



00003063202000006680210212

**Return Address:**

Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Land Title

<b>Title:</b> RIGHT OF WAY EASEMENT AGREEMENT	SKAMANIA COUNTY REAL ESTATE EXCISE TAX  <i>N/A</i> MAR 23 2020  <i>N/A</i> PAID <i>by deposit</i> SKAMANIA COUNTY TREASURER
<b>Reference Number(s) of Documents assigned or released:</b> N/A	
<b>Grantor:</b> Bank of America N.A.	
<b>Grantee:</b> Weyerhaeuser Company, a Washington corporation	
<b>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</b> Ptn of the SE 1/4 NW 1/4; NE 1/4 SW 1/4; NW 1/4 SE 1/4; SW 1/4 SE 1/4; SE 1/4 SE 1/4; of Sec. 15, T 3 N, R 4 E, W.M.; Ptn of the NW 1/4 SW 1/4; SW 1/4 SW 1/4; of Sec. 14, T 3 N, R 4 E, W.M.; Ptn of the NW 1/4 NW 1/4; SW 1/4 NW 1/4; SE 1/4 NW 1/4; NE 1/4 SW 1/4, of Sec. 23, T 3 N, R 4 E, W.M.; All Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, T 4 N, R 4 E, W.M.; NE 1/4; NW 1/4; SE 1/4, NW 1/4 SW 1/4, SW 1/4 SW 1/4, Sec. 17, T 4 N, R 4 E, W.M.; NE 1/4, NW 1/4 NW 1/4; NE 1/4 NW 1/4, SE 1/4 NW 1/4, NE 1/4 SE 1/4, Sec. 18, T 4 N, R 4 E, W.M.; N 1/2 NE 1/4, Sec. 20, T 4 N, R 4 E, W.M.; N 1/2, Sec. 21, T 4 N, R 4 E, W.M.; NW 1/4; NW 1/4 NE 1/4; NE 1/4 NE 1/4; SW 1/4 NE 1/4;	
<b>Additional legal is on page</b> <b>of document.</b>	
<b>Assessor's Property Tax Parcel</b> Clark County burdening easement tax parcel numbers: 239898000; 239692000; 241532000; 241530000  Skamania County benefitted easement tax parcel numbers: 02050000030100; 02050000030200; 030500000210000; 030500000200000; 02050000030000; 02050000060000; 02050000020200; 02050000040000; 02050000050000; 02050000080000; 02050000150000; 02050000090000; 02050000140000; 02050000100000; 03050000080000; 02050000120000; 02050000010000; 02052600100000; 02052500020000; 02052500090000; 02060000410000; 02060000400000; 02060000160200; 02070300010100; 03070000140000; 03072300030000; 03072300040000; 03070000060000; 03072400010000; 03072400020000; 03752400020000; 03752400020100; 03752500050000; 03752500060000; 03752500010000; 03083000030000; 03081900020000; 03081800070000; 03080800030000; 040753600010000; 04752540080000; 04071500010000;	

*Ym 3/23/2020*

## RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement (this “**Agreement**”), is effective as of the 15<sup>th</sup> day of ~~November~~, 2019, (the “**Effective Date**”) by and between ENGLES TIMBERLAND PROPERTIES, LLC, a Texas limited liability company (“**Grantor**”) and WEYERHAEUSER COMPANY, a Washington corporation, (“**Weyerhaeuser**”). Weyerhaeuser and Grantor are sometimes referred to herein individually as a “**Party**”, and collectively as, the “**Parties**”.

### RECITALS

Weyerhaeuser owns certain real property located in Clark, Klickitat, and Skamania Counties, Washington, as is more particularly described in the attached Exhibit A (“**Weyerhaeuser Property**”). The Weyerhaeuser Property is the benefitted property subject to this Agreement.

Grantor owns certain real property located in Clark County, Washington, as is more particularly described in the attached Exhibit B (“**Grantor’s Property**”). The Grantor Property is the burdened property subject to this Agreement.

Weyerhaeuser desires to obtain from Grantor, and Grantor desires to grant Weyerhaeuser, a perpetual, non-exclusive easement over a certain portion of the Grantor’s Property that provides access to the Weyerhaeuser Property pursuant to the terms and conditions contained in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS, and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Grant of Easement.** Subject to the terms hereof, Grantor, for and in consideration of the strict observance of and compliance with, the terms and conditions set forth in this Agreement, hereby grants to Weyerhaeuser a perpetual, appurtenant, non-exclusive right of way easement (the “**Easement**”) sixty (60’) feet in width, and being thirty (30’) feet on each side of the center line of an existing road (the “**Road**”) located on the Grantor’s Property and located approximately as shown on Exhibit C-1 (the “**Easement Area**”). Exhibit C-1, and Exhibit C-2, all attached hereto and incorporated herein, collectively show the benefitted Weyerhaeuser Property.
2. **Purpose.** The rights granted hereunder are conveyed by Grantor for the purpose of providing Weyerhaeuser and the Weyerhaeuser Permittees (defined below), vehicular ingress and egress to and from Weyerhaeuser Property for purposes of: constructing, maintaining, repairing,

and using the Road for ingress and egress to Grantee's property for all lawful residential, commercial and industrial uses provided. The Easement granted herein is also for the purpose of constructing, reconstructing, maintaining, repairing, and using a utility transmission line over, under, along and across the Easement Area.

