

Skamania County, WA
Total: \$318.50
DEED
Pgs=16

2025-000081

01/15/2025 11:58 AM

Request of: COLUMBIA GORGE TITLE



00020339202500000810160162

WHEN RECORDED RETURN TO:
Skamania West Timberlands LLC
c/o Chinook Forest Partners, L.P.
1867 Williams Hwy, Suite 109C
Grants Pass, OR 97527

Skamania County
Real Estate Excise Tax

37580

JAN 15 2025

PAID \$ 336,605.00
Skamania County Treasurer
M. P. O'Connell

Document Title:

Bargain and Sale Deed

Reference numbers of related documents:

N/A

Grantor:

Weyerhaeuser Timber Holdings, Inc.

Grantee:

Skamania West Timberlands LLC

Abbreviated Legal Description:

T2N R5E: Sec. 3: All; Sec. 4: All; Sec. 5: All; Sec. 6: All;
Sec. 7: PTN E1/2 NE1/4; Sec. 8: All except PTN S1/2 &
PTN S1/2 N1/2; Sec. 9: All; Sec. 10: All.

T3N R5E: Sec. 22: SE1/4; Sec. 23: SW1/4; Sec. 26:
SW1/4 NW1/4, SW1/4, SW1/4 SE1/4; Sec. 27: All; Sec.
28: E1/2 E1/2; Sec. 32: All; Sec. 33: SW1/4, SE1/4
NW1/4, N1/2 NW1/4, SW1/4 NW1/4; Sec. 34: N1/2
NE1/4.

Additional Legal Description is on Exhibit A of this Bargain and Sale Deed.

Assessor's Property Tax Parcel Account Numbers:

02050000020200; 02050000030000; 02050000030100; 02050000030200; 02050000040000;
02050000050000; 02050000060000; 02050000090000; 02050000090006; 02050000100000;
02050000100006; 02050000140000; 02050000140006; 03050000080000; 03050000200000;
03050000210000.

om

Cover Page to Bargain and Sale Deed

BARGAIN AND SALE DEED

WEYERHAEUSER TIMBER HOLDINGS, INC., a Delaware corporation (“Grantor”), whose address is 220 Occidental Avenue South, Seattle, Washington 98104, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, bargains, sells and conveys to SKAMANIA WEST TIMBERLANDS LLC, a Delaware limited liability company (“Grantee”), whose address is c/o Chinook Forest Partners, L.P., 1867 Williams Hwy, Suite 109C, Grants Pass, OR 97527, the real property in Skamania County, Washington more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

The Property is conveyed by Grantor and accepted by Grantee subject to the matters described on Exhibit B (“Permitted Exceptions”) attached hereto and incorporated herein by this reference.

SAVING, EXCEPTING, AND RESERVING unto Grantor and its successors and assigns, an undivided one-half interest in the Mineral Resources & Pore Space, and the Aggregate Resources on, in, under, and connected to the Property as such terms are defined in and on the terms set forth on Exhibit C attached hereto and incorporated herein by this reference (collectively, the “Mineral Reservation”).

Grantee acknowledges that the Property 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 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 successors and assigns will not object to the 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.

Effective January 15, 2025 (the “Effective Date”).

[Signature and acknowledgement appear on the following page.]

IN WITNESS WHEREOF, Grantor has executed and delivered this Bargain and Sale Deed as of the Effective Date.

WEYERHAEUSER TIMBER HOLDINGS, INC.

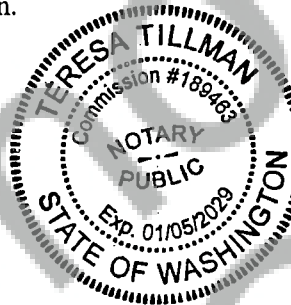
By Diane M. Meyers
Name Diane M. Meyers
Title Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 9th day of January, 2025, 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 he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Weyerhaeuser Timber Holdings Inc., a Delaware 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 Tillman
Notary Public in and for the
State of Washington
Residing in Seattle
My Commission Expires: Jan. 05, 2029
Printed Name: Teresa Tillman

Exhibit A
Property Description

Real property situated in the County of Skamania, State of Washington and described as follows:

PARCEL I:

Intentionally Omitted.

PARCEL II:

Government Lots 1, 2, 3, and 4 and the South Half of the North Half of Section 3; Government Lots 1, 2, 3, and 4 of Section 4, all in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL III:

The Southwest Quarter of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL IV:

The Southeast Quarter of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL V:

The South Half of the North Half, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter in Section 4; All of Section 5, All in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL VI:

The Northeast Quarter of the Southwest Quarter, The South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter of Section 4, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL VII:

All Section 6, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL VIII:

The East Half of the East Half of Section 7; All of Section 8; and the North Half of Section 9, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM a parcel of land in Section 7 lying Westerly of the centerline of a creek, said line being more particularly described as follows, to-wit:

COMMENCING at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on survey recorded under Auditor File No. 2017000989 in the records of Skamania County; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S.1/2 NE.1/4 NE.1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the TRUE POINT OF BEGINNING; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7.

