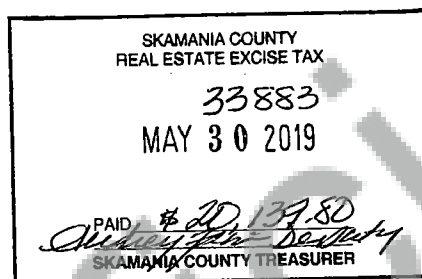


FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2019-195

SEND TAX STATEMENTS TO:
Joseph and Diane Birkenfeld
P.O. Box 530
Carson, WA 98610



GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD, a married couple
COUNTY: SKAMANIA
ABBREVIATED LEGAL: Ptn S1/2SE1/4 of Sec. 26, and Ptn NE1/4 and N1/2SW1/4 of Sec.
35, T4N, R7E, W.M.
ASSESSOR PARCEL #: 04-07-26-4-0-0500-00; 04-07-35-0-0-0100-00. (W)

BARGAIN AND SALE DEED

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 ("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 JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD, a married couple, whose address is P.O. Box 530, Carson, Washington 98610 ("Grantee").

RESERVING UNTO GRANTOR, for itself and its successors and assigns, an undivided one-half 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; base and precious metals; industrial minerals including, without limitation, silica, diatomaceous earth and heavy minerals (such as ilmenite, rutile and zircon); 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 (the "Mineral Resources Reservation"). This Mineral Resources Reservation 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. In addition to the foregoing, Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns forever, an undivided one-half interest in all

aggregate resources including, without limitation, sand, gravel, granite, basalt, limestone and dolomitic limestone situated in, on or under the Property as to which Grantor owns the same (the "Aggregate Resources Reservation"). This Aggregate 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.

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 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 Wind River; and

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; and

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 Wind River; and

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 Wind River; and

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; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded September 12, 1961 in Book 49, Page 153, records of Skamania County, Washington; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded February 19, 1975 in Book 68, Page 388, records of Skamania County, Washington; and

SUBJECT TO Mineral Reservations, including the terms and provisions thereof, recorded November 30, 1987 in Book 107, Page 720; which was assigned in instrument recorded April 1, 1991 in Book 122, Page 850, records of Skamania County, Washington; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded May 2, 1986 in Book 101, Page 13, records of Skamania County, Washington; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded November 30, 1988 in Book 112, Page 40, records of Skamania County, Washington; and

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.

[Signature page follows]

WEYERHAEUSER COMPANY

By

James A. Kilberg
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 signed this instrument and on oath stated that he 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.

Paul A. Wink

Notary Public in and for the
State of Washington
Residing in Seattle
My Commission Expires: 10/29/2022
Printed Name: Paul A. Hill II



Exhibit "A"

Legal Description of the Property

Skamania County, Washington

PARCEL I: 04-07-26-4-0-0500-00

That portion of the South half of the Southeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM the following:

Beginning at the Quarter corner common to Sections 26 and 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence along the North-South centerline of Section 26, North $01^{\circ} 38' 30''$ East 830.00 feet to a point marked by a 1 ½ inch diameter steel rod, said point being the true point of beginning of this description; thence from said true point of beginning, East 1,100.00 feet to a 1 ½ inch diameter iron pipe; thence North 165.00 feet to a point marked by a 1 ½ inch diameter iron pipe on line; thence continuing North to a point on the East-West centerline of the Southeast Quarter of Section 26; thence Westerly along said centerline to a point on the East boundary line of the Norman F. Erken, et ux, tract described in deed number 67452, recorded in volume 56, Page 247, Skamania County deed records; thence South along said boundary line to a point in the thread of a stream known as Trout Creek; thence in a Westerly direction, following said thread of Trout Creek to it's intersection with the North-South centerline of said Section 26; thence South $01^{\circ} 38' 30''$ West 139.7 feet along said centerline to a 1 1/8 inch diameter steel rod on line; thence continuing South $01^{\circ} 38' 30''$ West 275.00 feet to the true point of beginning.

ALSO EXCEPTING that portion of the above described property lying Northerly of the centerline of Trout Creek and also that portion lying Northeasterly of the center of Wind River.

PARCEL II: 04-07-35-0-0-0100-00

The Northeast Quarter and the North Half of the Southeast Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM the following:

Beginning at an 8" diameter Douglas Fir Tree, set as a witness to the corner of Section 25, 26, 35 and 36, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington by Mart C. Perkins, licensed land surveyor, in 1957, said tree being 262.00 feet South of said Corner, thence Southerly along the Section line common to said Sections 35 & 36 a distance of 988.00 feet to a 1/2" by 3/4" metal rod extending 12" above the ground which is the true point of beginning of this description; thence West 1,320.00 feet, more or less, to a 1 ¼" steel axle extending 6" above the ground; thence South a distance of 960.00 feet to a 1 1/2" steel rod extending 6" above the ground; thence East a distance of 1,320.00 feet, more or less, to a point

on aforesaid Section line which is marked by a 1/2" by 3/4" rod extending 12" above the ground; thence Northerly along said section line a distance of 960.00 feet to the true point of beginning.

FURTHER EXCEPTING that portion of the above described property described in deed to Richard G. Misner, et ux, recorded June 26, 1985 in Book 84, Page 690;

ALSO EXCEPTING that portion of the above described property described in Deed to Glen Richie recorded June 26, 1985 in book 84, Page 691.

Skamania County Assessor

Date 5/30/19 Parcel# 4-7-26-4-506
② 4-7-35-100