

FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
Stewart Title Guaranty Company  
Attn: Vicki Coats  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
File No. T2016-470

  
201804160188  
Skagit County Auditor  
4/16/2018 Page 1 of 7 \$80.00  
7 4:14PM

*Land Title and Escrow*  
01-166734-5

SEND TAX STATEMENTS TO:  
West Side Logging, L.L.C.  
PO Box 2789  
Bellingham, Washington 98227-2789  
Attention: Robert C. Nielsen

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20181529  
APR 16 2018  
Amount Paid \$ 11,664.<sup>00</sup>  
Skagit Co. Treasurer  
By *ADM* Deputy

**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**GRANTEE:** WEST SIDE LOGGING, L.L.C., a Washington limited liability company  
**COUNTY:** SKAGIT  
**ABBREVIATED LEGAL:** PTN SW SW, 26-33-6, PTN GOV. LOT 8, 27-33-6, PTN GOV.  
LOT 1, 35-33-6, TRACTS A, B, C, LAKE CAVANAUGH  
SUBDIV NO. 2, TRACT A, LAKE CAVANAUGH SUBDIV. NO.  
3  
**ASSESSOR PARCEL #:** 330626-3-001-0008 (P18450); 330627-3-001-0007 (P18456);  
330635-0-001-0003 (P18488); 3938-003-199-0006 (P66776); and  
3939-003-098-0007 (P67021)

**BARGAIN AND SALE DEED**

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to  
Weyerhaeuser Columbia Timberlands, LLC, a Delaware limited liability company, successor by  
merger to Longview Timberlands, LLC, a Delaware limited liability company, whose address is  
220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor") for valuable consideration,  
receipt of which is hereby acknowledged, does hereby bargain, sell and convey its interest in the  
real property described on **Exhibit "A"** attached hereto and by this reference made a part hereof  
(herein the "Property") to WEST SIDE LOGGING, L.L.C., a Washington limited liability  
company, whose address is PO Box 2789, Bellingham, Washington 98227-2789, Attention:  
Robert C. Nielsen ("Grantee").

**RESERVING UNTO GRANTOR, for itself and its successors and assigns, all interest in oil, gas, and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; industrial minerals including, without limitation, silica, diatomaceous earth and heavy minerals (such as ilmenite, rutile and zircon); ores; coal; lignite; ornamental stone and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible to commercial exploitation, sand and gravel excluded (collectively "Mineral Resources"), in or upon the Property, together with the usual and customary rights of ingress and egress to and from said lands, as required by Grantor in Grantor's reasonable discretion, for the purpose of exploring for such Mineral Resources by any and all means, and for developing, producing, extracting, or removing therefrom by any means now in use or hereafter developed all such Mineral Resources without any obligation to provide lateral or subjacent support, and to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced; provided, however, that Grantee and Grantee's heirs, successors, and assigns, shall be compensated for any injury or damage to the surface of the Property or to the crops or improvements thereon caused by the exercise of any rights herein reserved in accordance with applicable statutory law.**

Grantee acknowledges that the Property conveyed herein is adjacent or near to Grantor's timberlands and may be subject to conditions resulting from Grantor's commercial forestry operations on said lands. Such operations include management and harvesting of timber, disposal of slash (including, without limitation, slash burning and other controlled burning), reforestation, application of chemicals, road construction and maintenance, transportation of forest products, and other accepted and customary forest management activities conducted in accordance with federal and state laws. Said forest management activities ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Grantee's use of the Property. Grantee, its heirs, successors and assigns hereby waive all common-law rights to object to normal, necessary and non-negligent forest management activities legally conducted on Grantor's property. Grantee, its heirs, successors and assigns will not object to the application of chemicals, including, without limitation, pesticides and herbicides, on Grantor's property. It is intended and agreed by the parties that this covenant shall be a part of the Deed, described herein, and of the public record and forever remain a covenant with the Property or hereafter adjacently acquired property by Grantee, and any party acquiring an interest in said property shall be bound by the terms of the covenant.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the real estate; and to all additional easements, reservations, restrictions, rights-of-way, encumbrances and water rights, if any, apparent or of record; and further

SUBJECT TO:

(i) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the recordation of this deed;

(ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting navigable rivers;

(v) all easements, rights-of-way, water rights, licenses and other such similar encumbrances apparent or of record;

(vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;

(viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character;

(ix) any loss or claim due to lack of access to any portion of the Property;

and

FURTHER SUBJECT TO THE FOLLOWING:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Pulp and Timber Co., a corporation
Purpose:	Right of way
Recorded:	October 3, 1945
Auditor's No.:	383721

B. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat:	Lake Cavanaugh Subdivision No. 2
Recorded:	September 30, 1946
Auditor's No.:	396262 (Volume 5 of Plats, page 49)

C. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat: Lake Cavanaugh Subdivision No. 3  
Recorded: July 19, 1948  
Auditor's No.: 420716 (Volume 6 of Plats, page 26)

D. ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded: June 28, 2002  
Auditor's No.: 200206280180

E. ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded: November 6, 2008  
Auditor's No.: 200811060105

F. MEMORANDUM OF TIMBER HARVEST AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded: November 6, 2008  
Auditor's No.: 200811060106

G. FIRST AMENDMENT OF CONSENT AND SUBORDINATION OF TIMBER AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded: July 1, 2009  
Auditor's No.: 200907010071

NOTICE OF CONTINUING OBLIGATIONS INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF:

Recorded: November 20, 2008  
Auditor's No.: 200811200090

H. Any adverse claim based upon the assertion that:

- a) Said land or any part thereof is now or at any time has been below the ordinary high water mark of the unnamed creeks;
- b) Some portion of said land has been created by artificial means or has accreted to such portion so created;
- c) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the unnamed creeks or has been formed by accretion to any such portion.

TO HAVE AND TO HOLD the same unto the said Grantee and unto her successors and assigns forever, with all appurtenances thereunto belonging.

Grantor covenants with Grantee that it will forever warrant and defend said title to said lands against all lawful claims and encumbrances done or suffered by it, but against none other.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



**Exhibit "A"**

Legal Description of the Property  
Skagit County, Washington

Situate in the County of Skagit, State of Washington

PARCEL "A":

The Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 33 North, Range 6 East, W.M.,

EXCEPT that portion, if any, lying within the boundaries of the as built and existing County road commonly known as the South Shore Drive.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  and the South  $\frac{1}{2}$  of Government Lot 8, all in Section 27, Township 33 North, Range 6 East, W.M.,

EXCEPT roads, if any.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of Government Lot 1 of Section 35, Township 33 North, Range 6 East, W.M., lying Southerly of the Southerly line of the Plat of "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 2," as per plat recorded in Volume 5 of Plats, pages 49 through 54, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

Tracts A, B and C, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 2," as per plat recorded in Volume 5 of Plats, pages 49 through 54, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

Tract A, "LAKE CAVANAUGH SUBDIVISION, DIVISION NO. 2," as per plat recorded in Volume 5 of Plats, pages 49 through 54, inclusive, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington