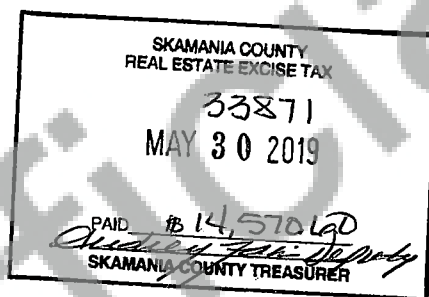


FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2019-89



SEND TAX STATEMENTS TO:
Jacob D. McKay and Tiffany A. McKay
19310 Riverwood Lane
Lake Oswego, OR 97035

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation

GRANTEE: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship

COUNTY: Skamania

ABBREVIATED LEGAL: Portion of the SE 1/4; NW 1/4 NE 1/4 SE 1/4; NE 1/4 SE 1/4; Sec. 10, T 4 N, R 7 E, W.M. full legal description on pages 5 & 6

ASSESSOR PARCEL #: 04-07-00-0-0-0190-00; 04-07-15-0-0-0100-00 

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 JACOB D. MCKAY and TIFFANY A. MCKAY, as joint tenants with the right of survivorship, whose address is 19310 Riverwood Lane, Lake Oswego, Oregon 97035 ("Grantee").

The conveyance from Grantor to Grantee shall expressly save, except, and reserve, unto itself and its successors and assigns, all interest in geothermal resources including, without limitation, geothermal steam and heat susceptible to commercial exploitation and having a minimum bottom-hole temperature of 200 degrees Fahrenheit (collectively, "Geothermal Resources"), in the Property. This reservation of Geothermal Resources by Grantor shall not include any right of entry or the right to any use or occupancy of the surface of the Property for any purpose, including, without limitation, exploring, developing, producing, or transporting the Geothermal Resources.

In addition to the foregoing, Grantor expressly saves excepts, and reserves, unto itself 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; including without limitation, 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 or surface use or occupancy of any kind and for any purpose whatsoever.

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) as disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result;

(xi) 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 Whiskey Creek;

(xii) 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;

(xiii) 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 Whiskey Creek;

(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 Whiskey Creek;

(xv) rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways;

(xvi) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 943;

(xvii) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 947;

(xviii) easements and matters as shown on the survey: Recorded: May 20, 2019, As: 2019000765

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 22nd day of May, 2019.

WEYERHAEUSER COMPANY
a Washington corporation

By [Signature]
Name James A. Kilberg
Title Senior Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this 22nd day of May, 2019, I certify that I know or have satisfactory evidence that James A. Kilberg is the person who appeared before me, and said person acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Senior Vice President of Weyerhaeuser Company, a Washington corporation, 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.



[Signature]

Notary Public in and for the
State of Washington
Residing in Indianola
My Commission Expires: May 20, 2022
Printed Name: Susan M. Tadei

Exhibit "A"

Legal Description of the Property

Parcel 1:

The South half of the Southeast quarter, the South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel 2:

That portion of the East half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the Wind River Highway.

EXCEPTING THEREFROM the following:

Beginning at a point 2,030.1 feet South 00°22' West of Section Corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45' East for a distance of 1,283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09' East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of boundary of Leete Road for a distance of 1,299.4 feet more or less to a point of beginning.

ALSO EXCEPTING THEREFROM the following:

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2" iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46'08" West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;

Thence South 88°54'23" East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;

Thence South $00^{\circ}46'08''$ West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;

Thence South $41^{\circ}49'04''$ West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;

Thence South $07^{\circ}23'19''$ West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;

Thence South $08^{\circ}11'27''$ West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;

Thence North $56^{\circ}23'30''$ West, along the centerline of Wind River Highway for a distance of 306.36 feet;

Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of $7^{\circ}22'37''$ for an arc distance of 184.42 feet, the chord of which bears North $52^{\circ}42'12''$ West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;

Thence North $00^{\circ}46'08''$ East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.

Skamania County Assessor

Date 5/30/19 Parcel# 4-7-190
(SW) 4-7-15-100