

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. T2019-182


201906120073
06/12/2019 03:21 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

SEND TAX STATEMENTS TO:
Bark Beaters, LLC
P.O. Box 383
Onalaska, Washington 98570

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20192277
JUN 12 2019

Amount Paid \$ 512.20
Skagit Co. Treasurer
By MA Deputy

Land Title 01-168967-S

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: BARK BEATERS, LLC, a Washington limited liability company
COUNTY: SKAGIT
ABBREVIATED LEGAL: Ptn Sec. 21, T35N, R7E, W.M.
ASSESSOR PARCEL #: 350721-4-001-0016

BARGAIN AND SALE DEED

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, which was successor by merger to Longview Timberlands, LLC, 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 BARK BEATERS, LLC, a Washington limited liability company, whose address is P.O. Box 383, Onalaska, Washington 98570 ("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; aggregate resources including, without limitation, sand, gravel, granite, basalt, limestone and dolomitic limestone; base and precious metals; industrial minerals including, without limitation, silica, diatomaceous earth,

heavy minerals (such as ilmenite, rutile and zircon) and hydraulic fracturing (frac) sand; 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. This mineral reservation expressly excepts and excludes sand, gravel, granite, basalt, limestone, dolomitic limestone or like aggregates extracted for Grantee's own use for road building and maintenance on the Property, so long as such use does not interfere with Grantor's right to develop and produce reserved Mineral Resources.

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 Washington Notice of Continuing Obligations, terms and conditions therein, recorded November 20, 2008, under Skagit County Auditor File No. 200811200090; and

SUBJECT TO the right of the State of Washington and the Indian Tribe in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Skagit River; and

SUBJECT TO possible rights of third parties to use roads, as disclosed by Auditor's File Nos. 421927, 443682, 421928, 423118, 427532, 447912, 473672, 586483, 419698 and 592784, records of Skagit County, Washington; and

SUBJECT TO an Easement and the terms and conditions thereof, granted to Hurn Shingle Company, Inc. for Forestry road easement, dated February 10, 1994 and recorded March 11, 1994 Auditor's No. 9403110057; and

SUBJECT TO an Assignment and Assumption Agreement for Access Rights, terms and conditions therein, recorded November 6, 2008, under Skagit County Auditor File No. 200811060105; and

SUBJECT TO matters disclosed by Record of Surveys recorded March 6, 1990 under Recording No. 9003030120, December 21, 1993 under Recording No. 9312210094, and September 10, 1996 under Recording No. 9609100058.

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 29th day of May, 2019.

[Signature page follows]

Exhibit "A"

Legal Description of the Property

Skagit County, Washington

Government Lots 7 and 10, and the Southeast quarter (SE1/4) of Section 21, Township 35 North, Range 7 East, W.M., Skagit County, Washington;

EXCEPT that certain 100-foot strip over and across said Government Lot 7 as conveyed to Puget Sound and Cascade Railway Company, a corporation, by deed dated May 15, 1923, and recorded January 10, 1927, under Auditor's File No. 204773, records of Skagit County, Washington;

AND EXCEPT any portion lying within the present or former bed of the Skagit River;

AND ALSO, EXCEPT that portion thereof lying within the South Skagit Highway.

Situate in the County of Skagit, State of Washington.