

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 EASEMENTS

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

Grantee: HOLLYFRONTIER PUGET SOUND REFINING LLC

Abbreviated Legal Description: Sections 29, 32, and 33 in Township 35 North, Range 2 East W.M.

Full Legal Description: See Exhibit A attached

Full List of Easements: See Exhibit B attached

Assessor's Tax Parcel Nos.: P33442/350232-0-004-0005; P112036/350232-0-004-0100;
P33444/350232-0-006-0003; P33443/350232-0-005-0004; P32992/350227-0-008-0008;
P33446/350232-0-008-001; P135656/350232-1-000-0000

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

This **Assignment and Assumption of Easements** (this "**Assignment**") is executed and made effective as of the 1st day of November, 2021 (the "**Effective Date**"), 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, all of its right, title and interest in and to the easements described in Exhibit B (collectively, the "**Easements**"); and

WHEREAS, Assignee desires to accept the assignment of such Easements 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 Easements 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 Easements 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 Easements in full ownership forever.

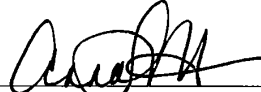
6. This Assignment may only be amended, modified or supplemented by the Parties hereto pursuant to an instrument in writing signed by each of the Parties hereto. Nothing in this Assignment is intended to create any third party beneficiary rights in any person.

[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

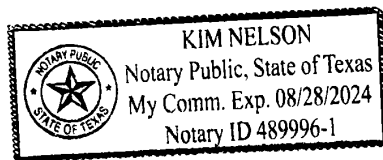
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COUNTY OF HARRIS

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 of Easements]

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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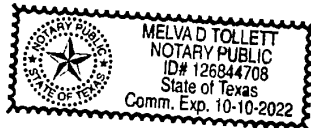
COUNTY OF Dallas

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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 of Easements]

EXHIBIT A**LEGAL DESCRIPTION OF EASEMENTS****VOLUME 289, PAGE 601 / AUDITOR'S NUMBER 556824:**

A Tract of Land in the north one-half of Government Lot 7, Section 32, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point on the south line of said subdivision 90.53 feet west of the southeast corner thereof; thence North 0 Degrees 40' West parallel to the center line of the Great Northern Railway Company spur track into the Shell Oil Company Plant 220.1 feet; thence North 89 Degrees 6' West 491.3 feet to a point 40.33 feet east of the easterly right-of-way line of the County Road (March's Point and Burroughs Bay Road); thence South 6 degrees 24' East parallel to said Road right-of-way line 40.3 feet to the north line of M.G. Munk's property; thence South 89 degrees 6' East along the North line of said Munk's property and the projection thereof 427.3 feet to a point 25.0 feet east of the center line of the said spur track; thence South 0 Degrees 40' East 180.01 feet to the south line of said subdivision; thence South 89 degrees 18' 45" East along said subdivision line 60.0 feet to the point of beginning.

AUDITOR'S NUMBER 558061:

A strip of land ten feet wide laying immediately east of and parallel to the east right-of-way line of the March's Point-Burrows Bay Road, within Government Lots 6 and 7, Section 32, Township 35 N, Range 2 E, W.M. terminated on the south at a point on said right-of-way line, bearing S 68 degrees 40' W from Great Northern Railway Company Sta. 393 plus 94, and terminated on the north at a point on said right-of-way line 140 feet south of the north line of the south half of said Government Lot 7, excluding therefrom the portion of the land owned by the Great Northern Railway Company.

AUDITOR'S NUMBER 540992:

A strip of land 80 feet wide, the easterly line of which is the westerly line of the new County road known as March's Point and Burrows Bay Road; the southern boundary of said 80 foot strip being a line 80 feet long lying N 89 Degrees 33' W from a point in Government Lot 7 in Section 32, T 35 N, R 2 E, W.M., which point is in the west right-of-way line of said new County road and is 403.2 feet north along the east line of said Lot 7, which bears N 0 degrees 49' E and thence west 587.4 feet along a line that is parallel to the south line of said Lot 7 which bears N 89 degrees 33' W to said point; said 80 foot strip runs from the southern boundary described above in a northerly direction along the westerly line of said new County road to the north boundary line of Tideland Tract 5 and the projection easterly thereof as shown on Plate No. 14, Tide and Shore Lands of Section 29, Township 35 North, Range 2 East, W.M., Anacortes Harbor, of record in the office of the State Land Office of the State of Washington; Excepting, however, any land located within said 80 strip that is not owned by grantor.

AUDITOR'S NUMBER 546038:

A strip of land 100 feet in width being 50 feet on each side of the following described center line, to wit:

Beginning at a point on the center line of the county road in government lot 7, section 32, township 35 north, range 2 east, W.M., 501.87 feet north and 583.86 feet west of the southeast corner of said government lot 7, the east line of government lot 7 bears north 0 degrees 49' east; thence south 49 degrees 26' 30' east 550 feet, more or less, to the west right of way line of the Great Northern Railroad Company railroad spur running into the Shell Oil Company's Refinery.

[Exhibit A to Assignment and Assumption of Easements]

AUDITOR'S NUMBER 548413:

A strip of land 100.00 feet in width in the south half of Government Lot 7, Section 32, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at the intersection of the north line of said subdivision with the west right of way line of the Great Northern Railway Co. spur running into the Shell Oil Co. Refinery; thence running southwardly along said railroad right of way 40.01 feet to a point of beginning; thence continuing southwardly along said right of way line 100.03 feet; thence N 89 Degrees 18' 45" W parallel to the north line of said subdivision to a point on the east right of way line of March's Point and Burrows Bay Road; thence N 12 Degrees 21' 30" W along the east right of way line of March's Point and Burrows Bay Road 82.65 feet to a point; thence with a curve to the right with a radius of 17.7 feet to a point 20.0 feet east of said right of way line; thence S. 89 Degrees 18' 45" E to the west right of way line of the Great Northern Railway Co. spur running into Shell Oil Co. Refinery, the point of beginning.

[Exhibit A to Assignment and Assumption of Easements]

EXHIBIT B**LIST OF EASEMENTS**

GRANTOR	GRANTEE	DOCUMENT NAME	DOCUMENT DATE	RECORDING INFORMATION
SHELL OIL COMPANY	THE TEXAS COMPANY	EASEMENT AGREEMENT	8/23/1957	VOLUME 289, PAGE 601, AUDITOR'S NO. 556824
GERALD L. MUNKS	THE TEXAS COMPANY	RIGHT-OF-WAY DEED (CORRECTION DEED)	10/15/1957	AUDITOR'S NO. 558061
THE PACIFIC TOW BOAT COMPANY	THE TEXAS COMPANY	RIGHT-OF-WAY DEED	8/10/1956	AUDITOR'S NO. 540992
GERALD L. MUNKS	THE TEXAS COMPANY	RIGHT-OF-WAY DEED	10/11/1956	AUDITOR'S NO. 546038
GERALD L. MUNKS	THE TEXAS COMPANY	RIGHT-OF-WAY DEED	3/4/1957	AUDITOR'S NO. 548413

[Exhibit B to Assignment and Assumption of Easements]