The Road may not be used for any other purpose without Grantor and Grantee, or their respective heirs, successors, and assigns, entering into and recording an amendment to this Agreement.

3. **Permittees.** Weyerhaeuser, its subsidiaries, and affiliates and all of their employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Weyerhaeuser Permittees**". Grantor's employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Grantor Permittees**".

4. **Reservation of Rights.** Grantor reserves for itself and the Grantor's Permittees, the right at all times to use, cross, re-cross, maintain, patrol and repair the Road in any manner that will not unreasonably interfere with the rights of Weyerhaeuser. Grantor shall not relocate, abandon, decommission, or otherwise modify the Road without the prior written consent of Weyerhaeuser.

5. **Non-Exclusive Easement; Third Parties.** Grantor may grant to third parties, including without limitation the Grantor Permittees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not interfere with the rights granted Weyerhaeuser hereunder.

6. **Road Maintenance.** The cost of road maintenance and resurfacing shall be allocated between the Parties on the basis of respective uses of the Road. When any Party uses the Road, or any portion thereof, that Party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Road or portions thereof are solely used by one Party, such Party shall maintain all or portions of the Road used to the standards existing at the time use is commenced. During periods when more than one party is using the Road or portions thereof, the Parties shall meet and establish necessary maintenance provisions. Such provisions may include without limitation, and upon mutual agreement of the Parties, (a) the appointment of a maintainer, which may be one of the Parties or a mutually acceptable third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the Road or portions thereof being used; and (b) a method of payment by which each party using the Road or portions thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing the Road or portion thereof. In the absence of an agreement as set forth above, Weyerhaeuser shall have the right to maintain and repair the Road in its discretion and to charge any party using the Road for its proportionate share of maintenance. For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as may be hereafter improved.

7. **The Parties' Responsibilities.** Each Party shall:

- a. Provide to the other Party at least ten (10) days advance notice prior to using the Road for any hauling activities;
- b. Take all reasonable precaution to prevent unauthorized persons from using the Road;
- c. Keep all existing gates, and any that may be installed on the Road in the future, closed and locked; provided, however, that the Parties may, from time to time leave gates (if any) on the Road open for reasonable extended periods during regular business hours in order to facilitate active timber harvest and other commercial operations of the Parties;
- d. Not drive with excessive speed upon the Roads;
- e. Immediately report to each other any dangerous or defective condition with respect to any portion of the Road; and
- f. Ensure that their respective permittees (Grantor Permittees for Grantor and Weyerhaeuser Permittees for Weyerhaeuser) and their respective employees, invitees, licensees, and contractors comply with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the use of the Road and the Easement Area, as well as all rules and responsibilities set forth herein

8. **Indemnity.** Each Party agrees to defend, indemnify, save, protect and hold harmless the other Party for, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, including (without limitation) each of their respective permittees (Grantor Permittees for Grantor and Weyerhaeuser Permittees for Weyerhaeuser), arising out of or in any way connected with the use of the Road by such Party and its Permittees; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other Party.

9. **Insurance.** Weyerhaeuser shall be required, before using the Road for commercial use, which includes logging activity, to obtain a policy of liability insurance. Minimum amounts of insurance shall be Comprehensive General Liability, including bodily injury and property damage in the amount of \$2,000,000 each occurrence. Comprehensive Automobile Liability insurance is to include minimum limits of \$1,000,000.

Grantor acknowledges that Weyerhaeuser is a self-insured company and accepts such self-insurance so long as the same is in accordance with, at a minimum, the limits and policies set forth in this Section 9. Grantor shall accept a letter confirming such self-insurance in lieu of a Certificate of Insurance.

10. **Assignment.** This Agreement shall be freely assignable by the Parties in their sole and absolute discretion.

11. **Environmental Matters.** Weyerhaeuser shall not cause nor permit any filling activity to occur in or on the Easement Area, except by prior written approval of Grantor. Weyerhaeuser shall

not deposit refuse, garbage, or other waste matter, or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Grantor Property or the Easement Area except in accordance with all applicable laws.

12. **Improvements.** Weyerhaeuser shall not make any improvements to the Easement Area or the Road without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, unless the Parties agree in writing to share the cost of improvements to the Easement Area or the Road, such improvements shall be made at the sole cost and expense of the improver.

13. **Fire Suppression and Control.** The Parties shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on Grantor's Property and spreading to the Weyerhaeuser Property and Grantor's Property. In case of fire, the Parties shall immediately notify each other, as well as appropriate government agencies, and shall make every reasonable effort to suppress or contain the fire.

