

Filed for record at the request of  
and after recording, return to:  
Weyerhaeuser Columbia Timberlands LLC  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Tricia Leonard  
File No: 560-5.17-0200

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

32470  
MAR 15 2017

4212.50

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SKAMANIA COUNTY TREASURER

**Document Title:**

Bargain and Sale Deed

**Reference Number(s) of Documents assigned:**

**Grantor:** Weyerhaeuser Columbia Timberlands LLC

**Grantee:** Steven E. Epling

**Legal description (abbreviated):** SE1/4 and S1/2NE1/4 of Section 1, Township 2 North, Range 5 East, Willamette Meridian, Skamania County

**Assessor's Property Tax Parcel/Account Numbers** 02-05-00-0-0-0100-00

*portion of*

**BARGAIN AND SALE DEED**

**Skamania County, Washington**

**WEYERHAEUSER COLUMBIA TIMBERLANDS LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR BY MERGER TO LONGVIEW**

**TIMBERLANDS, LLC, a Washington corporation**, with its principal place of business located at 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called "Grantor", for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Steven E. Epling, a married individual as his separate property, whose address is 17610 NE 36<sup>th</sup> Way, Vancouver, Washington 98682, hereinafter called "Grantee," and unto its successors and assigns forever, that certain real property situated in the County of Skamania, State of Washington, described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property").

The purpose of this deed is to create a parcel of 40 acres or more, and is therefore exempt from the requirements of RCW 58.17 and Skamania County Title 17. The property described in this deed cannot be further sergregated and sold without conforming to the State of Washington and Skamania County Subdivision laws.

TOGETHER WITH a permanent, non-exclusive, easement and right-of-way over the Property deeded herein, to the benefit of Grantor, for itself and its successors and assigns, for the purpose of using trees, stumps or equipment to serve as anchor points for the far end of skyline cables and yarding corridors (the "Weyerhaeuser Tail Hold Reservation"). The Weyerhaeuser Tail Hold Reservation is located over the entire subject property as shown in **Exhibit "B"** attached hereto and incorporated herein by this reference. The Tail Hold Reservation shall be subject to the terms, provisions, and conditions applicable to Grantor, Grantee and their respective heirs, personal representatives, successors and assigns as set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference.

The conveyance from Grantor to Grantee shall except and/or reserve all coal, oil, gas, coalbed methane and other minerals of similar or dissimilar nature (sand and gravel excluded) situated in, on or under the Property as to which Seller owns the same (collectively the "Minerals"), together with the usual and customary rights of ingress and egress to and from said lands for the purpose of exploring for or producing, saving, transporting and marketing the Minerals and together with the right to mine and remove all such Minerals without any obligation to provide lateral or subjacent support, and by and manner or method of mining.

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 tidal waters;
- (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

SUBJECT TO any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of the Washougal River.

SUBJECT TO any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created.

SUBJECT TO any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of Washougal River.

SUBJECT TO rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of Washougal River.

SUBJECT TO rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

SUBJECT TO Easement recorded June 18, 1937, Book G, Page 237.

SUBJECT TO Mineral Reservations reserved by Deed, recorded October 30, 1950, Book 33, Page 293.

SUBJECT TO Easement recorded January 10, 1953, Book 36, Page 110.

SUBJECT TO Easement as disclosed by Deed recorded June 28, 1968, Book 59, Page 182.

SUBJECT TO Memorandum of Road Use Agreement, recorded June 28, 1968, Book 61, Page 188.

SUBJECT TO Easement recorded December 2, 1974, Book 67, Page 955.

SUBJECT TO Mineral Reservations reserved by Deed, recorded December 18, 1987, Book 107, Page 950.

SUBJECT TO Restatement of Road Use Agreement recorded October 31, 1988, Book 111, Page 420.

SUBJECT TO Assignment and Assumption Agreement recorded November 3, 1988, Book 111, Page 630.

SUBJECT TO Easement for Right of Way recorded August 24, 1993, Book 137, Page 568.

SUBJECT TO Easement for Right of Way, recorded September 10, 1993, Book 137, Page 925.

