

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. T2017-555



**201806180124**

06/18/2018 11:57 AM Pages: 1 of 5 Fees: \$103.00  
Skagit County Auditor

*Land Title and Escrow*

*01-167413-S*

SEND TAX STATEMENTS TO:

Nancy A. Shimeall  
6634 159<sup>th</sup> Avenue NE  
Redmond, WA 98052

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
*2018 2628*  
JUN 18 2018

Amount Paid \$ *2,799.68*  
Skagit Co. Treasurer  
By *nam* Deputy

**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**GRANTEE:** NANCY A. SHIMEALL, an individual  
**COUNTY:** Skagit County, Washington  
**ABBREVIATED LEGAL:** E2SE4 Sec. 20, 35N, 7E, Skagit County, Washington  
**ASSESSOR PARCEL #:** P43072

**BARGAIN AND SALE DEED**

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, which was successor by merger to Weyerhaeuser Columbia LLC, which was successor by merger to Longview Fibre 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 NANCY A. SHIMEALL, an individual, whose address is 6634 159<sup>th</sup> Avenue NE, Redmond, WA 98052 ("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 (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.

In addition to the foregoing, Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns forever, an undivided one-half interest in all aggregate resources including, without limitation, sand, gravel, granite, basalt, limestone and dolomitic limestone situated in, on or under the Property as to which Grantor owns the same (the "Aggregate Resources Reservation"). This Aggregate Resources Reservation expressly excepts and excludes sand, gravel, granite, basalt, limestone and dolomitic limestone or like aggregates extracted for Grantee's own use for road building and maintenance on the Property, and creates a passive interest in favor of Grantor and does not entitle Grantor, or require Grantee to produce any such material, and is without right of entry.

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 Property being classified as Classified Forest Lands and subject to the provisions of RCW 84.33, which include the requirement of a continuation of restricted use in order to continue the present assessment rate;

SUBJECT TO reservations and recitals contained in the deed and the terms and conditions thereof recorded August 14, 1956, Auditor's No. 540077;

SUBJECT TO reciprocal forest road easement and the terms and conditions thereof recorded March 11, 1994, Auditor's No. 9403110057, assignment and assumption agreement for access rights, including terms, covenants and provisions recorded November 6, 2008, Auditor's No. 200811060105;

SUBJECT TO matters disclosed by record of survey recorded January 25, 2005, Auditor's File no. 200501250003; and

SUBJECT TO memorandum of timber harvest agreement and the terms, covenants and provisions thereof, recorded December 28, 2006, Auditor's No. 200612280075.

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.

DATED the 15 day of June, 2018.

[Signature page follows]



**Exhibit "A"**

Legal Description of the Property

Skagit County, Washington

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 20, Township 35 North, Range 7 East, W.M.

Situate in the County of Skagit, State of Washington.