14. **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties. The rights contained in this Agreement shall run with the land and inure to and be for the benefit of the Parties and their respective successors and assigns, forever.

15. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Grantor Property. By this grant, Grantor grants no greater rights than it is permitted to grant in view of such encumbrances.

16. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Weyerhaeuser and Grantor take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

17. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with



the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

18. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

19. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. **"Prevailing Party"** shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

20. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding party will chose the arbitrator from that list. Each candidate must have at least 15 years of real estate law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the parties and judgment on any award may be enforced in any court having jurisdiction thereof. The arbitration shall be held in King County, Washington.

21. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this

Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), on the next business day following the date on which the notice was sent, or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses are as follows:

If to Weyerhaeuser:

Weyerhaeuser Company  
Attn: Land Use Manager  
220 Occidental Avenue South  
Seattle, WA 98104

With a copy to:

Weyerhaeuser Company  
Law Dept. HQ7  
220 Occidental Avenue South  
Seattle, WA 98104

If to Grantor:

Engles Timberland Properties, LLC  
c/o Bank of America N.A.  
800 5<sup>th</sup> Avenue, 33<sup>rd</sup> Floor  
Seattle, WA 98104

**22. Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court serving the county in which the Easement Area is located. The Parties waive any right to a claim of *forum non conveniens*.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

ENGLES TIMBERLAND PROPERTIES, LLC  
a Texas limited liability company

By: [Signature]  
Its: VP, Asset Manager

By: \_\_\_\_\_

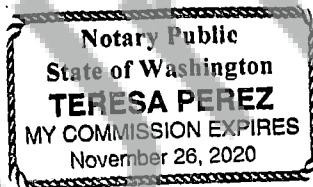
Its: \_\_\_\_\_

STATE OF WA )

COUNTY OF King )

On this 12<sup>th</sup> day of November, 2019, before me personally appeared Peter Felt to me known to be the Asset Manager, of Engle's Timberland Properties, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

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



Notary Public in and for the State of WA  
My appointment expires: Nov. 24, 2020



IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

**WEYERHAEUSER COMPANY**

a Washington corporation

By: Kristy Harlan

Printed Name: Kristy Harlan

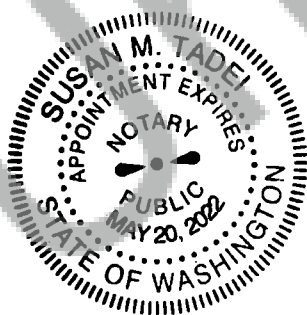
Title: General Counsel and Senior Vice President

STATE OF WASHINGTON )

COUNTY OF KING )

On this 31<sup>st</sup> day of October, 2019, before me personally appeared Kristy Harlan to me known to be the General Counsel and Senior Vice President of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

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



Susan M. Tadei

Notary Public in and for the State of Washington

Printed Name: Susan M. Tadei

Residing at: Indianola

My appointment expires: May 20, 2022

## EXHIBIT A

### Benefited Weyerhaeuser Property Legal Descriptions

#### County of Clark, State of Washington:

Township 2 North, Range 4 East:

Section 4: SE 1/4

Section 9: E 1/2; E 1/2 SW 1/4

Section 17: NW 1/4 NW 1/4

Township 3 North, Range 4 East:

Section 35: All

Township 4 North, Range 3 East:

Section 12: NE 1/4 SE 1/4; SW 1/4 SE 1/4; SE 1/4 SE 1/4; NW 1/4 SE 1/4 lying North and East of the thread of Big Tree Creek; SW 1/4 NE 1/4 lying North and East of the thread of Big Tree Creek; SE 1/4 NE 1/4 lying North and East of the thread of Big Tree Creek; NE 1/4 NE 1/4 lying North and East of the thread of Big Tree Creek

Township 4 North, Range 4 East:

Section 1: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 2: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 3: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 4: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 5: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 6: Gov't Lots 1-7, SE 1/4 NW 1/4; S 1/2 NE 1/4; SE 1/4

Section 7: Gov't Lots 1-4; E 1/2 W 1/2; E 1/2

Section 8: All

Section 9: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 16: All

Section 17: ALL EXCEPT the NE 1/4 SW 1/4 and the SE 1/4 SW 1/4

Section 18: Gov't Lot 1, E 1/2 NW 1/4; NE 1/4; NE 1/4 SE 1/4

Section 20: N 1/2 NE 1/4

Section 21: N 1/2

Section 22: SW 1/4 NW 1/4 and that portion of the NW 1/4 SW 1/4 described as follows:

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter and running thence West along the North line of said quarter, 508 feet; thence South 235 feet more or less, to the center line of the County Road; thence Easterly along said center line to the East line of the Northwest quarter of Southwest quarter; thence North to the point of beginning. EXCEPT that portion lying within County Road No. 12.

