, 1915, then recorded May 21, 1912, and June 24, 1915, as Auditor's File Nos. 91418 and 108593, respectively.



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Parcel "C-4":

That portion of Government Lots 1 and 2, of Section 29, Township 35 North, Range 2 East, W.M., described as follows:

Commencing at a point South 17 degrees 21' East, a distance of 300 feet from the Southwest corner of the plat of "MARCH'S POINT TRACTS" (platted South 17 degrees 20' East), according to the recorded plat thereof in Volume 5 of Plats, Page 25, records of Skagit County, Washington, also being the most Northerly corner of that certain tract of land conveyed to the Shell Oil Company by Warranty Deed, recorded in Volume 260 of Deeds, Page 271, under Auditor's File No. 496851, records of said County; thence South 11 degrees 25' 30" West (Deed South 11 degrees 23' 45" West) along the Westerly line of said Shell Tract, a distance of 122.25 feet to the true point of beginning; thence North 57 degrees 30' 45" West to the intersection with the Easterly margin of the County Road; thence Southerly along the said road margin, a distance of 440.27 feet to the Northwest corner of that certain tract conveyed to Shell Oil Company by Statutory Warranty Deed recorded under Auditor's File No. 605021, records of said County; thence South 77 degrees 23' 00" East along the North line of said tract, a distance of 353.69 feet to the most Northerly corner of that certain tract conveyed to Shell Oil Company by Statutory Warranty Deed recorded under Auditor's File No. 496862, records of said County; thence South 77 degrees 20' 12" East along the North line of said tract, a distance of 256.11 feet to the intersection with the West line of that certain tract conveyed under Auditor's File No. 496851; thence North 11 degrees 25' 30" East along said West line, a distance of 242.69 feet to the true point of beginning.

TOGETHER WITH tidelands, as conveyed by the State of Washington, by Deeds dated June 6, 1911, and April 16, 1915, then recorded May 21, 1912, and June 24, 1915, as Auditor's File Nos. 91418 and 108593, respectively, lying Northerly of the following line:

Commencing at the Southeast corner of Government Lot 2, said Section 29; thence North along the East line of said Lot 2, a distance of 522.5 feet; thence North 17 degrees 21' West, 1697.8 feet, more or less, to the North meander line of Government Lot 1; thence Southwesterly along the meander line in front of Government Lot 1, a distance of 509.0 feet; thence continuing along said meander line, South 35 degrees 48' 30" West, 70 feet to the true point of beginning of this line description; thence at right angles North 54 degrees 11' 30" West to the line of extreme low tide, and Westerly of that certain parcel conveyed to Shell Oil Company, a Delaware Corporation, by Warranty Deed dated November 8, 1963, recorded November 12, 1963, under Auditor's File No. 643083.

Parcel "D":

Government Lots 1, 2 and 3, of Section 21, Township 35 North, Range 2 East, W.M., EXCEPT the County Road right-of-way known as the March's Point Road.

TOGETHER WITH tidelands, in front of and abutting said premises as conveyed by the



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State of Washington by Deeds dated June 6, 1911, and April 5, 1916, then recorded May 21, 1912, and April 25, 1916, as Auditor's File Nos. 91418 and 112958, respectively.

ALSO TOGETHER WITH tidelands conveyed by the State of Washington, by Deed dated August 22, 1906, and recorded February 25, 1910, as Auditor's File No. 78068, which tidelands were mislabelled as First Class Tidelands and excepted from the above described tideland Deeds.

Parcel "E-1":

The North 1/2 of the Northwest 1/4 and the North 1/2 of the South 1/2 of the Northwest 1/4 of Section 33, Township 35 North, Range 2 East, W.M., EXCEPT that portion thereof, if any, lying within the County Road right-of-way known as the North Texas County Road, AND ALSO EXCEPT road Deeds conveyed to Skagit County under Auditor's File Nos. 210768 and 210769.

