

AFTER RECORDING, RETURN TO:

Farwest Portable Crushing, Inc.  
50 NW 2nd  
Gresham, OR 97030  
Attention: Ted Salka

STATUTORY BARGAIN AND SALE DEED

137795  
Document:

Statutory Bargain and Sale Deed

Reference numbers of related documents:

N/A

Grantor(s):

Longview Timberlands LLC

Grantee(s):

Farwest Portable Crushing, Inc.

Abbreviated Legal Description:

Ptns. W1/2NW1/4 and S1/2, Sec. 9, T2N, R7E, W.M.

Additional Legal Description is on **Exhibit A** of the Deed. pg. 4

Tax Parcel Account Number(s):

02070900040000  
02070900040006  
02070900030000

REAL ESTATE EXCISE TAX

30355

OCT 28, 2013

PAID

\$ 7655.00

*Audrey Tamm*  
SKAMANIA COUNTY TREASURER

STATUTORY BARGAIN AND SALE DEED

The Grantor, **LONGVIEW TIMBERLANDS LLC**, a Delaware limited liability company (also appearing of record as "Longview Timberlands, LLC"), for TEN AND NO/100 DOLLARS (\$10.00) in hand paid, bargains, sells and conveys to the Grantee, **FARWEST PORTABLE CRUSHING, INC.**, an ~~Oregon~~ <sup>WASHINGTON</sup> corporation, the real property situated in the County of Skamania, State of Washington, more particularly described on attached **Exhibit A** (the "**Property**").

SUBJECT TO those matters described on attached **Exhibit B**.

RESERVING TO THE GRANTOR, for itself, its successors and assigns a perpetual, non-exclusive easement and right-of-way sixty (60) feet in width over and across the Property, being thirty (30) feet on either side of the centerline of the existing road segment located on the Property approximately as shown on the map attached as **Exhibit C**, plus such additional widths as needed for cuts and fills (the "**Reserved Easements**"). The Reserved Easement is for the purposes and are subject to the terms and conditions respectively set forth on attached **Exhibit D**.

The Property conveyed by Grantor to Grantee herein is conveyed by Grantor "AS IS" by tract and not by acre, the acreage not being guaranteed by Grantor.

Dated this 22<sup>nd</sup> day of October, 2013.

**LONGVIEW TIMBERLANDS LLC**,  
a Delaware limited liability company

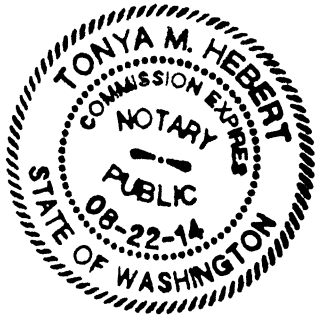
By: Thomas F. Gideon  
Name: Thomas F. Gideon  
Title: President

By: Jaqueline W. Hawn  
Name: Jaqueline W. Hawn  
Title: Assistant Corporate Secretary

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

On this 22nd day of October, 2013, before me personally appeared Thomas F. Gideon and Jacqueline W. Hawn, to me known to be the President and Assistant Corporate Secretary of Longview Timberlands LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

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



Signature: Tonya M. Hebert  
Name (Print): Tonya M. Hebert  
NOTARY PUBLIC in and for the State  
of Washington, residing at Lewis County  
My appointment expires: 08-22-2014

Unofficial Copy

## EXHIBIT A

### Legal Description

The West Half of Northwest Quarter and the South Half, in Section 9, Township 2 North, Range 7 East of Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion lying West of the Thread of Greenleaf Creek.

Skamania County Assessor  
Date 10-29-13 Parcel 2-7-9-400  
2-7-9-400-06  
2-7-9-300

Unofficial  
Copy

**EXHIBIT B**  
**Title Exceptions**

1. Current and subsequent real estate taxes, assessments and other governmental charges, a lien not yet due and payable.
2. All land use (including environmental and wetlands), building, forestry, and zoning laws, rules, regulations, codes and ordinances affecting the Property or the use thereof.
3. Any rights of the United States of America, of the State of Washington or any other parties whatsoever, 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, or to the beds and banks of such water courses below the ordinary high-water mark thereof.
4. All existing public streets and roads.
5. All cemeteries and burial grounds.
6. All electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines on, over or under the Property together with easements, permits, and prescriptive rights for the same.
7. All water districts, water rights, restrictions or reservations outstanding in third parties.
8. All matters affecting title to the Property which would be disclosed by a thorough physical inspection or accurate survey of the Property.
9. Indian treaty or aboriginal rights, including easements and equitable servitudes.
10. Reservations in federal patents and acts authorizing the same.
11. Possible additional taxes and penalties that may be assessed if the Property is disqualified for assessment on the basis of a change in use by Grantee.
12. The lands described herein have been classified as forest land disclosed by notation on 2013 tax rolls, and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a notice of compliance form attached to the excise tax affidavit.
13. Notice of Moratorium on Non-Forestry Use of land and the terms and conditions thereof: Auditor's File Nos.:  

