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11/12/2021 01:54 PM Pages: 1 of 7 Fees: \$820.00
Skagit County Auditor

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

First American Title Insurance Company
Attn: Jan Ruiz, Sr. Escrow Officer
601 Travis Street, Ste. 1875
Houston, TX 77002

NCS- 988973

Document Title: ASSIGNMENT AND ASSUMPTION OF AQUATIC LANDS
COMMERCIAL LEASE AND ASSIGNMENT AND ASSUMPTION
OF AQUATIC LANDS OUTFALL EASEMENT

Grantor: EQUILON ENTERPRISES LLC d/b/a SHELL OIL PRODUCTS US

Grantee: HOLLYFRONTIER PUGET SOUND REFINING LLC

Abbreviated Legal Description: Portion of Fidalgo Bay Bedlands Adjacent to Sections 20
and 29 Township 35 North Range 2 East W.M.

Full Legal Description: See Exhibit B attached

Assessor's Tax Parcel Nos.: No parcel number per the Skagit County Assessor's Office

Reference Nos. of Documents Released or Assigned: See Exhibit A attached

This Assignment and Assumption of Aquatic Lands Commercial Lease and Assignment and Assumption of Aquatic Lands Outfall Easement Agreement (this "*Assignment*") is executed and made effective as of the 1st day of November, 2021, by and between EQUILON ENTERPRISES LLC d/b/a SHELL OIL PRODUCTS US, a Delaware limited liability company ("*Assignor*"), and HOLLYFRONTIER PUGET SOUND REFINING LLC, a Delaware limited liability company, ("*Assignee*"). Assignor and Assignee are referred to individually as a "*Party*," and collectively, as the "*Parties*."

RECITALS

WHEREAS, Assignor has agreed to assign or cause to be assigned to Assignee, (1) all of its right, title and interest in and to the lease and easement agreement described in the Schedule of leases and easements in Exhibit A attached hereto and made a part hereof for the properties legally described on Exhibit B attached hereto and made a part hereof (collectively, the "*Real Property Interests*"); and

WHEREAS, Assignee desires to accept the assignment of such Real Property Interests and assume the obligations related thereto; and

WHEREAS, the Parties desire to enter into this Assignment to effect such assignment and assumption.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. As of the Effective Time, Assignor hereby irrevocably assigns, transfers and delivers to Assignee and Assignee hereby accepts from Assignor all of Assignor's right, title and interest in and to the Real Property Interests TO HAVE AND TO HOLD (together with, by way of substitution and subrogation, all rights of warranty and contractual representations or covenants of any kind or nature held by Assignor against any prior vendor or other third party) and Assignee shall be entitled to all rights and benefits accruing to Assignor thereunder and assumes and agrees to perform all covenants, duties and obligations of Assignor under the Real Property Interests arising on or after the Effective Time.

2. This Assignment, and all claims or causes of action (whether at law, in contract or in tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance hereof, shall be governed by the laws of the State of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Washington.

3. The provisions of this Assignment shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Assignment, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Assignment and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

4. This Assignment may be executed simultaneously in one or more counterparts (including by means of signature pages delivered by facsimile transmission or electronic mail), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. Facsimile or scanned and emailed transmission of any signed original document or retransmission of any signed facsimile or scanned and emailed transmission will be deemed the same as delivery of an original. At the request of any Party, the Parties will confirm facsimile or scanned and emailed transmission by signing a duplicate original document.

5. This Assignment shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Assignee, its heirs, successors and assigns, shall have and hold the Real Property Interests in full ownership forever.

6. This Assignment may only be amended, modified or supplemented by the Parties hereto pursuant to an instrument in writing signed by each of the Parties hereto. Nothing in this Assignment is intended to create any third party beneficiary rights in any person.


[Signature pages follow.]

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth in the notarial acknowledgment below, but effective as of the Effective Time.