SUBJECT TO Right, title and interest of James F. Callahan as disclosed by Deed recorded January 27, 1995, Book 148, Page 40 and Book 148, Page 46.

SUBJECT TO Easements and matters as shown on the Survey recorded December 22, 2016, recording number 2016002751.

TO HAVE AND TO HOLD the same unto the said Grantee and unto its 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.

Signatures on follow page.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed by its proper officers and its seal to be hereunto affixed this 7<sup>th</sup> day of March, 2017.

WEYERHAEUSER COLUMBIA TIMBERLANDS LLC

By: Kristy Harlan  
Name: Kristy Harlan  
Title: Sr. Vice President

ACKNOWLEDGMENT

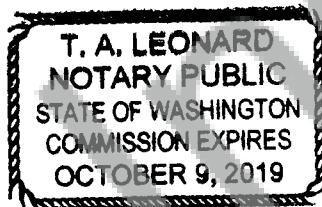
STATE OF WASHINGTON )

)ss

COUNTY OF KING )

On this 7<sup>th</sup> day of March, 2017, I certify that I know or have satisfactory evidence that Kristy Harlan is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr. Vice President of WEYERHAEUSER COLUMBIA TIMBERLANDS LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



T. A. Leonard  
Notary Public in and for the  
State of Washington  
Residing in T. A. Leonard  
My Commission Expires: 10/9/19  
Printed Name: T. A. Leonard

**EXHIBIT "A"**  
**to the Deed**  
Property Legal Description

Township 2 North, Range 5 East, Willamette Meridian, Skamania County:

Section 1: A parcel of land located within the SE1/4 and S1/2NE1/4:

**BEGINNING** at the Southeast corner of the NE1/4 of said Section 1, also known as the 1/4 corner between Sections 1 and 6, Township 2 North, Ranges 5 & 6 East; thence, South 01°33'15" West, along the East line of said SE1/4 of Section 1, for a distance of 2537.34 feet to the Southeast corner of Section 1; thence, North 84°57'17" West, along the South line of said Section 1, for a distance of 2376.19 feet to the apparent centerline of Washougal River Road (W-2000); thence, North 29°32'35" East, along said road centerline, for a distance of 847.78 feet to the beginning of a curve to the left; thence along said road centerline on curve to the left, having a radius of 850.43 feet, through a central angle of 17°29'16", for an arc length of 259.57 feet; thence, North 12°03'20" East, along said road centerline, for a distance of 666.44 feet to the beginning of a curve to the right; thence, along said road centerline on said curve right, having a radius of 2075.46 feet, through a central angle of 16°11'28", for an arc length of 586.50 feet; thence, North 28°14'47" East, along said road centerline, for a distance of 370.12 feet; thence, leaving said road, North 42°35'56" East for a distance of 762.78 feet; thence, North 73°06'52" East for a distance of 963.12 feet more or less to the East line of said Section 1; thence South 01°33'15" West, along the said East line, for a distance of 1020.00 feet to the **POINT OF BEGINNING**: containing 130.98 acres, more or less.

**TOGETHER WITH AND SUBJECT TO A 60.00 FOOT ROAD EASEMENT;**  
**The centerline being more particularly described as follows, to-wit:**