Book 19, page 293, 35702  
 Book 195, page 7, 137103  
 Book 221, page 379, 143939 and  
 2007166754

14. EASEMENT and the terms and conditions thereof:

Grantee: Northwestern Electric Company, a corporation  
 Purpose: Electric transmission and distribution  
 Area Affected: Said premises  
 Recorded: September 19, 1912  
 Auditor's File No: Book O, page 85

15. EASEMENT and the terms and conditions thereof:

Purpose: Existing road  
 Area Affected: Said premises  
 Recorded: January 29, 1913  
 Auditor's File No: Book O, page 199

16. EASEMENT and the terms and conditions thereof:

Grantee: Pacific Northwest Pipeline Corporation, a Delaware corporation  
 Purpose: Pipeline  
 Area Affected: Said premises  
 Recorded: February 6, 1956  
 Auditor's File No: Book 41, page 104

Said Easement was amended under instrument recorded August 1, 1977, under Auditor's File No. Book 73, page 153, 84534

17. EASEMENT and the terms and conditions thereof:

Grantee: United States of America and its assigns  
 Purpose: Permanent easement and right of way for the following purposes: the right to enter and to clear of timber and brush; the right to grade, level, cut, fill, drain, surface, maintain, repair and rebuild a road and such culverts, bridges, turnouts, retaining walls, or other appurtenant as may necessary; and the right to use said road on, over and across the land embraced within the right of way  
 Area Affected: Said premises  
 Recorded: February 2, 1962  
 Auditor's File No: Book 49, page 380

18. EASEMENT and the terms and conditions thereof:

Grantee: State of Washington, Department of Game  
 Purpose: Permitting access by said Department and the public to that portion of Kidney Lake located with the Bonneville-Coulee right of way; and also the right, license, and privilege to develop, maintain and use one acre of land to provide adequate boat launching and car parking facilities  
 Area Affected: A portion of said premises  
 Recorded: January 8, 1962  
 Auditor's File No: Book 49, page 339, 59363

19. EASEMENT and the terms and conditions

hereof:

Grantee: United States of America  
Purpose: Electric transmission and distribution and road  
Area Affected: Said premises  
Recorded: May 21, 1964  
Auditor's File No: Book 52, page 494

20. EASEMENT and the terms and conditions thereof:

As disclosed by: Decree in the United States District Court – Tacoma  
Case No: 61-7363  
Purpose: Easement and access road  
Area Affected: Said premises

21. EASEMENT and the terms and conditions thereof:

Grantee: State of Washington  
Purpose: Road  
Area Affected: Said premises  
Recorded: January 25, 1977  
Auditor's File No: Book 72, pages 185 - 189

Said Easement was amended by instrument recorded July 6, 1979, under Auditor's File No. Book 76, page 837, 88967.

22. EASEMENT and the terms and conditions thereof:

Purpose: Road  
Area Affected: Said premises  
Recorded: February 8, 1977  
Auditor's File No: Book 72, page 243

23. EASEMENT and the terms and conditions thereof:

Purpose: Right of entry over, across and along said BPA right of way and keep the same clear of brush, timber, structures and fire hazards, provided that the fire hazards shall not be interpreted to include any growing crops other than trees  
Area Affected: Said premises  
Auditor's File No: Book 77, page 747, 90135



24. Record of Reforestation Requirements

By: Talmo, Inc.  
 Application No: N-11-06145  
 Recorded: December 23, 1960  
 Auditor's File No: Book 79, page 122, 91807

25. The interest of Cavenham Energy Resources, Inc., a Delaware corporation, in and to the minerals and mineral rights, as set forth in that certain Bargain and Sale Deed, including the terms and conditions thereof:

Recorded: November 30, 1987  
 Auditor's File No: Book 107, page 720, 104986

Said interest was assigned to Willamette Industries, Inc., an Oregon corporation, by Deed recorded under Auditor's File No. Book 157, page 77, 125252.