SW 1/4 NE 1/4 and that portion of the NW 1/4 SE 1/4 lying North of the County Road as now laid out and constructed. EXCEPTING THEREFROM that certain tract: Beginning at a point 200 feet East of the intersection of County Road No. 12 and the West line of the Southeast quarter of Section 22, Township 4 North, Range 4 East of the Willamette Meridian and running thence North 206 feet; thence East 200 feet; thence North 100 feet; thence East 125 feet; thence South 200 feet thence Southwesterly along the North line of County Road No. 12 to the point of beginning. EXCEPTING any portion conveyed to Quitclaim Deed dated October 8, 1999 and recorded May 3, 2000 as Document No. 3216026 in the records of Clark County, Washington.

SE 1/4 NE 1/4 EXCEPT that portion of the following described property lying within the Southeast quarter of the Northeast quarter of Section 22: BEGINNING at a point in the center of the County Road and the East line of the North half of the Southeast quarter and the South half of the Northeast quarter of Section 22, Township 4 North, Range 4 East of the Willamette Meridian in Clark County, Washington; thence running North along said East line 330 feet; thence in a Westerly direction 132 feet; thence South to the center of said county road, 330 feet; thence Easterly 132 feet along the center of county road to the point of beginning. ALSO EXCEPT that portion of the following described property lying within the Southeast quarter of the Northeast quarter of said Section 22: BEGINNING at a point in the center of the County Road 8 rods Westerly from a point in the center of said county road intersected by the East line of the North half of the Southeast quarter and the South half of the Northeast quarter of Section 22, Township 4 North, Range 4 East of the Willamette Meridian, Clark County, Washington, and running thence North 20 rods; thence Westerly 8 rods; thence South 20 rods to the center of said county road; thence Easterly 8 rods to the point of beginning.

ALSO EXCEPT county roads.

Section 23: N 1/2 NW 1/4; W 1/2 NW 1/4 NE 1/4; NW 1/4 NE 1/4 NE 1/4

Section 24: N 1/2 NE 1/4; NE 1/4 NW 1/4

Township 5 North, Range 2 East:

Section 2: SW 1/4

Section 3: The E 1/2 of the SE 1/4 EXCEPTING THEREFROM the South 10 rods; and INCLUDING

That portion of the SW 1/4 SE 1/4 described in instrument recorded August 22, 1967, under Clark County Auditor's File No. G496163 (Microfilm No. 678320) described as follows: BEGINNING at a point on the North line of the Southwest quarter of the Southeast quarter of Section 3 that is 113.4 feet East of the Northwest corner thereof, said point being on the Easterly right of way line of Pup Creek County Road; thence South 19° 24' East along said Easterly right of way line a distance of 255 feet to the true point of beginning of the tract herein described; thence continuing Southeasterly along the Easterly right of way line of the Pup Creek County Road to its intersection with the South line of the Southwest quarter of the Southeast quarter of said Section 3; thence East along said South line to the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 3; thence North along the East line of said Subdivision to the Northeast corner thereof; thence West along the North line of the Southwest quarter of the Southeast quarter of said Section 3 to a point that is 700 feet East of the Easterly right of way line of the Pup Creek County Road, which point bears North 68°39' East from the true point of beginning; thence South 68°39' West, a distance of 660.6 feet to the true point of beginning. EXCEPT the following:

BEGINNING at a 3/4 inch diameter iron pipe as the monument for the quarter section corner common to Sections 3 and 10, Township 5 North, Range 2 East of the Willamette Meridian in Clark County, Washington; thence East 1,003.49 feet and North 22.06 feet to the true point of beginning, being the Southeasterly corner of the herein described property and located on the Northerly right of way line of Clark County Road known as the Pup Creek Road (formerly the J. Lyon Road on County Road Projects, dated July 1933); Thence along the Northerly right of way line of said County Road, North 76°16'17" West, 556.48 feet to a point, the beginning of a 35°35'31" curve to the right with an interior angle of 69°00'00"; thence along the arc of said curve 193.86 feet to a point at the end of the curve; thence continuing along the Easterly right of way line of said County Road, North 7°06'17" West, 241.12 feet to a point; thence leaving said right of way line North 50°55'25" East, 466.98 feet to a point; thence North 75°19'22" East 117.71 feet to a point; thence South 37°34'42" East 484.12 feet to a point; thence South 10°08'58" West 456.93 feet, more or less, to the true point of beginning. EXCEPT any portion lying within Pup Creek Road.

Township 5 North, Range 3 West:

Section 5: SW 1/4; SW 1/4 SE 1/4; NW 1/4 SE 1/4 EXCEPT the NE 1/4 NW 1/4 SE 1/4

Section 7: Gov't Lot 1; NE 1/4 NW 1/4; N 1/2 NE 1/4

Section 8: E 1/2 NE 1/4; NW 1/4 EXCEPTING THEREFROM that portion described in Boundary Line Agreement and Quit Claim Deed recorded November 16, 2005 under Clark County Auditor Number 4084016

Section 24: E 1/2; NE 1/4 SW 1/4; SW 1/4 SW 1/4; SE 1/4 SW 1/4;

Section 25: NE 1/4; SE 1/4; E 1/2 of the NE 1/4 SW 1/4; NW 1/4 EXCEPT the W 1/2 W 1/2 W 1/2

Section 36: Those portions of the W 1/2 of the NE 1/4, E 1/2 NW 1/4, W 1/2 SE 1/4 lying West of the thread of the westernmost branch of an unnamed creek.

