

Skamania County, WA  
Total: \$108.50  
DEED  
Pgs=6

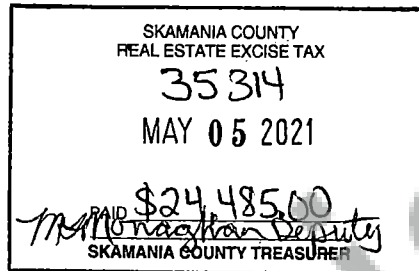
2021-001579

05/05/2021 02:48 PM

Request of: COLUMBIA GORGE TITLE



FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
First American Title Insurance Company  
Attn: Laura Johnson  
920 5th Ave., Suite 1200  
Seattle, WA 98104  
File No. T0210224524



SEND TAX STATEMENTS TO:

Chilton Inc.  
Attn: Craig Chilton  
1760 Down River Drive  
Woodland, WA 98674

1st AM

NCS 1060364 (b)

**GRANTOR:** WEYERHAEUSER COMPANY, a Washington corporation

**GRANTEE:** CHILTON INC., a Washington corporation

**COUNTY:** SKAMANIA

**ABBREVIATED LEGAL:** Ptn. Felix G. Iman D.L.C., Ptn. Gov't Lot 2, Ptn. W1/2NW1/4 in Sec. 2, T2N, R7E, and Gov't Lots 1, 2, 3, and 5, SW1/4NE1/4, S1/2NW1/4, SW1/4, NW1/4SE1/4 and Ptn. Gov't Lot 4, Sec. 3, T2N, R7E, W.M.

**ASSESSOR PARCEL #:** 02-07-03-0-0-0100-00; 02-07-03-0-0-0101-00; 02-07-03-0-0-0200-00

### 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 CHILTON INC., a Washington corporation, whose address is 1760 Down River Drive, Woodland, Washington 98674 ("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 and mineral 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, and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom, all conducted in accordance with federal and state laws. Said forest management activities and mineral operations 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 and mineral operations legally conducted on Grantor’s adjacent or nearby 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 adjacent or nearby 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 navigable rivers;

(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 reservation of Oil, Gas and Other Minerals as contained in Bargain and Sale Deed, including the terms and provisions thereof, from W.B. Ludwig and Juanita L. Ludwig, husband and wife, to Merle Talent and Gloria Talent, husband and wife, recorded February 15, 1954 in Book 37, Page 486; Assignment of Mineral Interest to Juanita McCash, et al by instrument recorded February 14, 1989 in Book 112, Page 988; and

SUBJECT TO an Easement, including the terms and provisions thereof, for Right of Way granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, recorded January 4, 1955 in Book 40, Page 462; and

SUBJECT TO an Easement, including the terms and provisions thereof, for transmission lines granted to the United States of America, recorded May 24, 1963 in Book 51, Page 323; and

SUBJECT TO an Easement, including the terms and provisions thereof, for transmission line and access road granted to the United States of America, recorded September 10, 1970 in Book 62, Page 70; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded November 26, 1984 in Book 84, Page 98; Easement Supplement by instrument recorded June 26, 1985 in Book 84, Page 692; Easement Supplement by instrument recorded September 1, 1988 in Book 110, Page 695; and

SUBJECT TO a Statement of Claim of Mineral interest of William Bangs, et al, including the terms and provisions thereof, recorded August 21, 1989 in Book 115, Page 543; and

SUBJECT TO an Easement, including the terms and provisions thereof, for access road granted to the United States of America, Department of Energy, Bonneville Power Administration, recorded April 27, 1995 in Book 149, Page 547; and

SUBJECT TO an Easement, including the terms and provisions thereof, recorded January 27, 2015 under Recording No. 2015000116; and

SUBJECT TO an Easement, including the terms and provisions thereof, for Right of Way recorded March 23, 2020 under Recording No. 2020000668; and

SUBJECT TO a Reservation of Oil, Gas and Other Minerals as contained in Deed, including the terms and provisions thereof, from James L. Freeman and Mary E. Freeman, husband and wife, to Carl Krohn and Esther Krohn, husband and wife, recorded June 7, 1955 in Book 39, Page 447; and

SUBJECT TO an Easement, including the terms and provisions thereof, for road, recorded November 3, 1971 in Book 63, Page 449; and

SUBJECT TO an Easement, including the terms and provisions thereof, for road, recorded October 17, 1977 in Book 73, Page 635; said easement was amended/modified by instrument recorded June 23, 1978 in Book 75, Page 5; and

SUBJECT TO Reservation of Oil, Gas and Other Minerals, as contained in Bargain and Sale Deed, including the terms and provisions thereof, from Cavenham Forest Industries Inc. to Cavenham Energy Resources Inc., recorded November 30, 1987 in Book 107, Page 720; Assignment of mineral interest to Hanson Natural Resources by instrument recorded April 1, 1991 in Book 122, Page 850; and

SUBJECT TO Reservation of Oil, Gas and Other Minerals, as contained in Tax Deed, including the terms and provisions thereof, from Sandra Willing, as Treasurer of Skamania County to Skamania County, recorded January 25, 1993 in Book 132, Page 978.

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.

DATED the 27<sup>th</sup> day of April, 2021.

[Signature page follows]

By

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**Exhibit "A"**

**Legal Description of the Property**

**Skamania County, Washington**

**Parcel 1: 02-07-03-0-0-0100-00**

That portion of the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Transmission Lines.

**ALSO:** that portion of Government Lot 2 and the West Half of the Northwest Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northwesterly of the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Transmission Lines.

**Parcel 2: 02-07-03-0-0-0101-00**

Government Lots 1, 2, 3 and 5, the Southwest Quarter of the Northeast Quarter, the South Half of the Northwest Quarter, the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying within the 300-foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.

**Parcel 3: 02-07-03-0-0-0200-00**

Government Lot 4 of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

**Skamania County Assessor**

Date 5/5/21 Parcel# 2-7-3-100  
2-7-3-101  
2-7-3-200