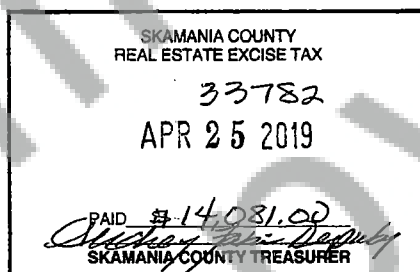


FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
Stewart Title Guaranty Company  
Attn: Vicki Coats  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
File No. T2019-112

**BARBAIN & SALE DEED**  
SEND TAX STATEMENTS TO:  
Green Gate LLC  
P O Box 570  
Cascade Locks, Oregon 97014



**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**GRANTEE:** GREEN GATE, LLC, a Washington limited liability company  
**COUNTY:** SKAMANIA

**ABBREVIATED LEGAL:** SW 1/4 NW 1/4; NW 1/4 SW 1/4; NE 1/4 SW 1/4 SE 1/4 SW 1/4  
of Sec. 5, and S 1/2 of the NE 1/4; N 1/2 of the NW 1/4 SE 1/4; E  
1/2 of the SE 1/4 of Sec. 6, T 3 N, R 8 E., W.M.  
full legal description on page 6

**ASSESSOR PARCEL #:** 03 08 05 00 020-000; 03 08 05 00 030 000; 03 08 06 00 040 000; 03  
08 06 00 050 000

## BARGAIN AND SALE DEED

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, 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 GREEN GATE, LLC, a Washington limited liability company whose address is P. O. Box 570, Cascade Locks, Oregon 97014 ("Grantee").

Grantor saves, excepts, and reserves, unto itself and its successors and assigns forever, an undivided seventy-five percent 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. This Mineral 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.

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 heirs, 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

- (x) 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 Panther Creek and unnamed creek;
- (xi) rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways;

(xii) easement, including the terms and provisions thereof: Recorded November 26, 1984; Book: 84, Page 98; above easement was supplemented by Recorded August 2, 1985; Book 84, Page 881; above easement was supplemented by Recorded August 25, 1986; Book 102, Page 411;

(xiii) reservations, including the terms and provisions thereof in Deed: Recorded September 22, 1965; Book 54, Page 498;

(ivx) easement, including the terms and provisions thereof: Recorded June 28, 1991; Book 123, Page 889;

(xiv) 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 Panther Creek and unnamed creek.



**Exhibit "A"**

**Legal Description of the Property**

The Southeast quarter of the Northeast quarter and the East half of the Southeast quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.  
EXCEPTING THEREFROM that portion lying Southerly of the centerline of Panther Creek.  
Tax Parcel 03-08-06-0-0-0500-00

The Southwest quarter of the Northeast quarter and the North half of the Northwest quarter of the Southeast quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.  
Tax Parcel 03-08-06-0-0-0400-00

The North half of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 5, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.  
Tax Parcel 03-08-05-0-0-0300-00

The Southwest quarter of the Northwest quarter of Section 5, Township 3 North, Range 8 East, Willamette Meridian, County of Skamania, State of Washington.  
Tax Parcel 03-08-05-0-0-0200-00

**Skamania County Assessor**

Date 4-25-19 Parcel# 3-8-6-500



3-8-6-400  
3-8-5-300  
3-8-5-200