26. EASEMENT and the terms and conditions thereof:

Grantee: United States of America  
 Purpose: Pacific Crest Trail  
 Area Affected: Said premises  
 Recorded: July 22, 1982  
 Auditor's File No.: Book 81, page 358, 94430

27. LEASE AND PERMIT to remove rock, dated May 23, 1975 between Sellers' predecessor in interest, as Lessor, and Kenneth W. Peterson, as Lessee, and as supplemented and amended on May 24, 1976, and in October, 1979, with a term extending to December 31, 1996, and all of the terms and conditions thereof, as disclosed by instrument recorded under Auditor's File No. Book 77, page 487, 89876.

28. MATTERS SET FORTH BY SURVEY:

Recorded: June 27, 2011  
 Auditor's File No: 2011178518

29. MATTERS SET FORTH BY SURVEY:

Recorded: July 10, 2013  
 Auditor's File No: 2013001460

30. RIGHT OF THE STATE OF WASHINGTON in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of the Green Leaf Creek.

31. ANY CHANGE IN THE BOUNDARY OR LEGAL DESCRIPTION of the land described herein, due to the shift or change in the course of Green Leaf Creek.

32. ANY RESTRICTIONS on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.

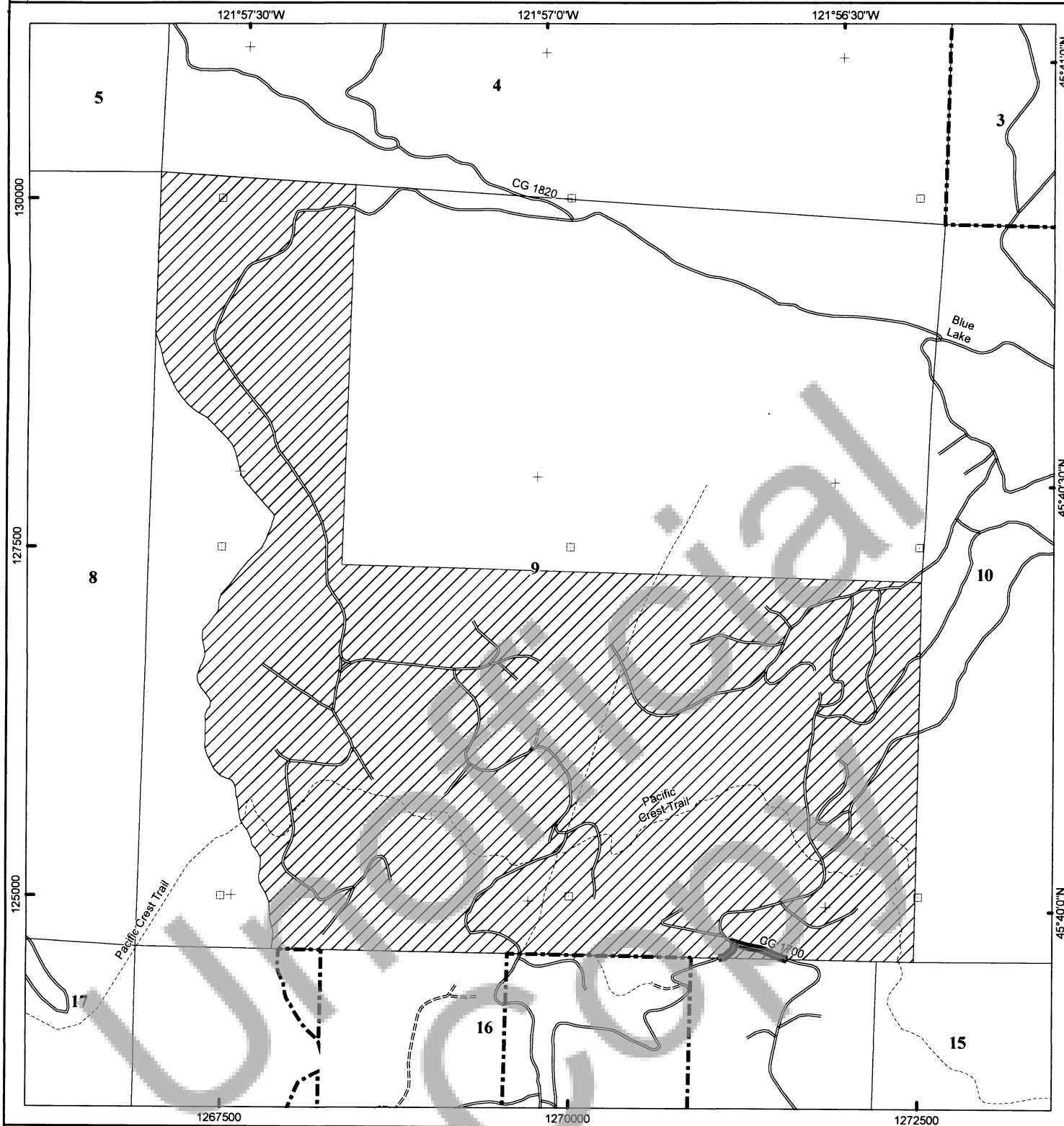
33. UNRECORDED LEASEHOLDS, if any; rights of vendors and holders of security interests on personal property installed upon the land; and rights of tenants to remove trade fixtures at the expiration of the term.