ASSIGNOR:

EQUILON ENTERPRISES LLC

d/b/a Shell Oil Products US, a Delaware limited liability company

By: 
 Name: Anna L. McNew
 Title: Agent and Attorney-in-Fact

STATE OF TEXAS

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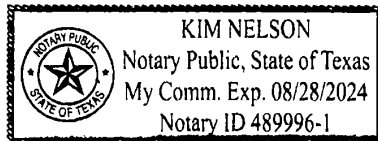
COUNTY OF HARRIS

On this 28th day of October, 2021, before me, the undersigned, personally appeared Anna L. McNew, Agent and Attorney-in-Fact for **EQUILON ENTERPRISES LLC** d/b/a Shell Oil Products US, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)


 Notary Public



[Signature page to Assignment and Assumption Agreement to Aquatic Lands Lease and Easement]

ACKNOWLEDGED AND ACCEPTED by Assignee on the date set forth in the notarial acknowledgment below, but effective as of the Effective Time.

ASSIGNEE:

HOLLYFRONTIER PUGET SOUND REFINING LLC, a Delaware limited liability company

By: 

Name: Valerie Pompa

Title: Senior Vice President, Refining Operations

STATE OF TEXAS

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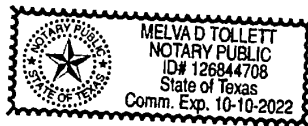
COUNTY OF Dallas

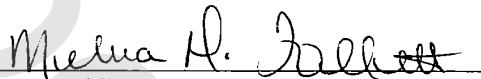
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On this 27 day of October, 2021, before me, the undersigned, personally appeared Valerie Pompa, Senior Vice President, Refining Operations for **HOLLYFRONTIER PUGET SOUND REFINING LLC**, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)




Notary Public

[Signature page to Assignment and Assumption Agreement to Aquatic Lands Lease and Easement]

EXHIBIT A**SCHEDULE OF LEASES AND EASEMENTS**

1. Aquatic Lands Commercial Lease No. 20-A12561 by and between Equilon Enterprises LLC d/b/a Shell Oil Products US (as lessee) and The State of Washington, acting through the Department of Natural Resources (as lessor), expiring August 31, 2034, recorded with the Skagit County Auditor on October 20, 2021 under Auditor's Number 202110200099 (the "*Aquatic Lease*").
2. Aquatic Lands Outfall Easement No. 51-076264 granted by The State of Washington, acting through the Department of Natural Resources (as lessor), to Equilon Enterprises LLC d/b/a Shell Oil Products US (as lessee), dated August 24, 2004 and expiring August 31, 2034, recorded with the Skagit County Auditor on October 20, 2021 under Auditor's Number 202110200100 (the "*Aquatic Easement*").

EXHIBIT B**LEGAL DESCRIPTION OF REAL PROPERTY INTERESTS****AQUATIC LEASE:**

PORTION OF FIDALGO BAY BEDLANDS ADJACENT TO SECTIONS 20 AND 39 TOWNSHIP 35 NORTH RANGE 2 EAST W.M. COMMENCING AT THE USC AND GS MONUMENT KNOWN AS MARCH POINT 2 WITH A NORTHING OF 551,919.827 FEET AND AN EASTING OF 1,222,390.146 FEET, BASED ON THE WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE 83 (1991), BASIS OF BEARING BEING NORTH 72° 08' 43" WEST TO A RED BRICK STACK HAVING A PID NUMBER OF TR 1905; THENCE NORTH 56° 56' 34" WEST FROM SAID MARCH POINT 2, A DISTANCE OF 5439.45 FEET; THENCE SOUTH 86° 03' 14" WEST A DISTANCE OF 277.95 FEET TO A POINT HEREFTER REFERRED TO AS POINT "A"; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 3442.49 FEET TO A POINT ON THE LINE OF EXTREME LOW WATER IN FIDALGO BAY AND THE TRUE POINT OF BEGINNING; THENCE NORTH 3° 56' 46" WEST A DISTANCE OF 3442.49 FEET, MORE OR LESS, TO THE AFOREMENTIONED POINT "A"; THENCE NORTH 86° 03' 14" EAST A DISTANCE OF 277.95 FEET; THENCE NORTH 3° 56' 46" WEST A DISTANCE OF 773.30 FEET; THENCE NORTH 78° 10' 20" WEST A DISTANCE OF 538.63 FEET; THENCE NORTH 83° 16' 51" WEST A DISTANCE OF 853.99 FEET; THENCE SOUTH 00° 00' 00" EAST A DISTANCE OF 639.34 FEET; THENCE SOUTH 78° 23' 04" EAST A DISTANCE OF 956.65 FEET; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 183.30 FEET; THENCE NORTH 86° 03' 14" EAST A DISTANCE OF 167.95 FEET; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 2308.54 FEET; THENCE SOUTH 86° 03' 17" WEST A DISTANCE OF 36.09 FEET; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 140.28 FEET; THENCE NORTH 86° 03' 14" EAST A DISTANCE OF 22.09 FEET; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 111.80 FEET; THENCE NORTH 86° 03' 14" EAST A DISTANCE OF 14.00 FEET; THENCE SOUTH 3° 56' 46" EAST A DISTANCE OF 889.12 FEET TO SAID LINE OF EXTREME LOW WATER; THENCE NORTH 74° 03' 14" EAST ALONG SAID LINE, A DISTANCE OF 34.86 FEET TO A POINT WHICH LIES SOUTH 3° 56' 46" EAST FROM THE AFOREMENTIONED POINT "A", AND THE TRUE POINT OF BEGINNING. CONTAINING 26.34 ACRES, MORE OR LESS.

