



201812210034

12/21/2018 01:16 PM Pages: 1 of 9 Fees: \$107.00  
Skagit County Auditor

RECORDED AT THE REQUEST OF AND  
AFTER RECORDING RETURN TO:

Tesoro Refining & Marketing Company LLC  
19100 Ridgewood Parkway  
San Antonio, Texas 78259  
Attn: Real Estate Legal Department

GUARDIAN NORTHWEST TITLE CO.

STATUTORY WARRANTY DEED

116631

**Grantor:** EDWARD L. COWGILL,  
a single man, reserving a life estate

**Grantee:** TESORO REFINING & MARKETING COMPANY LLC,  
a Delaware limited liability company

**Legal Description:**

**Abbreviated:** Section 34, Township 35 North, Range 2 East; Portion GL 2

**Full:** See Exhibit A attached hereto.

**Tax Parcel Number:** 350234-0-003-0004 (P33494)

EDWARD L. COWGILL, a single man ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, conveys and warrants to TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company ("Grantee"), the real property situated in the County of Skagit, State of Washington, and legally described on Exhibit A attached hereto (the "Property"), SUBJECT only to the permitted exceptions set forth on Exhibit B attached hereto AND RESERVING TO GRANTOR A LIFE ESTATE IN THE PROPERTY FOR THE LIFE OF GRANTOR PROVIDED THAT GRANTOR DOES NOT PERMANENTLY RELOCATE FROM THE PROPERTY. When the Property is no longer so used, Grantee (or its successors or assigns) shall have the right to enter the Property and, on entry, all rights of Grantor shall terminate. For purposes of this reservation of life estate, Grantor shall be deemed to no longer reside at the Property if he is absent from the Property for more than sixty (60) consecutive days without an intention to return. During the term of the life estate, Grantor and Grantee covenant and agree to comply with the terms set forth on Exhibit C attached hereto.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20185529  
DEC 21 2018

Amount Paid \$13,958.42  
Skagit Co. Treasurer  
By *(Signature)* Deputy

DATED: December 21, 2018.

GRANTOR:

Edward L. Cowgill  
EDWARD L. COWGILL, a single man

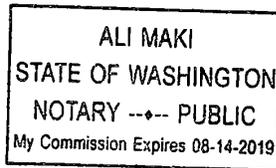
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that EDWARD L. COWGILL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: December 18, 2018

Ali Maki  
Signature

ALI MAKI  
Print Name



NOTARY PUBLIC in and for the State of Washington,  
residing at Mukilton, WA  
My commission expires 08-14-19

[Signature Page to Statutory Warranty Deed]



EXHIBIT A  
TO  
STATUTORY WARRANTY DEED

Legal Description

THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

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 820.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15' 30" EAST, 679.28 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 02 DEGREES 52' 30" WEST ALONG SAID EAST LINE, 132.26 FEET; THENCE NORTH 89 DEGREES 15' 30" WEST, 671.08 FEET TO A POINT ON SAID WEST LINE, SAID POINT LYING 132.00 FEET NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 40' 40" WEST ALONG SAID WEST LINE, A DISTANCE OF 132.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE COUNTY ROAD RIGHT-OF-WAY KNOWN AS THE MARCH'S POINT ROAD.

EXHIBIT B  
TO  
STATUTORY WARRANTY DEED

Permitted Exceptions

- A. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. Affects all of the premises subject to such submergence.
- B. Easement, including terms and provisions thereof:
- Grantee: Puget Sound Power & Light  
Recorded: December 3, 1971  
Auditor's No.: 761423  
Purpose: One anchor with guy wires  
Area Affected: As constructed along the West line
- C. Easement, including terms and provisions thereof:
- Grantee: Edward L. Cowgill, et ux  
Recorded: August 19, 1987  
Auditor's No.: 8708190006  
Purpose: Waterline and appurtenances  
Area Affected: A portion of the West ten feet
- D. Easement, including terms and provisions thereof:
- Grantee: Cascade Natural Gas  
Recorded: February 17, 1989  
Auditor's No.: 8902170029  
Purpose: Gas line and appurtenances  
Area Affected: Ten foot wide portions of the subject property

- E. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey:

Name: Survey  
Recorded: March 26, 1996  
Auditor's No.: 9603260001  
Affects: Shows portions of pre-BLA borders

- F. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey:

Name: Survey  
Recorded: March 29, 2000  
Auditor's No.: 200003290040  
Affects: Shows South line pre-BLA borders

- G. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey:

Name: Survey  
Recorded: August 1, 2003  
Auditor's No.: 200308010166

EXHIBIT C  
TO  
STATUTORY WARRANTY DEED

Terms of Reservation of Life Estate

During the term of the life estate reserved by Grantor hereunder, Grantor and Grantee agree as follows:

1. Grantor shall be responsible for paying, as the same become due, all real property taxes and assessments levied against the Property, and shall provide to Grantee evidence of payment of each installment of real property taxes prior to April 15 and October 15 of each year.
2. Grantor shall pay all charges for utility services furnished to the Property including, without limitation, water, sewer or septic, natural gas, electricity, telephone and cable television.
3. Grantor shall keep Grantor's primary residence (the "Residence"), the two (2) unit side-by-side duplex (the "Duplex") and any other improvements located on the Property in good condition and repair during his life estate, and shall not permit waste or removal of such improvements, nor make any substantial improvements or alterations without the prior written consent of Grantee.
  - (a) Grantor shall maintain the Duplex in good, clean and sanitary condition, and shall make repairs to the Duplex and any other improvement located on the Property (other than the Residence, the maintenance of which is governed by Section 3(b) below) necessary to maintain the same in habitable condition and otherwise in compliance with any applicable governmental laws, ordinances and/or regulations.
  - (b) Grantor shall, at Grantee's sole cost and expense (as more fully described below), make repairs to the Residence to maintain the Residence in the condition existing as of the date hereof. Grantor shall provide written notice to Grantee of any condition of the Residence requiring maintenance and/or repair work and, within ten (10) business days after receipt of such notice, Grantee shall confirm the scope of such maintenance and/or repair work with Grantor. If Grantee fails to respond within such ten (10) business day period, then Grantee shall be deemed to have approved the scope of the maintenance and/or repair work set forth in Grantor's notice. Grantee shall reimburse Grantor for the cost of any maintenance and/or repair work to the Residence approved by Grantee (or deemed approved by Grantee in accordance with the preceding sentence) within thirty (30) days after receipt of an invoice therefor. If Grantee disapproves of the scope of any maintenance and/or repair work with respect to which a notice has been given, then Grantor may nonetheless undertake such maintenance and/or repairs, but the same shall be at Grantor's sole cost and expense and not subject to reimbursement from Grantee.

Exhibit C - 1

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4. Grantor shall maintain insurance for his personal belongings located within the Residence, and shall advise Kyle Arrotta and Felicia Arrotta, the existing occupant of Unit A of the Duplex, and Thomas M. Grzelak, the existing occupant of Unit B of the Duplex (collectively, the "Permitted Occupants"), to maintain insurance for their personal belongings located within the Duplex. Grantor shall have no obligation to maintain insurance for the personal belongings of the Permitted Occupants, nor shall Grantor be obligated to compel the Permitted Occupants to maintain such insurance. Grantor shall also maintain liability insurance with respect to damage to persons or property occurring on the Property. Grantee will maintain property insurance on the Residence, Duplex and other improvements located on the Property. Grantor acknowledges that:
- (a) the insurance Grantee maintains with respect to the Property, if any, will not provide coverage for any personal belongings of Grantor or the Permitted Occupants; and
  - (b) if Grantor fails to maintain insurance on his personal belongings and his personal belongings are damaged or destroyed, Grantor shall not be permitted to make a claim for recovery of the value of such personal belongings under any insurance policy carried by Grantee with respect to the Property.
5. Upon Grantor's permanent relocation from the Residence, Grantor shall, or shall cause a family member or caregiver to, notify Grantee in writing of such event. If applicable, and to the extent he is able, Grantor agrees to execute, in recordable form, a document memorializing such relocation and the resulting right of entry, prior to the expiration of Grantor's life estate, in favor of Grantee.
6. In the event that Grantor has not previously permanently relocated from the Property as provided by the terms of Section 5 above, then, upon termination of the life estate, Grantor's heirs and/or the personal representative of Grantor's estate shall:
- (a) promptly provide to Grantee a certified copy of Grantor's death certificate for recording in the real property records of Skagit County, Washington thereby evidencing the termination of Grantor's life estate; and
  - (b) have sixty (60) days from the date of Grantor's death to remove Grantor's personal belongings from the Property.
- On or before the expiration of such sixty (60) day period, Grantor's heirs and/or the personal representative of Grantor's estate shall execute and deliver to Grantee a quitclaim deed and/or such other documents and instruments necessary to clear title to the Property upon Grantor's death. Grantee may dispose of any personal property of Grantor, which remains on the Property after the expiration of such sixty (60) day period.
6. Except for the Permitted Occupants, who shall be permitted to reside in the Duplex for the life of Grantor, Grantor shall not sell, mortgage, encumber, lease or otherwise convey any interest of Grantor whatsoever in the Property.
7. Grantor shall be permitted to have a family member or caregiver reside with Grantor in the Residence.

Exhibit C - 2

8. Following the extinguishment of Grantor's life estate in the Property, neither he, nor his heirs, agents, successors, or assigns, shall have any obligation to Grantee with respect to the Permitted Occupants or with respect to their occupancy of the Duplex.