



200902130082

Skagit County Auditor

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This instrument prepared by:

Berverly J. Klug
Equilon Enterprises LLC
12700 Northborough, Suite 130
Houston, TX 77067

**When recorded, return deed and
tax statements to:**

PR Petroleum, L.L.C.
4040 Irongate Road
Bellingham, WA 98226
LAND TITLE OF SKAGIT COUNTY

13490-S

Tax Parcel ID Numbers: 3867-000-050-0609; 3867-000-050-0708

Abbreviated Legal Description: PTN Tr. 50, Qtr. 4, Sec. 31, TWP. 35, RNG. 4, Burlington Acreage

SPECIAL WARRANTY DEED

THIS IS A DEED dated January 26, 2009 effective February 12, 2009, by **EQUILON ENTERPRISES LLC**, a Delaware limited liability company, with offices at 12700 Northborough, Ste. 100, Attn: Real Estate Administration, Houston, Texas 77067, (herein called "**Grantor**") to PR PETROLEUM, L.L.C., a Washington limited liability company, with an address of 4040 Irongate Road, Bellingham, Washington 98226 (herein called "**Grantee**").

GRANTOR, for consideration received, hereby grants, bargains, sells, conveys and confirms to GRANTEE the following described real property known as 575 South Burlington Boulevard, in the City of Burlington, County of Skagit, State of Washington (the "Premises");

See attached Exhibit A for description

LESS AND EXCEPT: All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for

exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises;

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever; but

SUBJECT to the following:

- a) Encroachments, protrusions, easements, changes in street lines, rights-of-way and other matters that would be revealed by a current on the ground survey and inspection of the Premises.
- b) Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect. Zoning regulations, ordinances, building restrictions, regulations and any violations thereof.
- c) The lien for real property taxes for the current year, and any liens for special assessments which, as of the date hereof, are not due and payable.

Except as provided herein, for fifteen (15) years from the date of closing, Grantee agrees that if the Premises are used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successor or assigns, ("Brand Covenant") and the station located on the Premises must be operated pursuant to the terms and conditions of the Retail Sales Agreement, or its replacement.

Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.

Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act from a geographic area that includes the Premises.

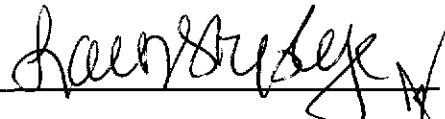
If Grantee fails to comply with the Brand Covenant for any reason whatsoever and fails to cure such breach within thirty (30) days of Grantor providing written notice of such breach to Grantee, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.



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SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant and defend title to the Premises against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

EQUILON ENTERPRISES LLC

By: 
Name: Laura D. Styslinger
Title: Mgr., Lease Administration & Legal Compliance
Date: January 26, 2009
Tax I.D. # 52-2074528

393
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 13 2009

Amount Paid \$ 13355.00
Skagit Co. Treasurer
By  Deputy



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Skagit County Auditor

State of TEXAS

County of HARRIS

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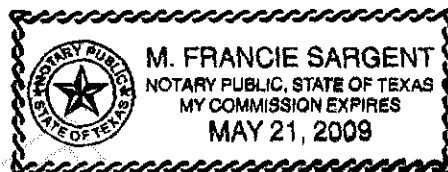
I certify that I know or have satisfactory evidence that LAURA D. Skyslinger is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as Myr. Lease Administration & Legal Compliance of Equilon Enterprises LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: January 26, 2009

M. Francie Sargent
Notary Public

Printed Name: _____

My appointment expires: _____



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AGREED AND ACCEPTED BY:

PR PETROLEUM, L.L.C., Purchaser

By: 

Name: Bruce Gustafson

Title: Manager

Date: 2/11/09



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State of Washington)

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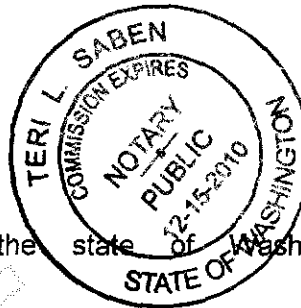
County of Skagit)

I certify that I know or have satisfactory evidence that Bruce Gustafson is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as MANAGER of PR Petroleum, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Teri L. Saben
Notary Public

Printed Name: Teri L. Saben

My appointment expires: 12-15-10



Notary Public in and for the state of Washington, residing at _____



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EXHIBIT A

DESCRIPTION OF PREMISES

That portion of Tract 50, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the East line of said Tract 50 which is 165 feet Northerly from the Southeast corner thereof (as measured along said East line);
thence North $88^{\circ}26'32''$ West 40.00 feet;
thence South $2^{\circ}15'33''$ West 140.00 feet to the South line of said tract;
thence South $88^{\circ}26'32''$ East along said South line to a point 30 feet Northerly from (when measured at right angles to) Highway Engineer's Station SR 20 65+69, as shown on that map of definite location recorded in Volume A of Highway Plats, page 181, records of said County;
thence North $54^{\circ}43'55''$ East to a point on the East line of said Tract 50 which is 47 feet Northerly from Engineer's Station SR 20 65+91.13;
thence North $2^{\circ}15'33''$ East along said East line of Tract 50 a distance of 148.00 feet to the point of beginning.

EXCEPT that portion conveyed to the City of Burlington by deed recorded August 25, 1986, under Auditor's File No. 8608250013, records of Skagit County, Washington.

Situate in the City of Burlington, County of Skagit, State of Washington.



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