Township 5 North, Range 4 East:

Section 1: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 2: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 3: S 1/2 N 1/2; S 1/2

Section 4: Gov't Lots 1-4; S 1/2 N 1/2; S 1/2

Section 5: Gov't Lots 1-3; S 1/2 NE 1/4; SE 1/4 NW 1/4; SE 1/4; Those portions of the fractional West half of the NW 1/4 and NW 1/4 SW 1/4, lying West of the center of Canyon Creek; NE 1/4 SW 1/4 EXCEPTING THEREFROM that portion as described in Quit Claim Deed recorded December 4, 2002, under Clark County Auditor Number 3551168, between Weyerhaeuser Company, a Washington corporation and Casey Dale, a married man as his separate estate

Section 7: NE 1/4 SE 1/4; S 1/2 SE 1/4; that portion of the N 1/2 of the NW 1/4 of the SE 1/4 lying Southerly of the existing road; that portion of the S 1/2 of the NW 1/4 of the SE 1/4 lying Southerly of a line running North 68° East from a point on the West line thereof which is Southerly 247.7 feet from the Northwest corner; E 1/2 SE 1/4 SW 1/4 EXCEPT the North 150 feet as described in Statutory Warranty Deed dated April 1, 1980, recorded May 9, 1980, under Clark County Auditor Number 8005090041

Section 8: W 1/2 SW 1/4; S 1/2 SE 1/4

Section 9: All

Section 10: All

Section 11: All

Section 12: All

Section 13: All

Section 14: All

Section 15: All

Section 16: All

Section 17: All

Section 18: E 1/2 SE 1/4; SE 1/4 SW 1/4; SW 1/4 SE 1/4

Section 19: Gov't Lots 1-4; E 1/2 W 1/2 E 1/2;

Section 20: All

Section 21: All

Section 22: All

Section 23: All

Section 25: All

Section 26: All

Section 27: All

Section 29: All



Section 30: Gov't Lots 1-4; E 1/2 W 1/2; E 1/2

Section 31: Gov't Lots 1-4; E 1/2 W 1/2; E 1/2

Section 32: All

Section 33: All

Section 34: All

Section 35: All

Section 36: All

Township 6 North, Range 4 East:

Section 32: S 1/2 SE 1/4

Section 33: S 1/2 S 1/2

**County of Klickitat, State of Washington:**

Township 4 North, Range 10 East:

Section 12: SW 1/4

Section 13: A tract of land in the Southeast quarter of the Southwest quarter of Section 13, more particularly described as follows: Beginning at the Northwest corner of said Southeast quarter of the Southwest quarter; Thence South a distance of 660 feet along the West line of said Southeast quarter of the Southwest quarter; Thence in a Northeasterly direction to a point on the North line of said Southeast quarter of the Southwest quarter to a point that is 990 feet East of the Northwest corner of said Southeast quarter of the Southwest quarter; thence West 990 feet to the point of beginning.

Section 14: S 1/2 SE 1/4; SE 1/4 SW 1/4

Township 4 North, Range 11 East:

Section 4: North half of Gov't Lot 3; SW 1/4 NW 1/4; SE 1/4 NW 1/4

Section 5: SE 1/4; SE 1/4 SW 1/4

Section 7: Gov't Lots 3 and 4; NE 1/4 SW 1/4; NW 1/4 SE 1/4; The North half of the Northeast quarter of the Southeast quarter; The North half of the South half of the Northeast quarter of the Southeast quarter; The Southeast quarter of the Southwest quarter of Section 7: EXCEPT the East 16.5 rods; ALSO EXCEPT the following described tract: Beginning at a point on the North line of said Southeast quarter of the Southwest quarter 268.6 feet West of the Northeast corner; thence West along said North line 856.3 feet; thence South 20°08' West 98 feet; Thence South 10°52' East 179 feet; thence South 27° 02' East 438.8 feet; thence North 75°44' East 367.6 feet; thence North 54°44' East 368.4 feet; thence North 1°00' East 367 feet to the point of beginning.

