

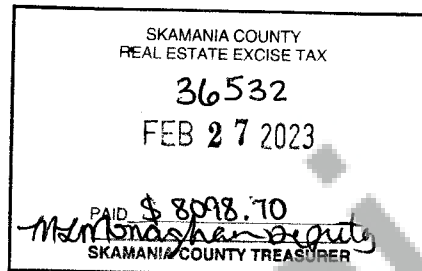
2023-000253

02/27/2023 12:03 PM



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. S22-0444KM

SEND TAX STATEMENTS TO:
Birkenfeld Heritage, LLC
2642 Szydlo Road
Carson, WA 98610



GRANTOR: WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation
GRANTEE: BIRKENFELD HERITAGE, LLC, a Washington limited liability company
COUNTY: SKAMANIA
ABBREVIATED LEGAL: Ptn. Sec 8, T3N, R8E W.M.
ASSESSOR PARCEL #: 03-08-08-0-0-0300-00

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 **BIRKENFELD HERITAGE, LLC**, a Washington limited liability company, whose address is 2642 Szydlo Road, Carson, Washington 98610 ("Grantee").

RESERVING UNTO GRANTOR, unto 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 Seller in Seller'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 Buyer and Buyer'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 Buyer's own use for road building and maintenance on the Property, so long as such use does not interfere with Seller'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, 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 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 this covenant shall be hereafter a part of the Deed and of the public record and forever remain a covenant with the Property now or hereafter adjacently acquired 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:

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;

(c) 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;

(d) title to that portion of the Property, if any, lying below the mean high-water mark (as such mean high water mark may change from time to time) of abutting tidal waters, navigable rivers and/or great ponds;

(e) any claim or dispute caused by or arising from the indefinite location of any creek, river, stream, slough, or other body of water within or around the Property, or any shifts or changes in the course of any of the same (whether before or after the date hereof), or any changes in the boundaries of the Property resulting from accretion or avulsion;

(f) all easements, reservations, restrictions, rights-of-way, water rights, licenses and other encumbrances apparent or of record;

(g) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;

(h) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters which would be disclosed by an accurate survey or inspection of the Property;

(i) all mining claims and all prior reservations or conveyances of mineral rights or mineral leases of every kind and character;

(j) all Indian tribal codes and regulations and all Indian treaty and aboriginal rights and claims, including without limitation, easements or equitable servitudes;

(k) any loss or claim due to lack of access to any portion of the Property;

(l) reservation, including the terms and provisions thereof contained in Deed, recorded April 10, 1940, under Book 28, Page 44;

(m) Easement, including the terms and provisions thereof, recorded May 11, 1956, under Book 41, Page 480;

(n) reservation of Oil, Gas and Other Minerals as contained in Deed, recorded August 14, 1957, under Book 44, Page 68;

(o) Easement Agreement, including the terms and provisions thereof, recorded September 19, 1969, under Book 61, Page 197;

(p) Assignment Easement, including the terms and provisions thereof, recorded September 19, 1969, under Book 61, Page 205;

(q) Easement, including the terms and provisions thereof, recorded May 2, 1996, under Book 101, Page 13;

(r) Easements and matters as disclosed by Survey recorded September 19, 2012, as 2012181560;

(s) Easement, including the terms and provisions thereof, recorded March 8, 2018, as 2018000459;

(t) Order Establishing Just Compensation and Decree of Appropriation, including the terms and provisions thereof, recorded March 11, 2019, as 2019000349;

(u) Right of Way Easement Agreement, including the terms and provisions thereof, recorded March 23, 2020, as 2020000668;

(v) Reciprocal Easement, including the terms and provisions thereof, recorded November 9, 2020, as 2020003125; and

(w) Reservation of Oil, Gas and Other Minerals as contained in Deed, recorded January 12, 2022, as 2022000082;

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 page follows]

DATED the 7th day of February, 2023.

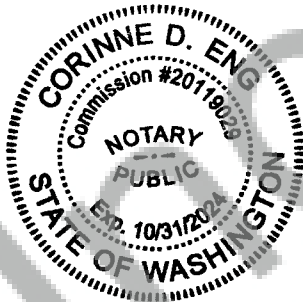
**WEYERHAEUSER TIMBER HOLDINGS,
INC., a Delaware corporation**

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 February 1, 2023, by Diane M. Meyers, as Vice President of Weyerhaeuser Timber Holdings, Inc., a Delaware corporation.



Crimmel, Eng
(Signature of notary public)
Notary Public in and for the State of Washington
My commission expires: 10/31/2024

EXHIBIT "A"

Legal Description of the Property

The Northeast Quarter of the Southwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

TOGETHER with that part of the Southeast Quarter of the Northwest Quarter of said Section 8 which lies Southeasterly of the center line of Bear Creek.

Unofficial
Copy