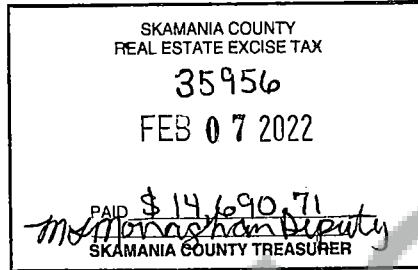




FILED FOR RECORD AT THE  
REQUEST OF AND RETURN TO:  
First American Title Insurance Company  
Attn: Laura Johnson  
920 Fifth Avenue, Suite 1200  
Seattle, WA 98104  
File No. NCS-1045310-WA1



SEND TAX STATEMENTS TO:  
Forecastle Timber Company, LLC  
2935 South Fish Hatchery Road #210  
Madison, WI 53711

**GRANTOR:** WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation

**GRANTEE:** FORECASTLE TIMBER COMPANY, LLC, a Wisconsin limited liability company

**COUNTY:** Skamania

**ABBREVIATED LEGAL:** PTN S1, T2N, R5E, W.M

**ASSESSOR PARCEL #:** 02050000010000 *W*

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:** N/A

1ST AM  
NCS1104364(9)

### BARGAIN AND SALE DEED

**WEYERHAEUSER TIMBER HOLDINGS, INC.**, a Delaware corporation, 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 **FORECASTLE TIMBER COMPANY, LLC**, a Wisconsin limited liability company, whose address is 2935 South Fish Hatchery Road, #210, Madison, WI 53711 ("Grantee").

**RESERVING UNTO GRANTOR**, 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

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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 or may be adjacent to or near Grantor's or its affiliates' timberlands and may be subject to conditions resulting from Grantor's or its affiliates' commercial forestry operations and mineral operations on said adjacent or nearby 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, and commercial exploitation of mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom. Said 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 and mineral operations legally conducted on Grantor's or its affiliates' 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 or its affiliates' adjacent or nearby property. It is intended and agreed by the parties that this covenant shall be a part of this deed, 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

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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:

(x) Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of the Washougal River.

(xi) Any adverse claim based on the assertion that any portion of the subject land has been created by artificial means or has accreted to such portions so created.

(xii) Any adverse claim based on the assertion that any portion of the subject land is now or at any time has been below the ordinary high water line of the Washougal River.

(xiii) Rights of fishing, navigation, commerce, flood control, propagation of anadromous fish, and recreation, and other rights of the public, Indian tribes or governmental bodies in and to the waters of the Washougal River.

(xiv) Easement, including the terms and provisions thereof:  
Recorded : June 18, 1937  
Book : G  
Page : 237

(xv) Reservation of Oil, Gas and Other Minerals as contained in Deed, including the terms and provisions thereof:

Grantor : John R. Montchalin and Emily Montchalin, husband and wife

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Grantee : St. Helens Pulp and Paper Company  
Recorded : October 30, 1950  
Book : 33  
Page : 293

(xvi) Easement, including the terms and provisions thereof:  
Recorded : January 10, 1953  
Book : 36  
Page : 110

(xvii) Easement, including the terms and provisions thereof, as disclosed by Deed:  
Recorded : June 28, 1968  
Book : 59  
Page : 182

(xviii) Memorandum of Road Use Agreement, including the terms and provisions thereof:  
Recorded : September, 1969  
Book : 61  
Page : 188

(xix) Easement, including the terms and provisions thereof:  
Recorded : December 2, 1974  
Book : 67  
Page : 955

(xx) Reservation of Oil, Gas and Other Minerals as contained in Deed, including the terms and provisions thereof:  
Grantor : Petty Bruce Henry  
Grantee : Mitchel L. and Marjorie Montchalin and Jacqueline Montchalin AKA Davenport  
Recorded : December 18, 1987  
Book : 107  
Page : 950

(xxi) Restatement of Road Use Agreement, including the terms and provisions thereof:  
Recorded : October 31, 1988  
Book : 111  
Page : 420

(xxii) Assignment and Assumption Agreement, including the terms and provisions thereof:  
Recorded : November 3, 1988  
Book : 111

Page : 620

(xxiii) Easement, including the terms and provisions thereof:

For : Right of Way

Recorded : August 24, 1993

Book : 137

Page : 568

(xxiv) Easement, including the terms and provisions thereof:

For : Right of Way

Recorded : September 10, 1993

Book : 137

Page : 925

(xxv) Easements and matters as shown on the Survey:

Recorded : December 22, 2016

As : 2016002751

(xxvi) Easement, including the terms and provisions thereof:

For : Ingress & Egress

Recorded : March 15, 2017

As : 2017000537

(xxvii) Tail Hold Reservation Terms and Conditions, including the terms and provisions thereof, in Deed:

Recorded : March 15, 2017

As : 2017000537

(xxviii) Easement Agreement, including the terms and provisions thereof:

For : Road

Recorded : March 15, 2017

As : 2017000541

(xxix) Easement Agreement, including the terms and provisions thereof:

For : Right of Way

Recorded : March 23, 2020

As : 2020000668

Affects : This and other property

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 January, 2022.

[Signature page follows]

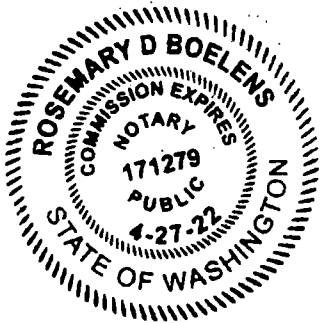
WEYERHAEUSER TIMBER HOLDINGS, INC.

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

ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

This record was acknowledged before me on January 18<sup>th</sup>, 2022 by Diane M. Meyers as Vice President of Weyerhaeuser Timber Holdings, Inc.



Rosemary D. Boelens

Notary Public in and for  
the State of Washington

My appointment expires: 4/27/22

**Exhibit "A"**

**Legal Description of the Property**

Skamania County, Washington

**APN: 02050000010000**

The Land referred to herein below is situated in the County of Skamania, State of Washington, and is described as follows:

SECTION 1, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER (SE. 1/4) AND THE SOUTH HALF OF THE NORTHEAST QUARTER (S. 1/2 NE. 1/4) OF SECTION ONE (1), TOWNSHIP TWO (2) NORTH, RANGE FIVE (5) EAST OF THE WILLAMETTE MERIDIAN, AS SURVEYED AND SHOWN HEREON, AS SITUATED WITHIN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE. 1/4) OF SAID SECTION 1, ALSO KNOWN AS THE 1/4 CORNER BETWEEN SECTIONS 1 AND 6 TOWNSHIP 2 NORTH, RANGES 5 & 6 EAST; THENCE, SOUTH 01°33'15" WEST, ALONG THE EAST LINE OF SAID SE. 1/4 OF SECTION 1, FOR A DISTANCE OF 2537.34 FEET TO THE SOUTHEAST CORNER OF SECTION 1; THENCE, NORTH 84°57'17" WEST, ALONG THE SOUTH LINE OF SAID SECTION 1, FOR A DISTANCE OF 2376.19 FEET TO THE APPARENT CENTERLINE OF WASHOUGAL RIVER ROAD (W-2000); THENCE, NORTH 29°32'35" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 847.78 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID ROAD CENTERLINE ON CURVE TO THE LEFT, HAVING A RADIUS OF 850.43 FEET, THROUGH A CENTRAL ANGLE OF 17°29'16", FOR AN ARC LENGTH OF 259.57 FEET; THENCE, NORTH 12°03'20" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 666.44 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE, ALONG SAID ROAD CENTERLINE ON SAID CURVE RIGHT, HAVING A RADIUS OF 2075.46 FEET, THROUGH A CENTRAL ANGLE OF 16°11'28", FOR AN ARC LENGTH OF 586.50 FEET; THENCE, NORTH 28°14'47" EAST, ALONG SAID ROAD CENTERLINE, FOR A DISTANCE OF 370.12 FEET; THENCE, LEAVING SAID ROAD, NORTH 42°35'56" EAST FOR A DISTANCE OF 762.78 FEET; THENCE, NORTH 73°06'52" EAST FOR A DISTANCE OF 963.12 FEET MORE OR LESS TO THE EAST LINE OF SAID SECTION 1; THENCE

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SOUTH 01°33'15" WEST, ALONG THE SAID EAST LINE, FOR A DISTANCE OF 1020.00 FEET TO THE POINT OF BEGINNING: CONTAINING 130.98 ACRES, MORE OR LESS.

Assessor

Skamania County Assessor

Date 2/7/22 Parcel# 02050000010000

Unofficial Copy