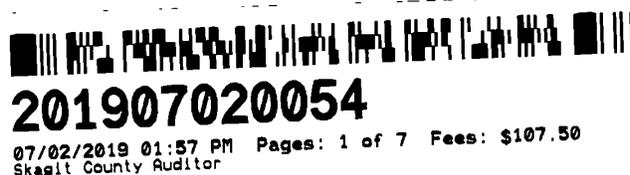


FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
Stewart Title Guaranty Company  
Attn: Vicki Coats  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
File No. T2018-710



SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20192733  
JUL 02 2019

Amount Paid \$ 20831.00  
Skagit Co. Treasurer  
By *BT* Deputy

SEND TAX STATEMENTS TO:  
Attn: Gary Swaner II  
P.O. Box 997  
Bellingham, Washington 98227

GUARDIAN NORTHWEST TITLE CO.

116738

**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation

**GRANTEE:** GOODYEAR NELSON TIMBERLAND ONE, INC., a Delaware corporation, as to twenty-five point seventy-six percent interest (25.76%), GOODYEAR NELSON TIMBERLAND TWO, INC., a Delaware corporation, as to twenty-eight point ninety percent interest (28.90%), GOODYEAR NELSON TIMBERLAND THREE, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), GOODYEAR NELSON TIMBERLAND FOUR, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), all as tenants in common

**COUNTY:** SKAGIT

**ABBREVIATED LEGAL:** S1/2NW1/4 of Sec. 17, T35N, R8E, W.M. and Ptn. of Gov't Lot 4, E1/2SW1/4, N1/2SW1/4 and SW1/4SE1/4 of Sec. 18, T35N, R8E, W.M.

**ASSESSOR PARCEL #:** 350818-3-001-0012 (P44040); 350817-2-001-0007 (P44015)

### 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 GOODYEAR NELSON TIMBERLAND ONE, INC., a Delaware corporation, as to twenty-five point seventy-six percent interest (25.76%), GOODYEAR NELSON TIMBERLAND TWO, INC., a Delaware corporation, as to twenty-eight point ninety percent interest (28.90%), GOODYEAR NELSON TIMBERLAND THREE, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), GOODYEAR NELSON TIMBERLAND FOUR, INC., a Delaware corporation, as to twenty-two point sixty-seven percent interest (22.67%), all as tenants in common, whose address is P.O. Box 997, Bellingham, Washington 98227 ("Grantee").

RESERVING UNTO GRANTOR, for itself and its successors and assigns, an undivided one-half 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. This mineral reservation 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. 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.

RESERVING UNTO GRANTOR, for itself and its successors and assigns, for a period of five (5) years from the date hereof, all timber, standing or down, and ingress and egress to said timber, which is located on that portion of the Property described as the S1/2NW1/4 of Section 17, Township 35 North, Range 8 East, W.M., Skagit County, Washington.

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 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 those title encumbrances described on **Exhibit "B"** attached hereto and incorporated herein by this reference.

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 28 day of June, 2019



**Exhibit "A" to the Deed**

Legal Description of the Property

Skagit County, Washington

**PARCEL 24A:**

The South 1/2 of the Northwest 1/4, Section 17, Township 35 North, Range 8 East, W.M.

**Parcel 24B:**

That portion of Government Lot 4 lying South of the centerline of Finney Creek; and

The East 1/2 of the Southwest 1/4; the North 1/2 of the Southeast 1/4; and the Southwest 1/4 of the Southeast 1/4, Section 18, Township 35 North, Range 8 East, W.M.

**Exhibit "B" to the Deed**

Title Encumbrances

**A. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: State of Washington  
Recorded: August 3, 1993  
Auditor's No. 9308030025  
Purpose: A permanent easement upon, over and along rights-of-way  
Area Affected: Parcel 24A and Parcel 24B and includes other property

Said Easement was assigned by document recorded as Auditor's File NO. 200811060105.

**B. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: David G. Chamberlain and Randy R. Bartelt  
Recorded: July 9, 1993  
Auditor's No. 9307090028  
Purpose: Forestry and easement  
Area Affected: Parcel 24B

**C. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:**

Between: Dewey Smith and Dorothy Smith, his wife  
And: Georgia Pacific Corporation  
Dated: February 13, 1973  
Recorded: October 31, 1973  
Auditor's No.: 792754  
Regarding: Easement of road, together with terms and provisions as  
contained within the instrument  
Area Affected: Parcel 24A and Parcel 24B

Said Easement was assigned by document recorded as Auditor's File No. 200811060105.

**D. EASEMENT, INCLUDING TERMS AND PROVISIONS THEREOF:**

Grantee: San Juan Cellular Limited Partnership  
Recorded: August 1, 1995  
Auditor's No. 9508010019  
Purpose: Road and buried utilities  
Area Affected: 60 foot wide portions of Parcels 24A and 24B

**E. AGREEMENT, AND THE TERMS AND PROVISIONS THEREOF:**

Between: Lincoln Timber, LLC  
 And: Mid-Valley Resources, Inc.  
 Dated: June 27, 2002  
 Recorded: June 28, 2002  
 Auditor's No.: 200206280180  
 Regarding: Access to portions of the subject property

**F. MEMORANDUM OF TIMBER HARVEST AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:**

Between: Longview Timber Corp., a Delaware corporation  
 And: Longview Timberlands LLC, a Delaware limited liability company  
 Dated: October 28, 2008  
 Recorded: November 6, 2008  
 Auditor's No.: 200811060106

Said Agreement may have expired by its terms though it did include renewal options. An amendment to said Agreement was recorded as Auditor's File No. 200907010071.

**G. NOTICE AND THE TERMS AND CONDITIONS THEREOF:**

Between: Mid-Valley Resources, Inc.  
 And: Longview Timberlands, LLC  
 Recorded: November 20, 2008  
 Auditor's No.: 200811200090

**H. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES AND ENCROACHMENTS, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:**

Name: Survey  
 Recorded: September 12, 2014  
 Auditor's No.: 201409120065

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

Said Survey shows the West line of the East 1/2 of the Southwest 1/4 of said Section 18.

**I. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.**

River/Creek: Finney Creek

Due to the meanderings of Finney Creek the Company cannot determine if the portion of Government Lot 4 described as a portion of Parcel 24B actually abuts the remainder of Parcel 24B or not