-End of Exhibit B-



Exhibit C

T02N R07E sec 09  
Skamania County



- Grantors Property
- Easement Reserved By Grantor
- Sale Property



Scale 1 in = 1000 ft

4/22/2013

## EXHIBIT D

### Terms of Reserved Easement

The Reserved Easement is governed by the following terms and conditions:

1. **Reserved Easement Purposes.** The Reserved Easement is for purposes of use, maintenance, repair and reconstruction of the existing road located on the Property ("**Road**") to provide ingress and egress to and from the Grantor Benefitted Property in connection with the harvest or other recovery and hauling of forest products, rock and other valuable materials to and from the Grantor Benefitted Property, and in connection with conducting timberland, wildlife habitat and other resource maintenance and management activities (including fire protection and suppression) on the Grantor Benefitted Property.

2. **Exercise of Rights.** Grantor may permit its agents, contractors, licensees, vendors, lessees, purchasers of timber or other valuable materials, and their agents, herein individually referred to as "**Permittee**" and collectively referred to as "**Permittees**," to exercise any rights reserved to Grantor herein.

3. **Road Maintenance.** The cost of road maintenance shall be allocated on the basis of respective uses of the Road. When any party uses the Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its Permittees is using the Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate, the maintenance of the Road or the portion thereof being used; and

(b) A method of payment by which each party shall pay its pro rata shares of the cost incurred by said maintainer in maintaining the Road or portion thereof.

For the purposes of this reservation, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facility of a Road as nearly as possible in their present condition or as hereafter improved.

4. **Road Damage.** Each party using any portion of the Road shall repair or cause to be repaired, at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Road. Should inordinate damage to the Road occur which is not caused by an authorized user of the

Road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of the Road.

5. Road Improvements. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.

6. Indemnification. Each party shall indemnify and hold the other party harmless from any and all causes of action, litigation, costs, losses, liability, damages and expenses (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, to the extent arising out of the negligent use of the Road by such party, except to the extent such causes of action, litigation, costs, losses, liability, damages and expenses are based upon the negligence of the other party or its employees, agents, contractors, licensees, or permittees.

7. Benefitted Property. The Reserved Easement shall be appurtenant to, benefit and run with the lands of Grantor in Section 16, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described below, and all lands now owned or hereafter acquired by Grantor adjacent to or in the vicinity of the Property or which can be conveniently accessed over the Road located on the Property (collectively, the **"Grantor Benefitted Property"**):

Section 16:

The West half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; Government Lots 1, 8 and 9 in Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion conveyed to United States of America by instrument recorded in Book 139, Page 527.

Also Excepting a portion of said Government Lots 8 and 9 described in Book 80, Page 109, as follows:

Beginning at a point marking the intersection between the center of Greenleaf Creek and the South line of said Government Lot 9, said point being located on the North line of the B.B. Bishop Donation Land Claim; thence following the center of Greenleaf Creek in a northeasterly direction to a point in the said Government Lot 8, North 430 feet from the North line of the said Bishop Donation land claim; thence Westerly parallel to and 430 feet distant from the North line of the said Bishop Donation land claim to the centerline of the Pacific Northwest Pipeline Corporation Easement for Gas Transmission Line; thence Southwesterly along the centerline of said easement to the North line of said Bishop Donation Land Claim; Thence east along the North line of said Donation Land claim to the point of beginning.