

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. T2019-236

Skamania County, WA
Total: \$107.50
DEED
Pgs=7
Request of: COLUMBIA GORGE TITLE

2019-001155

07/08/2019 01:53 PM



33950
**SKAMANIA COUNTY
REAL ESTATE EXCISE TAX**

JUL 8 2019

PAID 3906.50
Cg deputy
SKAMANIA COUNTY TREASURER

SEND TAX STATEMENTS TO:
Dean B. Busschau and Megan H. Busschau
2122 Mabee Mines Road
Washougal, Washington 98671

Skamania County Assessor
Date 7/8/19 Parcel# 02-05-25-0-0-0900-00

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: DEAN B. BUSSCHAU and MEGAN H. BUSSCHAU, joint tenants with the right of survivorship
COUNTY: Skamania
ABBREVIATED LEGAL: Ptn of the S 1/2 S 1/2 of Sec. 25, T 2 N, R 5 E, W.M.
full legal description on page 1

ASSESSOR PARCEL #: Ptn of tax parcel number 02-05-25-0-0-0900-00 ✓

This Deed transfers a parcel being larger than 20 acres in size and is exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The herein described property cannot be further subdivided and sold without conforming to the State of Washington and Skamania County Subdivision laws.

BARGAIN AND SALE DEED

Planning Department - Exemption over
20 acres approved by: *APL 7/2/19*

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 DEAN B. BUSSCHAU and MEGAN H. BUSSCHAU, as joint tenants with the right of survivorship whose address is 2122 Mabee Mines Road, Washougal, Washington 98671 ("Grantee").

From the date of the recording of this deed until December 31, 2022, Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns, all 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, together with the usual and customary rights of ingress and egress to and from said lands, as required by Grantor in Grantor's reasonable discretion, for the purpose of exploring for such Mineral Resources by any and all means, and for developing, producing, extracting, or removing therefrom by any means now in use or hereafter developed all such Mineral Resources without any obligation to provide lateral or subjacent support, and to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced; provided, however, that Grantee and Grantee's heirs, successors, and assigns, shall be compensated for any injury or damage to the surface of the Property or to the crops or improvements thereon caused by the exercise of any rights herein reserved in accordance with applicable statutory law. This mineral reservation expressly excepts and excludes sand, gravel, granite, basalt, limestone, dolomitic limestone or like aggregates extracted for Grantee's own use for road building and maintenance on the Property, so long as such use does not interfere with Grantor's right to develop and produce reserved Mineral Resources. On January 1, 2023, Grantor's interest in the Mineral Resources shall convert to an undivided one-half passive interest in the Mineral Resources 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 creeks and streams;

(xi) 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;

(xii) any adverse claim based on the assertion that any of the subject land is now or at any time has been below the ordinary high water line of creeks and streams;

(xiii) 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 creeks and streams;

(xiv) easement, including the terms and provisions thereof: Recorded: February 6, 1939, Book: 27, Page: 319;

(xv) easement, including the terms and provisions thereof: Recorded: January 9, 1953, Book: 36, Page: 110;

(xvi) memorandum of road use agreement, including the terms and provisions thereof: Recorded: September 19, 1969; Book: 61, Page: 188;

(xvii) easement agreement, including the terms and provisions thereof: Recorded: September 19, 1969: Book: 61, Page: 197;

(xviii) assignment of easement, including the terms and provisions thereof: Recorded: September 19, 1969: Book: 61, Page: 205;

(xix) easement, including the terms and provisions thereof: Recorded: May 23, 1974 Book: 66, Page: 759;

(xx) easement, including the terms and provisions thereof: Recorded: June 27, 1974: Book: 66, Page: 918;

(xxi) easement, including the terms and provisions thereof: Recorded: July 25, 1983: Book: 82, Page: 512;

(xxii) easement, including the terms and provisions thereof: Recorded: May 2, 1996: Book: 101, Page: 13;

(xxiii) mineral reservations, including the terms and provisions thereof: Recorded: November 30, 1987: Book: 107, Page: 720; said reservation was assigned by instrument: Recorded: April 1, 1991; Book: 122, Page: 850;

(xxiv) easement, including the terms and provisions thereof: Recorded: October 31, 1988; Book: 111, Page 420;

(xxv) assignment and assumption agreement restatement of road use agreement, including the terms and provisions thereof: Recorded: November 3, 1988, Book: 111, Page 636;

(xxvi) easement, including the terms and provisions thereof: Recorded November 30, 1988, Book: 112, Page: 40;

(xxvii) easement agreement, including the terms and provisions thereof: Recorded: January 17, 2019, As: 2019000063

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 27th day of June, 2019.

WEYERHAEUSER COMPANY
a Washington corporation

By

Name James R. Johnston

Title Vice President

ACKNOWLEDGMENT

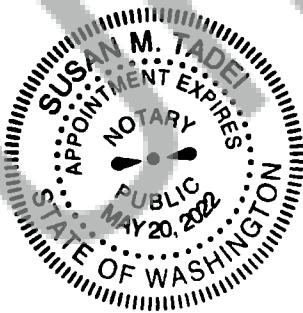
STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this 27th day of June, 2019, I certify that I know or have satisfactory evidence that James R. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he is authorized to execute the instrument and acknowledged it as the 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.



Susan M. Tadei

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"

Planning Department - Exemption over
20 acres approved by: *APL 7/2/19*

Legal Description of the Property

Being a portion of the South half of Section 25, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as follows:

That portion of the South half of the South half of Section 25, lying Southerly of the South right-of-way line of the Bonneville Power right-of-way as described under Skamania County Auditor's File No. 26973.