

Skamania County, WA  
Total: \$107.50  
DEED  
Pgs=5

2019-002406

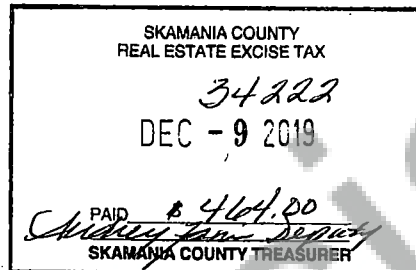
12/09/2019 02:35 PM

Request of: COLUMBIA GORGE TITLE



FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
Stewart Title Guaranty Company  
Attn: Andrew Phan  
1420 Fifth Avenue, Suite 440  
Seattle, WA 98101  
File No. T2019-655

SEND TAX STATEMENTS TO:  
Gabriel and Maria Spencer  
3031 Loop Road  
Stevenson, WA 98648



**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**GRANTEE:** GABRIEL P. SPENCER and MARIA P. SPENCER, a married couple  
**COUNTY:** SKAMANIA  
**ABBREVIATED LEGAL:** Ptn Gov't Lot 10, in Sec. 24, T3N, R7.5E, W.M.  
**ASSESSOR PARCEL #:** 03-75-24-0-0-0400-00 *Im 12-9-19*

### 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 GABRIEL P. SPENCER and MARIA P. SPENCER, a married couple, whose address is 3031 Loop Road, Stevenson, Washington, 98648 ("Grantee").

RESERVING UNTO GRANTOR, for 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.

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 any adverse claim based on the assertion that any portion of the Property 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 Wolf Creek; and

SUBJECT TO any adverse claim based on the assertion that any portion of the Property 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 Property is now or at any time has been below the ordinary high-water line of Wolf Creek; and

SUBJECT TO the 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 Wolf Creek.; and

SUBJECT TO the rights of the public in and to any portion of the Property lying within the boundaries of streets, roads or highways; and

SUBJECT TO reservation of Oil, Gas and Other Minerals as contained in Bargain and Sale Deed from Cavenham Forest Industries Inc., a Delaware corporation to Cavenham Energy Resources Inc., a Delaware corporation, recorded November 30, 1987 in Book 107, Page 720; Said Reservation was assigned to Hanson Natural Resources Company, a Delaware general partnership, in instrument recorded April 1, 1991 in Book 122, Page 850; and

SUBJECT TO Easements and matters as shown on Survey recorded December 7, 2015 under Recording No. 2015002599.

TO HAVE AND TO HOLD the same unto the said Grantee and unto her successors and assigns forever, with all appurtenances thereunto belonging.

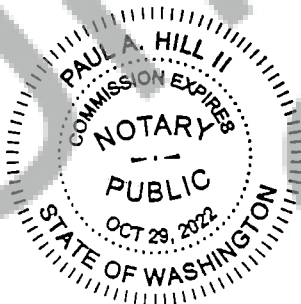
DATED the 25<sup>th</sup> day of November, 2019.

By Kristy T. Harlan *st*  
Kristy T. Harlan  
Senior Vice President

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

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

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

Township 3 North, Range 7.5 East, W.M.

Section 24: That portion of Government Lot 10 lying Northerly of Wolf Creek

Skamania County Assessor

Date 12-9-19 Parcel# 0375-2400-040000  
Y/M