AQUATIC EASEMENT:

PORTION OF FIDALGO BAY BEDLANDS ADJACENT TO SECTIONS 20 AND 39 TOWNSHIP 35 NORTH RANGE 2 EAST W.M. A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE USC AND GS MONUMENT KNOWN AS MARCH POINT 2 WITH A NORTHING OF 551,919.827 FEET AND AN EASTING OF 1,222,390.146 FEET, BASED ON THE WASHINGTON STATE COORDINATE SYSTEM NORTH ZONE 83 (1991), BASIS OF BEARING BEING NORTH 72° 08' 43" WEST TO A RED BRICK STACK HAVING A PID NUMBER OF TR 1905; THENCE NORTH 56° 56' 34" WEST FROM SAID MARCH POINT 2, A DISTANCE OF 5439.45 FEET; THENCE NORTH 31° 17' 32" WEST A DISTANCE OF 527.96.95 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED CENTER LINE; THENCE SOUTH 2° 42' 03" EAST A DISTANCE OF 203.47 TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4.60 FEET; THENCE SOUTHERLY, FOLLOWING SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89° 43' 11", AN ARC DISTANCE OF 7.20 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87° 01' 08" WEST A DISTANCE OF 55.21 FEET; THENCE SOUTH 3° 56' 43" EAST A DISTANCE OF 2570.52 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14.00 FEET; THENCE SOUTHERLY, FOLLOWING SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88° 01' 59", AN ARC DISTANCE OF 21.51 FEET TO THE END OF SAID CURVE; THENCE SOUTH 84° 05' 16" WEST A DISTANCE OF 8.29 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY, FOLLOWING SAID

[Exhibit B to Real Property Interests Assignment and Assumption Agreement]

CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $88^{\circ} 01' 59''$, AN ARC DISTANCE OF 23.05 FEET TO THE END OF SAID CURVE; THENCE SOUTH $3^{\circ} 56' 43''$ EAST A DISTANCE OF 75.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHERLY, FOLLOWING SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $88^{\circ} 45' 39''$, AN ARC DISTANCE OF 23.24 FEET TO THE END OF SAID CURVE; THENCE NORTH $87^{\circ} 17' 37''$ EAST A DISTANCE OF 7.69 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 14.23 FEET; THENCE SOUTHERLY, FOLLOWING SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $88^{\circ} 45' 39''$, AN ARC DISTANCE OF 22.04 FEET TO THE END OF SAID CURVE; THENCE SOUTH $3^{\circ} 56' 43''$ EAST A DISTANCE OF 1006.45 FEET, MORE OR LESS, TO THE LINE OF EXTREME LOW WATER IN FIDALGO BAY AND THE END OF SAID DESCRIBED CENTER LINE. CONTAINING 0.92 ACRES, MORE OR LESS.