



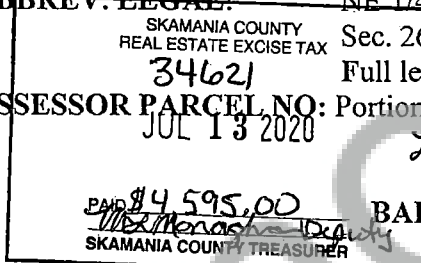
FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Eagle Junction LLC
P.O. Box 170
Washougal, WA 98671
File No. T2020-236

SEND TAX STATEMENTS TO:
Eagle Junction LLC
P.O. Box 170
Washougal, WA 98671

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: EAGLE JUNCTION LLC, a Washington limited liability company
COUNTY: SKAMANIA

ABBREV. LEGAL: NE 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4,
Sec. 26, T 2 N, R 5 E., W.M.
Full legal description on page 5

ASSESSOR PARCEL NO: Portion of 02-05-26-0-0-1000-00



Planning Department - Exemption over
20 acres approved by:
APL 07/13/2020

PTN
Jm 7/13/2020

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, having an address of 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 EAGLE JUNCTION LLC, a Washington limited liability company, having an address of P.O. Box 170, Washougal, Washington 98671 ("Grantee").

RESERVING UNTO GRANTOR, and Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns forever, an undivided seventy-five percent (75%) 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.

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 legal 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 conveyance of the Property herein is 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, reservations, restrictions, 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) Easement, including the terms and provisions, Recorded June 11, 1935 Book Y, Page 217;
- (xi) Easement, including the terms and provisions, Recorded February 6, 1939, Book 27, Page 319;
- (xii) Easement, including the terms and provisions, Recorded February 27, 1951, Book 33, Page 389;
- (xiii) Easement, including the terms and provisions, Recorded April 9, 1951, Book 33, Page 417;
- (xiv) Memorandum of Road Use Agreement, including the terms and provisions, Recorded September 19, 1969, Book 61, Page 188;
- (xv) Easement, 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 November 26, 1984, Book 84, Page 98;
- (xviii) Easement Supplemental, including the terms and provisions, Recorded February 16, 1995, Book 148, Page 306;
- (xix) Easement Supplemental, including the terms and provisions, Recorded November 30, 1995, Book 153, Page 985;
- (xx) Mineral Reservations, including the terms and provisions, Recorded November 30, 1987 Book 107, Page 720 Said reservation was assigned by instrument: Recorded April 1, 1991 Book 122, Page 850, and all other matters, including taxes, affecting that interest;

- (xxi) Easement, including the terms and provisions, Recorded October 31, 1988 Book 111, Page 420;
- (xxii) Easement, including the terms and provisions, Recorded November 3, 1988, Book 111, Page 620;
- (xxiii) Assignment and Assumption Agreement Restatement of Road Use Agreement, including the terms and provisions, Recorded November 3, 1988 Book 111, Page 636
- (xxiv) Easement, including the terms and provisions, Recorded November 30, 1988, Book 112, Page 40;
- (xxv) Easement, including the terms and provisions Recorded February 2, 1993, Book 133, Page 231;
- (xxvi) Easement, including the terms and provisions Recorded October 15, 1997, Book 169, Page 966; and
- (xxvii) Easement, including the terms and provisions, Recorded January 17, 2019, As 2019000062; and
- (xxviii) Easement, including the terms and provisions thereof: for ingress and egress recorded March 23, 2020, as 2020000668.

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

Subject to the matters above, 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.

[SIGNATURE ON FOLLOWING PAGE]

DATED the July day of ~~June~~, 2020.

WEYERHAEUSER COMPANY

By: Diane M. Meyers
Name: Diane M. Meyers
Title: Vice President

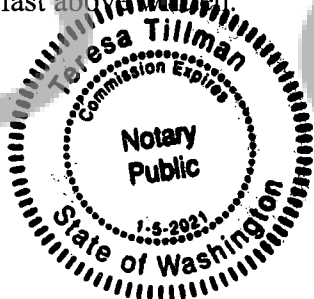


ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 30th day of June, 2020, I certify that I know or have satisfactory evidence that Diane M. Meyers is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated that she 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.



Teresa Zillman
Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: Jan 05, 2021
Printed Name: Teresa Zillman

Exhibit "A"

Legal Description of the Property

Skamania County, Washington

Being a portion of the North half of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 26, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

The Northeast quarter of the Southwest quarter of Section 26;

Also that portion of the North half of the Southeast quarter of Section 26, lying Westerly of the Westerly right-of-way line of the BPA right-of-way line as described under Skamania County Auditor's File Number 26973 as shown in that Survey recorded under Skamania County Auditor's File Number 2011178318;

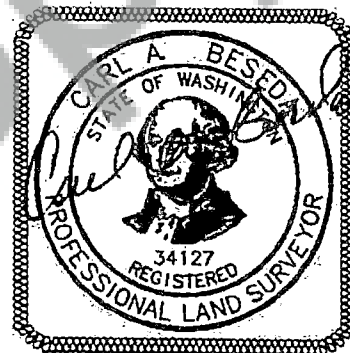
Lying within that property described in that Deed recorded in Book 38, Page 365 Skamania County Auditor's Records, described as follows:

Beginning at the Southeast corner of Section 26; thence North along the section line, 1400 feet to the true point of beginning; thence running West to the West line of the Southeast quarter of said section; thence North to the Northwest corner of the Southeast quarter of said section; thence East to the Northeast corner of the Southeast quarter of said section; thence South to the said point of beginning which is 1400 feet North of the Southeast corner of said section.

Contains approximately 63.2 acres.

Skamania County Assessor

Date 7-13-20 Parcel# 02052600100000
MM PTN



07/2/2020



McCloskey Creek HBU West Segregation (AKS Job #8161)
Legal Description

June 1, 2020
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