Section 8: SE 1/4; N 1/2 SW 1/4; SE 1/4 SW 1/4; S 1/2 NW 1/4; NE 1/4 NW 1/4; NE 1/4 NE 1/4

Section 9: SW 1/4

Section 13: NW 1/4; SW 1/4; NW 1/4 NE 1/4; NE 1/4 NE 1/4; NW 1/4 SE 1/4 EXCEPT a portion in the NE 1/4 NW 1/4 SE 1/4; FURTHER EXCEPTING THEREFROM the following described tract: That portion lying East of the following described line and North of the County Road, Beginning at a point on the North boundary of the South half of the Northeast quarter of Section 13, Township 4 North, Range 11 East, W.M., said point being an iron pipe 1,311.2 feet South and 51.4 feet West of the Northeast section corner of said Section 13; thence South 59°22' West for a distance of 1,112.10 feet to an iron pipe; thence South 75°03' West for a distance of 428.30 feet to an iron pipe; thence South 10°01' West for a distance of 580.00 feet to an iron pipe; thence South 43°02' East for a distance of 774.2 feet to an iron pipe; thence South 72°47' East for a distance of 33.30 feet to an iron pipe; thence South 05°55' West for a distance of 731.3 feet, more or less, along the South boundary of the Northeast quarter of the Southeast quarter of said Section 13, to the Westerly boundary of the County Road; thence Northerly and Easterly along the North boundary of said County Road to the East boundary of Section 13, Township 4 North, Range 11 East, W.M.

Section 23: NE 1/4 NE 1/4; NE 1/4 SE 1/4 NE 1/4; N 1/2 SE 1/4 SE 1/4 NE 1/4

Section 24: N 1/2 NW 1/4; W 1/2 SW 1/4 NW 1/4 EXCEPT that portion lying within Sleepy Hollow Road; W 1/2 NW 1/4 SW 1/4 EXCEPT that portion lying within Sleepy Hollow Road.

Section 27: NW 1/4 NE 1/4; NW 1/4 NW 1/4; NE 1/4 NW 1/4 EXCEPT the E 1/2 of the E 1/2 of the NE 1/4 NW 1/4; SE 1/4 NW 1/4 EXCEPT the E 1/2 of the E 1/2 of the SE 1/4 NW 1/4; SW 1/4 NW 1/4 EXCEPT the W 1/2 of the E 1/2

Section 28: NE 1/4; SW 1/4; W 1/2 SE 1/4

Township 4 North, Range 12 East:

Section 4: SW 1/4 NW 1/4; Gov't Lot 4 EXCEPT that portion described as follows: Beginning at a point on the North line of said Section 4 where it is intersected by a wagon road (said point being about 200 feet East of the Northwest corner of said Section 4); thence West along the North line of said Sections 4 and 5 a distance of 250 feet; thence Southerly parallel with said wagon road 350 feet, more or less, to the Northerly bank of a small brook; thence Easterly along said Northerly bank of brook 250 feet, more or less, to said road; thence Northerly along said road 350 feet, more or less, to the point of beginning.

Section 5: Gov't Lots 1-4, SW 1/4 NW 1/4, SE 1/4 NW 1/4, SW 1/4; SW 1/4 NE 1/4; SE 1/4 NE 1/4; NW 1/4 SE 1/4; NE 1/4 SE 1/4, SW 1/4 SE 1/4; SE 1/4 SE 1/4 EXCEPT that portion of the East 3/4 of the of the East 1/2

Section 7: SE 1/4

Section 8: All

Section 9: W 1/2 SW 1/4

Section 17: NW 1/4; NE 1/4; N 1/2 S 1/2; SE 1/4 SE 1/4; E 1/2 SE 1/4 SW 1/4; W 1/2 SW 1/4 SE 1/4

Township 5 North, Range 11 East:

Section 25: NW 1/4

Section 26: SE 1/4; S 1/2 NE 1/4; SW 1/4 NW 1/4 lying South of Glenwood Highway; SE 1/4 NW 1/4; NE 1/4 NW 1/4 lying South of Glenwood Highway; NW 1/4 NE 1/4 lying South of Glenwood Highway; NE 1/4 NE 1/4; SE 1/4 NE 1/4

Township 5 North, Range 12 East:

Section 8: NW 1/4; S 1/2 SW 1/4

Section 9: SW 1/4

Section 10: NW 1/4; NE 1/4; SW 1/4; W 1/2 SE 1/4

Section 15: W 1/2 NW 1/4

Section 17: NE 1/4; E 1/2 NW 1/4

Section 18: SE 1/4 NW 1/4; SW 1/4 NE 1/4; NE 1/4 SW 1/4; NW 1/4 SE 1/4

Section 33: SW 1/4; SW 1/4 NW 1/4; NW 1/4 SE 1/4; SW 1/4 SE 1/4; SE 1/4 SE 1/4; SW 1/4 NE 1/4; SE 1/4 SE 1/4; NE 1/4 NE 1/4

**County of Skamania, State of Washington:**

Township 2 North, Range 5 East:

Section 1: Gov't Lots 1-4; SW 1/4; SW 1/4 NW 1/4; SW 1/4 NE 1/4 EXCEPTING THEREFROM that portion conveyed to Steven E. Epling, in Bargain and Sale Deed dated March 7, 2017, recorded under Clark County Auditor Number 2017000537.

