

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. All other mineral assets owned by Grantor are conveyed to Grantee.

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, performed in compliance with applicable law. It is intended and agreed by the parties that this covenant shall be 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

(x) easement, including the terms and provisions thereof: Recorded: August 28, 1942; Book: 29, Page: 238;

(xi) easement, including the terms and provisions thereof: Recorded: September 15, 1942; Book: 29, Page: 250;

(xii) easement, including the terms and provisions thereof: Recorded: January 6, 1943; Book: 29, Page: 356;

(xiii) easement, including the terms and provisions thereof: Recorded: December 2, 1947; Book: 31, Page: 548;

(xiv) easement, including the terms and provisions thereof: Recorded: July 8, 1981; Book: 79, Page: 950;

(xv) easement, including the terms and provisions thereof: Recorded: November 26, 1984; Book: 84, Page: 98; easement supplemental, including the terms and provisions thereof: Recorded: March 13, 1997; Book: 163, Page 331;

(xvi) easement, including the terms and provisions thereof: Recorded: December 17, 1993; Book: 140, Page: 348;

(xvii) assignment and assumption agreement as to easements, including the terms and provisions thereof: Recorded: November 3, 1988; Book: 111, Page: 630 & 636;

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

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

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

(xxi) survey as recorded under Skamania County Auditor Number 2017000989;

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 16 day of March, 2020.

WEYERHAEUSER COMPANY
a Washington corporation

By

Name James R. Johnston

Title Vice President

Unofficial
Copy

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 18th day of March, 2020, 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"

Legal Description of the Property

Skamania County, Washington

PARCEL NO. 1:

The East one-half of the Southeast one-quarter (E 1/2 SE 1/4), the South one-half of the Northeast one-quarter (S 1/2 NE 1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S 1/2 NE 1/4 NE 1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

EXCEPTING THEREFROM: A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S 1/2 NE 1/4 NE 1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North 01°07'54" East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

PARCEL NO. 2:

All of Section Eight (8), Township Two (2) North, Range Five (5) East of the Willamette Meridian, lying Southerly of the following described line, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditor's File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17

feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, continuing along said center-line, North 88°24'23" East for a distance of 308.97 feet; thence, continuing along said center-line, North 44°14'20" East for a distance of 531.93 feet; thence, continuing along said center-line, North 46°11'04" East for a distance of 498.61 feet; thence, continuing along said center-line, North 71°42'22" East for a distance of 138.01 feet to the East line of said Section 8, as shown on said survey, being the **TERMINUS** of this line, from which the Northeast corner of Section 8, bears North 00°55'56" East a distance of 1,113.49 feet;

TOGETHER WITH that portion of Section 8, Township 2 North, Range 5 East of the Willamette Meridian, as situated within Skamania County, Washington, said parcel being more particularly described as follows, to-wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditor's File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2,086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43",

for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of 52°18'47", for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South 62°26'42" West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South 70°34'26" West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South 01°07'54" West, along said West line, for a distance of 192.68 feet to the TRUE POINT OF BEGINNING

PARCEL NO. 3:

All of Section Seventeen (17), Township Two (2) North, Range Five (5) East of the Willamette Meridian. EXCEPTING THEREFROM that portion conveyed to Gary Talboy in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

PARCEL NO. 4:

The Northwest One-quarter of the Northwest One-quarter (NW 1/4 NW 1/4) of Section Twenty (20), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

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 Subdivision Ordinance under Title 17. The herein described property cannot be further subdivided and sold below 20 acres without conforming to the State of Washington and Skamania County Subdivision laws.

Skamania County Assessor

Date 3/26/20 ⁶⁻⁵ Parcel# 2-5-900 +
2-5-20-300