Skamania County, WA Total:\$209.50 DEED

2022-000175 01/26/2022 11:52 AM

Request of: COLUMBIA GORGE TITLE

TIMBER DEED .

00012027202200001750070079

When recorded return to:
Northwest Logging Company, LLC
2522 N. Proctor St. PMB 15
Tacoma, WA 98406
Attn: Damon Gustafson

SKAMANIA COUNTY
PREAL ESTATE EXCISE TAX

N/A

JAN 26 2022

PEFER TO EXCISE # 35941

DTD //36/2022

MANDONASTAM DEPLY
SKAMANIA COUNTY TREASURER

DOCUMENT TITLE: TIMBER DEED

REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED: N/A

GRANTEE: NORTHWEST LOGGING COMPANY, LLC, a Washington limited liability company

ABBREVIATED LEGAL DESCRIPTION: Ptn. Sec 15, 21 \*22, T2N, RUE W.M. (Complete Legal on Page 5 of Document)

TAX PARCEL NUMBER(S): #02060000230005 and 02060000230000

Im 1/26/2022

## TIMBER DEED

THE GRANTOR, AARON MICHELSEN for and in consideration of Ten (10) Dollars and other consideration in hand paid, conveys to GRANTEE, NORTHWEST LOGGING COMPANY, LLC, a Washington limited liability company, all the timber and forest products, regardless of species (the "Timber"), lying, standing or existing on the real property legally described on the attached EXHIBIT A (the "Property") and is subject to the following terms and conditions:

- 1. <u>Title to Timber and Timber Rights</u>. Grantor warrants it has good and merchantable title to the Timber and all rights related to the Timber free and clear of all monetary liens and encumbrances and subject only to those exceptions set forth on the attached EXHIBIT B.
- 2. <u>Access to Property to Harvest Timber; Logging Roads.</u> Seller hereby grants to Purchaser and its employees, contractors, agents and representatives the right to enter over, on and across the Property for the purpose of harvesting the Timber. Purchaser will complete its harvest

of the Timber by December 1, 2022 (the "Harvest Expiration Date"). (\*Although it is the Purchasers intention to start harvest operations immediately. If Purchaser fails to remove the Timber by the Harvest Expiration Date, all of Purchaser's right, title and interest in the Timber shall automatically terminate, and Seller shall retain the full Purchase Price as payment for any Timber harvested before the Harvest Expiration Date, a license fee for access to the Property, and liquidate damages. Purchaser and its employees, contractors, agents and representatives also shall have the right to use any roads existing on the Property and to construct logging access roads on the Property as required to harvest the Timber in locations approved by Seller.

- 3. <u>Conduct During Timber Harvest; Permits.</u> During Purchaser's harvest of the Timber, Purchaser agrees to observe all federal, state and municipal laws and regulations pertaining to safety, forestry, fire prevention and suppression, and other laws and regulations related to Purchaser's harvest of the Timber. In addition, Purchaser specifically agrees to obtain all applications and permits and post all bonds required by any governmental authority related to the Timber harvest and to comply with all the conditions listed on any such permit related to Purchaser's Timber harvest. Seller will fully cooperate with Purchaser in connection with Purchaser's efforts to obtain permits for harvesting the Timber, including signing any permit application forms Purchaser may request to be submitted. Purchaser shall deliver copies of any such permits or applications to Seller. Purchaser shall also keep the Property free of all monetary encumbrances and liens as a result of Purchaser's activities on the Property.
- 4. Condition of the Property at Conclusion of Timber Harvest; Reforestation. Upon completion of the Timber harvest, Purchaser shall leave the harvested area of the Property in a condition to accommodate replanting 360 seedlings per acre. Reforestation of the Property as may be required by law and/or the forestry permits related to the Timber harvest on the Property shall be the responsibility of Purchaser. Purchaser shall pile slash at landings and will not be responsible for any further slash removal. Purchaser shall be responsible for leaving all paved/gravel driveways or parking areas along with any fencing and buildings in the same or better condition upon completion of the harvest. This does not include forest roads. Reforestation will occur no later than May 15th, 2024. After reforestation occurs any further maintenance of the planted seedlings will be the responsibility of the Seller. Purchaser is responsible for a minimum 70% survival rate or 250 seedlings per acre average after 2 years from the date of planting. If by no fault of the Seller there is found to be less than the above-mentioned seedling survival rate then Purchaser agrees to interplant additional seedlings to bring total over 250 surviving seedlings per acre.
- 5. <u>Change in Timber Ownership Documents</u>. Grantor will fully cooperate with Grantee in connection with notification to any applicable governmental agency of the change in ownership of the Timber and shall execute and deliver to any such applicable regulatory agency any forms or other documents as may be reasonably required to document change in ownership of the Timber.
- 6. <u>Insurance</u>. At all times when Grantee is engaged in any activity on the Property including, but not limited to, harvesting the Timber, Grantee and its agents, contractors, and/or representatives shall maintain insurance in the type and with at least the limits set forth below.

Prior to commencing any activity on the Property in connection with the Timber, Grantee will provide Grantor with certificates of such insurance showing Grantor as an additional insured.