Section 3: Gov't Lots 1-4; SW 1/4; SE 1/4; S 1/2 N 1/2

Section 4: Gov't Lots 1-4; SW 1/4; SE 1/4; S 1/2 N 1/2

Section 5: Section 4: Gov't Lots 1-4; SW 1/4; SE 1/4; S 1/2 N 1/2

Section 6: Gov't Lots 1-7; SE 1/4; SE 1/4 NW 1/4; E 1/2 SW 1/4; S 1/2 NE 1/4

Section 7: E 1/2 E 1/2; SW 1/4 NE 1/4 EXCEPT any portion lying within a public road.

Section 8: All

Section 9: All

Section 10: All

Section 11: NE 1/4 SE 1/4

Section 12: NW 1/4 SW 1/4

Section 17: All EXCEPT that portion in the SE 1/4 SW 1/4 lying South of the West Fork of the Washougal River

Section 20: NW 1/4 NW 1/4

Section 25: NW 1/4 NW 1/4; NE 1/4 NW 1/4; SW 1/4 NW 1/4; NW 1/4 NE 1/4; NW 1/4 SW 1/4; NE 1/4 SW 1/4; N 1/2 SW 1/4 SW 1/4; N 1/2 SE 1/4 SW 1/4; SW 1/4 SE 1/4 lying North of Kellett Road; NW 1/4

SE 1/4 EXCEPT that portion lying South of Kellett Road; SE 1/4 NE 1/4 and NE 1/4 NE 1/4 EXCEPT that portion described in Deed recorded June 10, 2019 under Skamania County Auditor Number 2019-000984.

Section 26: NE 1/4 SW 1/4; NW 1/4 SE 1/4 EXCEPT that portion of the Bonneville Transmission Line; NE 1/4 SE 1/4 EXCEPT that portion of the Bonneville Transmission Line

Township 2 North, Range 6 East:

Section 17: S 1/2 SW 1/4 SW 1/4

Section 18: S 1/2 SE 1/4 SE 1/4

Section 19: NE 1/4; NW 1/4; Gov't Lot 4; E 1/2 SW 1/4

Section 30: Gov't Lot 1-2, NE 1/4 NW 1/4; SE 1/4 NW 1/4 EXCEPT that portion described in Deed recorded September 7, 1993 in Volume 139, page 527.

Township 2 North, Range 7 East:

Section 2: A portion of Gov't Lot 2 lying North of the Bonneville Transmission Line; a portion of the NW 1/4 NW 1/4 lying North of the Bonneville Transmission Line; a portion of the SW 1/4 NW 1/4

Section 3: Gov't Lots 1-5; S 1/2 NW 1/4; SW 1/4 NE 1/4; N 1/2 SW 1/4; NW 1/4 SE 1/4 EXCEPT that portion lying within the Bonneville Transmission Line; SW 1/4 SW 1/4; SE 1/4 SW 1/4 EXCEPT that portion lying within the Bonneville Transmission Line.

Township 3 North, Range 4 East:

Section 35: All

Township 3 North, Range 5 East:

Section 22: SE 1/4

Section 23: SW 1/4

Section 26: SW 1/4; SW 1/4 NW 1/4; SW 1/4 SE 1/4

Section 27: All

Section 28: E 1/2 E 1/2

Section 32: All

Section 33: W 1/2

Section 34: N 1/2 NE 1/4

Township 3 North, Range 7.5 East:

Section 24: Gov't Lots 5-9, that portion of Gov't Lot 10 lying Northerly of Wolf Creek; SE 1/4

Section 25: NE 1/4; Gov't Lots 5, 6, 8, and the West half of Gov't Lot 7; E 1/2 NW 1/4 SE 1/4; NE 1/4 SE 1/4 EXCEPT that portion lying within the Bonneville Transmission Line

Township 3 North, Range 8 East:

Section 8: SE 1/4 NW 1/4 EXCEPT that portion lying North of Bear Creek; NE 1/4 SW 1/4

Section 18: SE 1/4 SW 1/4

Section 19: Gov't Lot 4, SE 1/4 SW 1/4; SW 1/4 SE 1/4; NE 1/4 NW 1/4; NW 1/4 NE 1/4; SE 1/4 NW 1/4

Section 30: Gov't Lots 1-4; E 1/2 W 1/2; NW 1/4 SE 1/4; SW 1/4 SE 1/4 EXCEPT that portion lying within the Bonneville Transmission Line.

Township 4 North, Range 7 East:

Section 15: That part of the East half lying North of the Wind River Highway, EXCEPT the following described tract of land:

Beginning at a point 2,030.1 feet South 00°22' West of Section corner common to Section 10, 11, 14 and 15, Township 4 North, Range 7 E.W.M., 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 450.00 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 way boundary of Leete Road for a distance of 1,299.4 feet more or less to the point of beginning.

Township 4 North, Range 7.5 East:

Section 25: Commencing at a point 1,980 feet East of the Southwest corner of the Southeast quarter of Section 25, Township 4 North, Range 7.5 East of the Willamette Meridian; thence North 1,080 feet; thence East 660 feet to the section line; thence South 1,080 feet to the Southeast corner of said Section 25; thence West 660 feet to the point of beginning.

