

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Heather Beauvais
DATE 08/06/2021

DOCUMENT REFERENCE NO'S: # 616101
ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation
ASSIGNEE: MICHAEL WALSH and DELAINE WALSH, a married couple
COUNTY: SKAGIT
BENEFITED PARCEL ABBREVIATED LEGAL: Gov't Lot 4, E1/2SW1/4 of Sec. 19 and Mining claim known as "Legal Tender" Patent, recorded August 13, 1958 under Auditor's File No. 569065, located in Sections 19 and 30, all in T35N, R7E, W.M.
BENEFITED ASSESSOR PARCEL #: P43043/350719-3-001-0012; 100000-0-180-0000.

**ASSIGNMENT AND ASSUMPTION
OF EASEMENT RIGHTS** **First American Title
NCS-1056000 (5)**

This Assignment and Assumption of Easement Rights (this "Assignment"), is effective this 6th day of August, 2021, by 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, hereinafter called "Assignor" and MICHAEL WALSH and DELAINE WALSH, a married couple, whose address is 26937 Helmick Road, Sedro Woolley, WA 98284, herein referred to as "Assignee".

WITNESSETH

WHEREAS, Hamilton Coal and Development Company, Scott Paper Company, Douglas Fir Products Company, Puget Sound Pulp and Timber Company, and Bank of California as Trustee of the John Hadden Slipper Estate, reserved certain easement rights in Right-of-Way Deed to the United States, in which Assignor is a successor in interest, recorded December 27, 1962 in Volume 320, Page 518, Recording No. 616101, records of Skagit County, Washington (the "Easement"); and

WHEREAS, by that Purchase and Sale Agreement dated April 16, 2021 and certain conveyance documents executed in connection therewith, Assignee purchased from Assignor certain real property and all rights and appurtenances associated therewith located in Skagit

County, Washington and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Assignor and Assignee desire that Assignor partially assign its rights and obligations in the Easement and Assignee desires to assume the same.

NOW, THEREFORE, the parties hereto, for consideration already paid in the above said conveyance, hereby agree as follows:

1. Assignor partially assigns, transfers, and sets over to Assignee, without warranty, Assignor's right, title and interest in, to and under Assignor's access rights described in the Easement, to access the Property and none other; provided, however, that Assignor retains for itself, its successors and assigns, the rights and obligations in and to the Easement to access its property, if any.
2. Assignee hereby accepts this Assignment and assumes and agrees to be bound by and perform all obligations and liabilities arising under the Easement after the date of this Assignment.
3. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of Assignee's assumption of Assignor's rights and obligations pursuant to the Easement which arise after the date hereof. Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney's fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor's failure to perform any condition or covenant of the Easement which arose prior to the date hereof.
4. This Assignment shall be interpreted and construed under the laws of the State of Washington.

[Signatures on the following two pages]

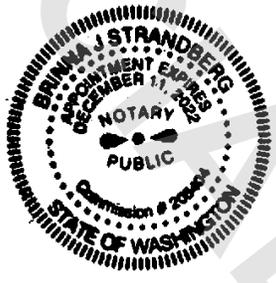
ASSIGNEE:
By: *Michael Walsh*
Michael Walsh

By: *Delaine Walsh*
Delaine Walsh

STATE OF WASHINGTON)
COUNTY OF Skagit)

On this 4th day of August, 2021, before me personally appeared Michael Walsh and Delaine Walsh to me known to be the persons that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said persons, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



Brinna Strandberg
Notary Public in and for the State of Washington
Printed Name: Brinna Strandberg
Residing at: 1909 Strand View Pl
My appointment expires: 12-11-2022

**Exhibit "A" to the
Assignment and Assumption of Easement Rights**

The Property

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.