General Liability
Bodily Injury-

\$1,000,000 each occurrence \$1,000,000 aggregate

- 7. <u>Indemnity for Timber Harvest</u>. Grantor agrees to indemnify and hold harmless Grantee and his successors and assigns, from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted) arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property and any timber standing thereon including the Timber, caused by Grantee or its agents, contractors, or representatives and arising out of the harvest of the Timber.
- 8. <u>Risk of Loss</u>. From the date of this deed until the Harvest Expiration Date, Grantee will bear all risk of loss to the Timber as a result of fire, wind, flood, drought, disease, earthquake or other calamity.
- 9. <u>Successors and Assigns</u>. The provisions of this Timber Deed shall apply to and bind the executors, administrators, successors, and assigns of Grantor and Grantee.

DATED this 29 day of	Jonusty,	2022.	- 4		7
SELLER:	1		PURCHASER:	J	-
Aaron Michelsen			Northwest Loggin a Washington limi		
	•			tod Indonity	company
By: Alex	1-242022		By:		
Aaron Michelsen	Date	$\smile$	Damon Gustafson	ζ,	Date

Prior to commencing any activity on the Property in connection with the Timber, Grantee will provide Grantor with certificates of such insurance showing Grantor as an additional insured.

General Liability
Bodily Injury-

\$1,000,000 each occurrence

\$1,000,000 aggregate

- 7. <u>Indemnity for Timber Harvest</u>. Grantor agrees to indemnify and hold harmless Grantee and his successors and assigns, from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted) arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property and any timber standing thereon including the Timber, caused by Grantee or its agents, contractors, or representatives and arising out of the harvest of the Timber.
- 8. <u>Risk of Loss</u>. From the date of this deed until the Harvest Expiration Date, Grantee will bear all risk of loss to the Timber as a result of fire, wind, flood, drought, disease, earthquake or other calamity.
- 9. <u>Successors and Assigns</u>. The provisions of this Timber Deed shall apply to and bind the executors, administrators, successors, and assigns of Grantor and Grantee.

DATED this 4 day of	Sau., 2022.	-	
SELLER: Aaron Michelsen		PURCHASER: Northwest Logging Con	npany, LLC,
1 ),		a Washington limited lia	
By: Aaron Michelsen	Date	By: Damon Gustafson	<u>/- み4-み</u> み Date

STATE OF WASHINGTON )	
COUNTY OF) ss.	
On this day of, 202 of Washington, duly commissioned and sworn, to me to be the individual named in the who exe acknowledged to me that he signed the same as and purposes therein mentioned.	
No Re	me: tary Public in and for the State of Washington siding at appointment expires
STATE OF WASHINGTON ) ss.	
COUNTY OF PIERCE ) ss.	
who appeared before me, and said person acknowled that he/she is authorized to execute	the that <u>Monon 6USTAFSON</u> is the person owledged that he signed this instrument, on oath the instrument and acknowledge it as the LOGGING COMPANY, LLC to be the free and coses mentioned in this instrument.
Dated this 24 day of Tay wary 2022.	
NOTARY RE	me: LINDA BLANCHFIEZO tary Public in and for the State of Washington siding at TA ComA appointment expires 9. 16.2024
NOTA)  ON EXPIRES OF THE BLAN  NOTA)  ON EXPIRES OF THE BLAN  NOTA)  WAS  WAS  WAS  WAS  WAS  WAS  WAS  W	CARLO MARINE MAR

STATE OF WASHINGTON )
county of <u>Skawa</u> nd
On this 24 day of AMACHA , 2022 before me a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared (AMDIN MICHANSON) known to me to be the individual named in the who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.  Notary Public in and for the State of Washington Residing at Notary Public in and for the State of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in and Soveresment of Washington Residing at My appointment expires Notary Public in Amazon My appointment
STATE OF WASHINGTON ) ) ss.
COUNTY OF ) 33.
I certify that I know or have satisfactory evidence that is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledge it as the of NORTHWEST LOGGING COMPANY, LLC to be the free and
voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated this day of 2022.  Name:
Notary Public in and for the State of Washington  Residing at
My appointment expires

# **EXHIBIT A**

## PARCEL I:

The Southwest Quarter of the Southwest Quarter of Section 15, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

### PARCEL II:

Beginning at the corner of Sections 15, 16, 21 and 22, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington; thence South 320 feet; thence East to a point 100 feet West of Woodard Creek (also known as Woodard Creek); thence Northerly parallel with the channel of said Woodward Creek and 100 feet distant Westerly therefrom to the line between Sections 15 and 22; thence West along said section line to the point of beginning.

### PARCEL III:

The Northeast Quarter of Section 21, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington;

EXCEPT the following described tract:

Beginning at a point 730 feet North of the Quarter corner of the East line of the said Section 21; thence West 1320 feet; thence North 660 feet; thence East 1320 feet; thence South 660 feet to the point of beginning of the tract hereby excepted; and EXCEPT the following described tract;

Beginning at a point 730 feet North of the Quarter corner on the East line of the said Section 21; thence West 1320 feet to the West line of the Southeast Quarter of the Northeast Quarter of the said Section 21; thence South 330 feet; thence East 1320 feet to the East line of the said Section 21; thence North along said East line 330 feet to the point of beginning of the tract hereby described.

Skamania County Assessor

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Date 1-26-22 Parcel # 0206 000 () 230000