

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
First American Title Insurance Company
Attn: Laura Johnson
920 Fifth Avenue, Suite 1200
Seattle, WA 98104
File No. T0210224423

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
Affidavit No. 2021-3647
Aug 06 2021
Amount Paid \$4410.50
Skagit County Treasurer
By Heather Beauvais Deputy

SEND TAX STATEMENTS TO:

Michael & Delaine Walsh
26937 Helmick Road
Sedro Woolley, WA 98284

First American Title Company
NCS-1056000 (7)

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation

GRANTEE: MICHAEL WALSH and DELAINE WALSH, a married couple

COUNTY: SKAGIT

ABBREVIATED LEGAL: Gov't Lot 4, E1/2SW1/4 of Sec. 19 and Mining claim known as "Legal Tender" Patent, recorded under Auditor's File No's. 42445 and 569065, located in Sections 19 and 30, all in T35N, R7E, W.M.

ASSESSOR PARCEL #: P43043/350719-3-001-0012; 100000-0-180-0000.

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 MICHAEL WALSH and DELAINE WALSH, a married couple, whose address is 26937 Helmick Road, Sedro Woolley, WA 98284 ("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 or may be adjacent to Grantor's timberlands and may be subject to conditions resulting from Grantor's commercial forestry operations and mineral operations on said adjacent 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, and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom. Said 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 management activities legally conducted on Grantor's adjacent property. Grantee, its heirs, successors and assigns will not object to the legal application of chemicals, including, without limitation, pesticides and herbicides, on Grantor's adjacent property. It is intended and agreed by the parties that this covenant shall be a part of this deed, 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 conveyance of the Property herein is 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, reservations, restrictions, 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 possible rights of third parties to use roads, as disclosed by Auditor's File No.'s 421927, 443682, 421928, 423118, 447912, 473672, 586483, 419698 and 592784; and

SUBJECT TO reservations contained in Deed executed by Hamilton Coal and Development Company, the Bank of California, N.A., as Trustee of the Estate of John Haddon Slipper, deceased, and Fred G. Slipper and Gertrude, and Hugh L. English and Alice E. Doan, recorded April 4, 1960 under Auditor's File No.'s 592780, 592781, 592782; and

SUBJECT TO an Agreement and the terms and provisions thereof between Hamilton Coal and Development Company and Puget Sound Pulp and Timber, recorded 04/04/1960 as Auditor's File No. 592784; and

SUBJECT TO an Easement, affecting a portion of subject property for the purpose of "right of use of roads" including terms and provisions thereof granted to Puget Sound Pulp and Timber, recorded 04/4/1960 as Auditor's File No. 592783; and

SUBJECT TO an Easement and right-of-way for a roadway known as the Cumberland Creek Roads Project Number 350 and Project Number 350B, over a strip of land 66 feet in width with such additional width as required for cuts and fills as granted to the United States of America and for use of the general public by document recorded December 27, 1961, under Auditor's File No. 616101; and

SUBJECT TO an Easement for road purposes, recorded October 16, 1989 under Auditor's No. 8910160024; Assignment thereof by Weyerhaeuser Company to Grandy Lake Forest Associates Limited Partnership recorded July 12, 1990, under Auditor's File No. 9007120108; and

SUBJECT TO an Easement for road purposes in favor of Grandy Lake Forest Associates

Limited Partnership, recorded August 21, 1990 under Auditor's No. 9008210001; and

SUBJECT TO 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 named Survey recorded 12/16/1996 as Auditor's File No. 9612160087; and

SUBJECT TO an Easement for the purpose of Forestry Road, including terms and provisions thereof, granted to Crown Pacific, recorded 04/28/2007 as Auditor's File No. 9704280077; and

SUBJECT TO an Agreement regarding "Assignment and Assumption Agreement for Access Rights" and the terms and provisions thereof between Lincoln Timber, LLC and Mid-Valley Resources, Inc., recorded 06/28/2002 as Auditor's File No. 200206280180; and

SUBJECT TO Notice of Continuing Obligations, and the terms and provisions thereof, from Mid-Valley Resources, Inc. to Longview Timberlands, LLC, recorded 11/20/2008 as Auditor's File No. 200811200090; and

SUBJECT TO an Agreement regarding "Assignment and Assumption Agreement for Access Rights", and the terms and provisions thereof, between Mid-Valley Resources, Inc. and Longview Timberlands, LLC, recorded 11/06/2008 as Auditor's File No. 200811060105; and

SUBJECT TO 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 named Survey recorded 03/13/2014 as Auditor's File No. 201403130004; and

SUBJECT TO an underground or extra lateral rights, whether claimed by the "Legal Tender Iron Lode Mining" claim or other adjacent claims, if any; and

SUBJECT TO an Easement, including the terms and provisions contained therein, in favor of Mid-Valley Resources, Inc. for vehicular ingress and egress, and utility transmission line, recorded July 13, 2021 under Recording No. 202107130143; and

SUBJECT TO an Easement, including the terms and provisions contained therein, in favor of Mid-Valley Resources, Inc., recorded July 13, 2021 under Recording No. 202107130144; and

SUBJECT TO the reservations, exceptions, easements, restrictions, regulations, and rights to which said mining claim is subject under the terms and provisions of the mining laws of the United States of America and under the terms and provisions of State, local and district mining laws, rules, and regulations, including the right of the proprietor of any lode claim, the vein or lode of which has its top or apex outside of the land and which vein or lode may be found to penetrate, intersect, pass through or dip into said land through the side lines of said proprietor's lode claim, to enter the land along the dip of said vein or lode for the purpose of extracting and removing the ore therefrom; and

SUBJECT TO The terms, provisions and reservations contained in the patent from the United States of America to James Scott, recorded as Auditor's File No.'s 42445 and 569065.

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 26th day of July, 2021.

[Signature page follows]

Exhibit "A" to the Deed

Legal Description of the Property

Skagit County, Washington

Parcel 1

The East 1/2 of the Southwest 1/4 and Government Lot 4, Section 19, Township 35 North, Range 7 East, W.M., situate in Skagit County, Washington; EXCEPT that portion of said Government Lot 4, if any, lying within mining claim known as "Legal Tender" Patent, which was recorded August 13, 1958 under Auditor's File No. 569065.

Parcel 2

Patented iron lode mining claim known as "Legal Tender", Surveyor General Lot No. 371, Patent No. 31734, Certificate No. 127, recorded as Auditor's File No's. 42445 and 569065 (being located in Sections 19 and 30, Township 35 North, Range 7 East, W.M., situate in Skagit County, Washington).

EXCEPT minerals and sub-surface rights as excepted on that certain deed from The Hamilton Coal and Development Company, recorded April 4, 1960, as Auditor's File No. 591780 in Volume 308 of Deeds, Page 404.