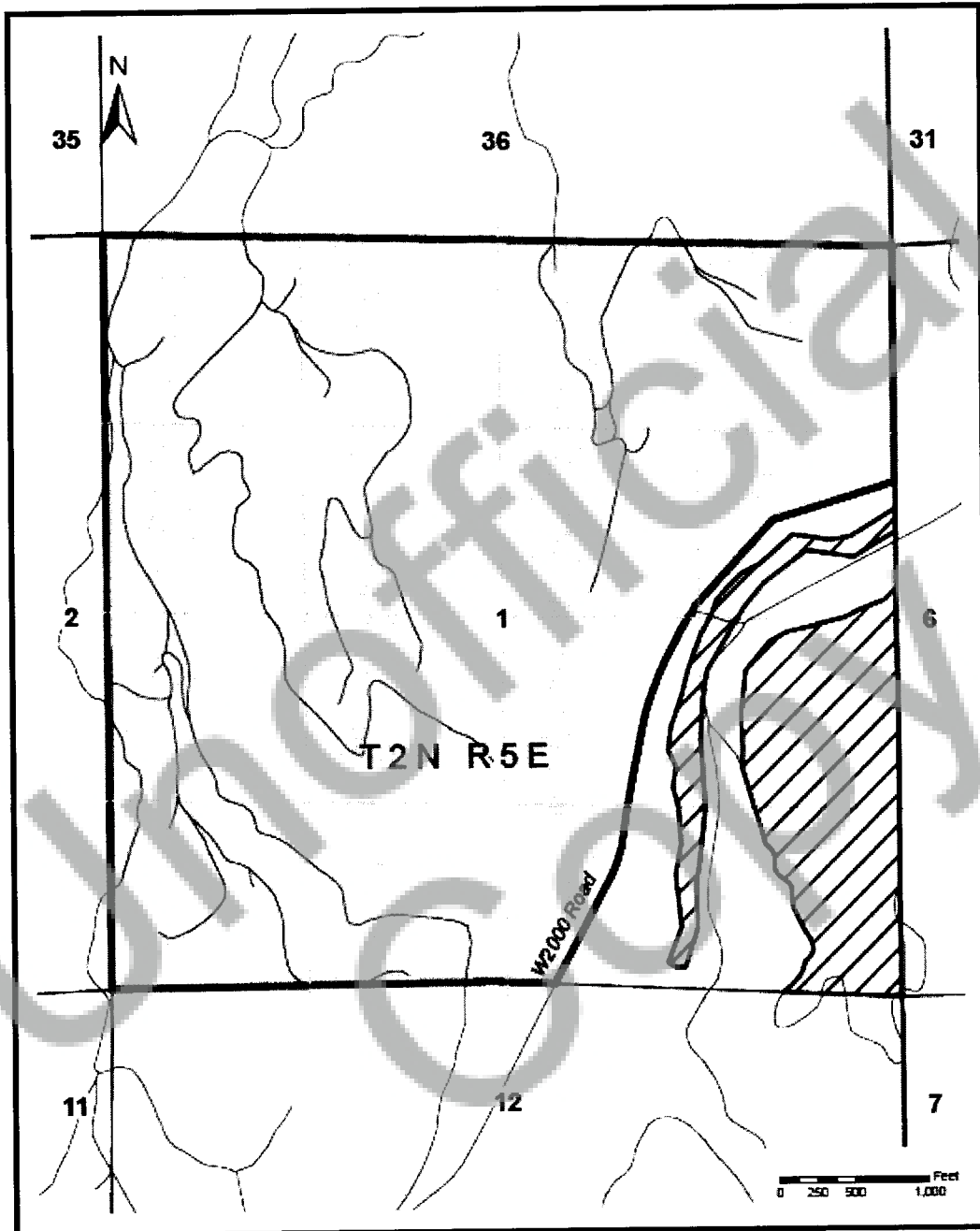
**COMMENCING** at the intersection of the South line of section 1 with the apparent centerline of Washougal River Road (W-2000); thence, North 29°32'35" East, along said road centerline, for a distance of 847.78 feet to the beginning of a curve to the left; thence along said road centerline on curve to the left, having a radius of 850.43 feet, through a central angle of 17°29'16", for an arc length of 259.57 feet; thence, North 12°03'20" East, along said road centerline, for a distance of 666.44 feet to the beginning of a curve to the right; thence, along said road centerline on said curve right, having a radius of 2075.46 feet, through a central angle of 16°11'28", for an arc length of 586.50 feet; thence, North 28°14'47" East, along said road centerline, for a distance of 370.12 feet; thence, South 69°03'14" East, along said centerline, for a distance of 225.40 to the beginning of a curve to the left; thence along said road centerline on curve to the left, having a radius of 274.76 feet, through a central angle of 46°24'19", for an arc length of 222.53 feet; thence, North 64°32'26" East, along said road centerline, for a distance of 1106.65 feet more or less to the East line of said Section 1, **BEING THE TERMINUS OF THIS EASEMENT**;

**SUBJECT TO**; any other road rights-of-way, private road and/or utility easements, restrictions, reservations, covenants or any other matters of record, if any.