Section 36: NE 1/4 NE 1/4



## **EXHIBIT B**

Grantor's Property

County of Clark, State of Washington

Township 3 North, Range 4 East, W.M.:

Section 14: S 1/2 N 1/2; S 1/2 S 1/2; NW 1/4 SW 1/4

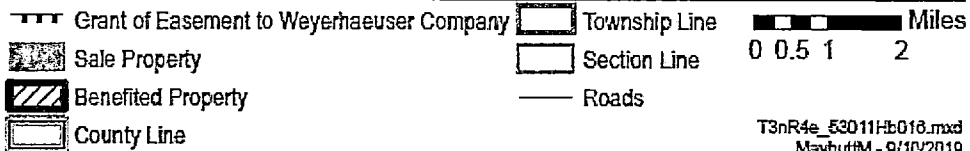
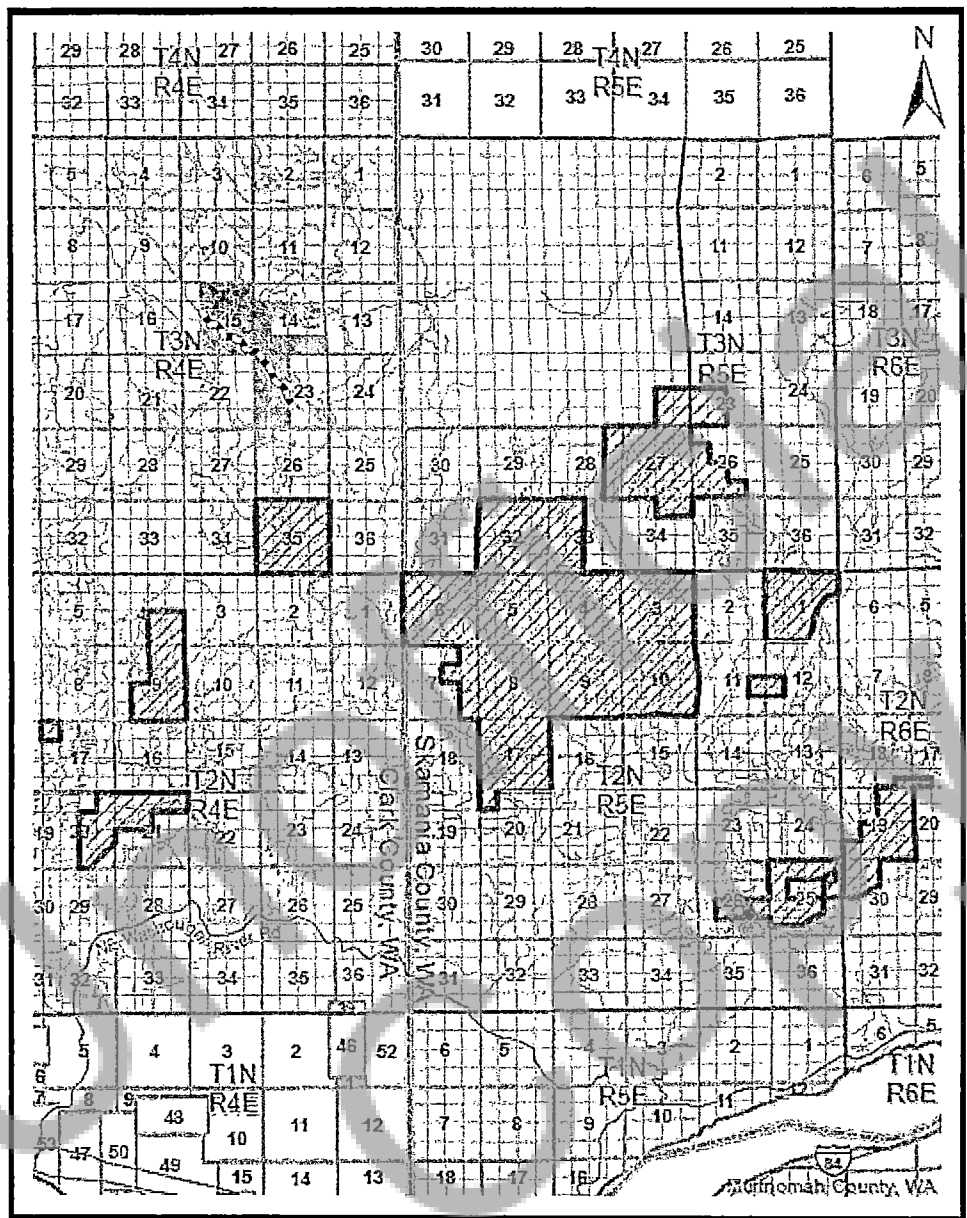
Section 15: E 1/2; E 1/2 W 1/2

Section 23: W 1/2

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# EXHIBIT C-1

Map of the Easement Area, the Road and the benefitted Weyerhaeuser Property  
Clark County, Washington



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Mayhutm - 9/10/2019

## EXHIBIT C-2

Map of the benefitted Weyerhaeuser Property

