
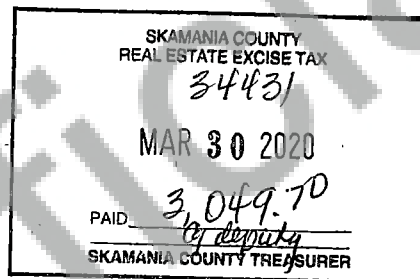


Skamania County, WA  
Total: \$109.50  
DEED  
Pgs=7  
2020-000736  
03/30/2020 04:49 PM  
Request of: LATHE E SIMMONS AND JANICE A SIMMO  
  
00003141202000007360070070

FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
Lathe E. Simmons and Janice A. Simmons  
843 North P Street  
Washougal, WA 98671  
File No. T2019-638

SEND TAX STATEMENTS TO:  
Lathe E. Simmons and Janice A. Simmons  
843 North P Street  
Washougal, WA 98671



**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation  
**GRANTEE:** LATHE E. SIMMONS AND JANICE A. SIMMONS, a married couple  
**COUNTY:** SKAMANIA  
**ABBREVIATED LEGAL:**  
NE1/4SE1/4 of Sec. 11 and NW1/4SW1/4 of Sec. 12, T2N, R5E, W.M.,  
**ASSESSOR PARCEL #:** 02-05-00-0-0-1300-00 CS.

### 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 LATHE E. SIMMONS and JANICE A. SIMMONS, a married couple, as community property, having an address of 843 North P Street, Washougal, Washington 98671 ("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 tidal waters, navigable rivers and/or great ponds;
- (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 November 24, 1942; Book 29, Page 329 (327 Deleted)
- (xi) mineral reservations, including the terms and provisions recorded October 30, 1950; Book 33, Page 293;
- (xii) easement, including the terms and provisions recorded January 10, 1953, in Book 36, page 110;

(xiii) easement reserved in Deed, including the terms and provisions recorded June 28, 1968, Book 59, page 182;

(xiv) memorandum of road use agreement, including the terms and provisions recorded September 19, 1969, Book 61, page 188

(xv) easement agreement, including the terms and provisions recorded September 19, 1969, Book 61, page 197;

(xvi) assignment of easement, including the terms and provisions recorded September 19, 1969, Book 61, page 205;

(xvii) easement, including the terms and provisions recorded December 2, 1974, Book 67, page 955;

(xviii) mineral reservations, including the terms and provisions recorded December 18, 1987, Book 107, page 950;

(xix) assignment and assumption agreement, including the terms and provisions recorded November 3, 1988, Book 111, page 630;

(xx) assignment and assumption agreement restatement of road use agreement, including the terms and provisions recorded November 3, 1988, Book 111, page 636;

(xxi) easement and matters as shown on the survey, recorded April 4, 20102, under recording number 2012180400;

(xxii) easement, including the terms and provisions recorded August 4, 2016, under recording number 2016001553;

(xxiii) easement agreement, including the terms and provisions for road; recorded January 17, 2019, under recording number 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 18<sup>th</sup> day of March, 2020.

WEYERHAEUSER COMPANY

a Washington corporation

By 

Name James R. Johnston

Title Vice President

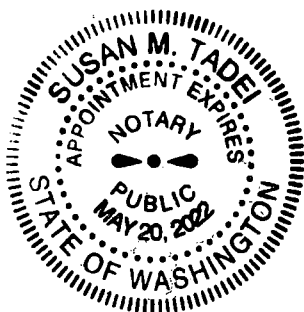
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ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this 18<sup>th</sup> 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**

The Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of Section 11; The Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section 12; All in Township 2 North, Range 5 East, W.M., Skamania County, Washington.

Skamania County Assessor

Date 8/30/20 Parcel# 2-S-1300  
G.S.