Skamania County Assessor  
Date 3-15-17 Parcel# 2-5-100 portion  
of -



**EXHIBIT "B"**  
**to the Deed**  
**TAIL HOLD MAP**



 Trail Hold Easement

 Weyerhaeuser Columbia Timberlands Ownership LT Dept - Mitchell - 2/24/2017 -Epling\_WA\_020317\_TailHold

 Roads

Exhibit C  
Skamania County, WA

**EXHIBIT "C"**  
**to the Deed**

**WEYERHAEUSER TAIL HOLD RESERVATION TERMS AND CONDITIONS**

The above Weyerhaeuser Tail Hold Reservation is subject to all matters of public record as of the date of recording of this Bargain and Sale Deed. The Weyerhaeuser Tail Hold Reservation is hereinafter collectively referred to as the "Tail Hold".

Grantor and Grantee agree that the rights granted and reserved herein shall be subject to the following terms, provisions, and conditions applicable to Grantor, Grantee and their respective successors, assigns, heirs, and personal representatives:

1. Purpose. The Weyerhaeuser Tail Hold Reservation is a permanent, non-exclusive, easement and right-of-way over the SE1/4 and S1/2NE1/4 of Section 1, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Property for the purpose of using trees, stumps or equipment to serve as anchor points for the far end of skyline cables and yarding corridors.

2. Reserved Rights. Each party, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, the lands owned by it, and to use its property in any manner and for any purpose that will not unreasonably interfere with the rights reserved and granted hereunder.

3. Third Parties. The Tail Hold reserved herein is non-exclusive and Grantor's use of the Grantee's lands for the Tail Hold is concurrent with the rights of Grantee, and any third-party licensees, contractors or permittees of Grantee. Grantee may grant to third parties, upon such terms as it chooses, for any purpose or purposes any rights in the lands owned by such party; provided, that use by such third party shall be subject to the terms and conditions of this Deed and shall not unreasonably interfere with the rights granted or reserved (as applicable) hereunder.

4. Damages. Grantor party shall pay and reimburse Grantee for all damages caused to Grantee's lands by the Grantor's (or its licenses', contractors', or permittees') exercise of the rights granted or reserved to it herein, including but not limited to damage to timber, crops and grazing lands located within the Tail Hold.

5. Right-of-Way Timber. Grantee reserves to itself and its heirs, personal representatives, successor and assigns all timber now on or hereafter growing within the lands owned by Grantee, which Grantee may harvest and remove at any time. Upon prior written notice to Grantee, a Grantor shall have the right to cut timber within its Tail Hold rights to the extent necessary to set up a tail hold. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by Grantee and decked along the road for disposal or removal by the Grantee.

6. Termination. Grantor agrees if it no longer requires use of the Tail Hold granted or reserved to it hereunder, Grantor shall furnish a release in recordable form to the



Grantee evidencing termination of the Grantor's rights to utilize such Tail Hold or portion thereof; provided, however, that any liability or obligation incurred or owed by any party to the other arising prior to the recording of such release shall survive the termination of the applicable Tail Hold.

7. Default. Failure of a party to perform any of its obligations hereunder shall constitute a default. Upon default, the non-defaulting party shall notify the other in writing, describing the nature of such default and the action necessary to cure the default. The defaulting party shall have thirty (30) days following its receipt of a notice to cure the default, unless it appears that the defaulting party has commenced to cure the default in good faith and has diligently continued to pursue such curing, but has been unable to complete the same within said 30-day time period due to the nature of the default or other causes beyond the control of the defaulting party, in which case the time period shall be extended accordingly; provided, however, that no extension shall be afforded for a default in the payment of a monetary obligation. In the event the defaulting party fails to cure the breached obligation during the prescribed cure period, as the same may be extended, the non-defaulting party shall be entitled to exercise all rights and remedies available to it at law or equity, including but not limited to specific performance pursuant to the terms of this Deed without the necessity of posting a bond.

8. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.