Parcel "E-2":

The Northwest 1/4 of the Northeast 1/4 and the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 33, Township 35 North, Range 2 East, W.M., EXCEPT that portion of said North 1/2 of the Southwest 1/4 of the Northeast 1/4 lying Southerly of the North line of the County Road known as the North Texas County Road, AND ALSO EXCEPT road Deeds conveyed to Skagit County under Auditor's File Nos. 186857 and 186858, AND ALSO EXCEPT that portion of said North 1/2 lying Easterly of the following described line:

Beginning at a point on the Northerly line of the North Texas Road (also known as County Road No. 591), which point is distant 15.68 feet North and 194.49 feet East of the Southwest corner of said subdivision (the Westerly line of said subdivision bears North 1 degree 12' 30" East); thence North 1 degree 34' East, a distance of 639.7 feet to a point on the North line of said subdivision, the terminus of this line description.

Parcel "E-3":

The Northeast 1/4 of the Northeast 1/4 of Section 33, Township 35 North, Range 2 East, W.M., EXCEPT that portion thereof lying Easterly and Southerly of the following described line:

Begin at the Southeast corner of that certain tract of land conveyed to the Shell Oil Company by Deed recorded June 20, 1994, as Auditor's File No. 9406200099, said point being on the South line of the subdivision; thence North 00 degrees 42' 12" East, a distance of 150.18 feet to the Northeast corner of said Shell Tract; thence South 89 degrees 18' 40" East along the North line of those tracts conveyed to Denzil E. Stam, et al, by Deeds recorded as Auditor's File Nos. 724698 and 9406200100, to the meander line along the East line of Government Lot 1, of Section 34, Township 35 North, Range



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2 East, W.M., the terminus of this line description; ALSO EXCEPT that certain Northeasterly portion thereof as conveyed to William R. Kiesser, et ux, by Deed recorded as Auditor's File No. 547521.

Parcel "E-4":

The North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 35 North, Range 2 East, W.M., EXCEPT that portion thereof lying Southerly of the North line of the County Road known as the North Texas County Road; ALSO EXCEPT that Westerly portion thereof lying within the County Road known as the Betterton Extension Road.

Parcel "F-1":

Government Lot 1, of Section 34, Township 35 North, Range 2 East, W.M., EXCEPT those Southerly portions thereof lying within those certain tracts conveyed to Denzil E. Stam, et al, by Auditor's File Nos. 724698 and 9406200100; ALSO EXCEPT the County Road right-of-way known as the March's Point Road; ALSO EXCEPT that portion thereof conveyed to William R. Kiesser, et ux, by Deed recorded as Auditor's File No. 547521.

Parcel "F-2":

The North 5 acres of Government Lot 2, of Section 34, Township 35 North, Range 2 East, W.M., EXCEPT the as built and existing March's Point County Road running through said 5 acres, AND ALSO EXCEPT that portion of the North 16 feet thereof lying West of the March's Point Road being reserved for road purposes by Deed recorded October 21, 1903, under Auditor's File No. 43848, in Volume 52 of Deeds, Page 599, records of Skagit County, Washington.

Parcel "G":

Government Lot 1, of Section 27, Township 35 North, Range 2 East, W.M., EXCEPT the County Road right-of-way known as the March's Point Road; ALSO EXCEPT that portion thereof conveyed to William R. Kiesser, et ux, by Deed recorded as Auditor's File No. 547521.

Parcel "H":

That portion of the following described Parcel "A" lying Northerly of the following described line, being a portion of Government Lot 2, Section 34, Township 35 North, Range 2 East, W.M.

Commencing at the West one quarter corner, said Section 34; thence North 0 degrees 40' 40" East along the West line of said Section 34, a distance of 635.79 feet to the true point of beginning of said line description; thence North 90 degrees 00' 00" East,

690.22 feet to the East line of said Government Lot 2, and the terminus of said described line.

Parcel "A":

That portion of Government Lot 2, Section 34, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point on the West line of said Lot 2, 132 feet South of the Southwest corner of the North 5 acres of said Lot 2, (said point being the Southwest corner of that certain tract conveyed to Annabel Erickson by Deed dated March 19, 1930, and recorded April 7, 1930, under Auditor's File No. 232619); thence South along the West line of said Lot 2, to a point 231 feet North of the Northwest corner of the South 5 acres of said Lot 2 (said point being the Northwest corner of that certain tract conveyed to Henry B. Myren and Betty Myren, his wife, by Deed dated June 3, 1947, and recorded November 10, 1947, under Auditor's File No. 410978); thence East along the North line of said Myren Tract to Padilla Bay; thence Northerly along said Padilla Bay to the South line of the Annabel Erickson Tract; thence West along the South line of said Erickson Tract to the point of beginning.



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