FURTHER EXCEPTING THEREFROM that portion of Section 8 lying Southerly of the following described line, to wit:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the TRUE POINT OF BEGINNING; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said centerline, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, continuing along said center-line, North 88°24'23" East for a distance of 308.97 feet; thence, continuing along said center-line, North 44°14'20" East for a distance of 531.93 feet; thence, continuing along said center-line, North 46°11'04" East for a distance of 498.61 feet; thence, continuing along said center-line, North 71°42'22" East for a distance of 138.01 feet to the East line of said Section 8, as shown on said survey, being the TERMINUS of this line, from which the Northeast corner of Section 8, bears North 00°55'56" East a distance of 1,113.49 feet;

FURTHER EXCEPTING THEREFROM:

COMMENCING at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the TRUE POINT OF BEGINNING; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet;

thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said centerline, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of 52°18'47", for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South 62°26'42" West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South 70°34'26" West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South 01°07'54" West, along said West line, for a distance of 192.68 feet to the TRUE POINT OF BEGINNING.

PARCEL IX:

The South Half of Section 9, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL X:

All of Section 10, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL XI:

All of Section 32; the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 33; All in Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL XII:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 33, Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL XIII:

The Southeast Quarter of Section 22; the Southwest Quarter of Section 23; the Southwest Quarter of the Northwest Quarter; the Southwest Quarter; and the Southwest Quarter of the Southeast Quarter of Section 26, All of Section 27, the East Half of the East Half of Section 28 and the North Half of the Northeast Quarter of Section 34, All in Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

[END OF EXHIBIT A]

Skamania County Assessor *am*

Date 1/15/25

Parcel#

See first page 1 of deed

Exhibit B
Permitted Exceptions

(a) Restrictions on the ability to build upon the Property, or use the Property, for any purpose other than growing or harvesting timber, that are imposed by any current or future development standards of any governmental authority, building or zoning ordinances or any other law.

(b) To the extent a tract included in the Property is bounded or traversed by a river, stream, branch or lake:

(1) the rights of upper and lower riparian owners and the rights of others to navigate such river or stream;

(2) the right, if any, of neighboring riparian owners and the public or others to use any public waters, and the right, if any, of the public to use the beaches or shores for recreational purposes;

(3) any claim of lack of title to the Property formerly or presently comprising the shores or bottomland of navigable waters or as a result of the change in the boundary due to accretion or avulsion; and

(4) any portion of the Property which is sovereignty lands or any other land that may lie within the bounds of navigable rivers as established by applicable law.

(c) To the extent any portion of the Property is bounded or traversed by a public road or maintained right of way, the rights of others (whether owned in fee or by easement), in and to any portion of the Property that lies within such road or maintained right of way.

(d) Railroad tracks and related facilities, if any (whether owned in fee or by easement), and related railroad easements or rights of way, if any, traversing the Property and the rights of railroad companies to any tracks, siding, ties and rails associated therewith.

(e) Any restriction on the use of any of the Property due to environmental laws or conservation easements.

(f) All ad valorem property or other taxes not yet due and payable as of the date hereof, all such taxes for subsequent tax periods after the date hereof, and all other assessments and other charges of any kind or nature imposed upon or levied against or on account of the Property by any governmental authority.

(g) Any additional or supplemental taxes that may result from a reassessment of the Property, and any potential roll-back or greenbelt type taxes related to any agricultural, forest or open space exemption that is subject to recapture pursuant to applicable law arising out of Grantee's discontinuance of active forestry operations or otherwise changing the use of all or any portion of the Property after the date hereof.

(h) Liens for taxes not yet due and payable as of the date hereof.

(i) Easements, discrepancies or conflicts in boundary lines, shortages in area, vacancies, excesses, encroachments or any other facts that a current and accurate survey of the Property would disclose.

(j) Any historical cemeteries that may be located on the Property.

(k) All oil, gas and other minerals or other substances of any kind or character as may have been previously reserved by or conveyed to others and any leases concerning any of such oil, gas, other minerals or other substances in, on or under the Property.

(l) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under, above or across the Property.

(m) Any loss or claim due to lack of access to any portion of the Property.

(n) Any condemnation in respect of the Property.

(o) Any easement, covenant, use restriction, zoning restriction, boundary line dispute, encroachment, or other third party right affecting any of the Property not described in this Exhibit B and which, individually or in the aggregate, would not have a material adverse effect on the value, use, operations, possession or enjoyment by Grantee of the Property, taken as a whole, for growing and harvesting timber.

(p) The following matters of record:

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

Recorded: July 3, 1962
Book: 50
Page: 66

(2) Memorandum of Road Use Agreement, including the terms and provisions thereof:

Recorded: September 19, 1969
Book: 61
Page: 188

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

Recorded: September 19, 1969
Book: 61
Page: 197

(4) Assignment of Easement, including the terms and provisions thereof:

Recorded: September 19, 1969

- Book: 61
Page: 205
- (5) Easement, including the terms and provisions thereof:
- Recorded: November 8, 1972
Book: 64
Page: 677
- (6) Easement, including the terms and provisions thereof:
- Recorded: December 2, 1974
Book: 67
Page: 955
- (7) Easement, including the terms and provisions thereof:
- Recorded: January 16, 1979
Book: 76
Page: 18
- (8) Easement, including the terms and provisions thereof:
- Recorded: November 26, 1984
Book: 84
Page: 98
- Easement Supplemental, including the terms and provisions thereof:
- Recorded: June 24, 1985
Book: 84
Page: 656
- Easement Supplemental, including the terms and provisions thereof:
- Recorded: August 25, 1986
Book: 102
Page: 411
- (9) Mineral Reservations, including the terms and provisions thereof:
- Recorded: June 22, 1988
Book: 108
Page: 198
- (10) Easement, including the terms and provisions thereof:
- Recorded: July 12, 1961
Book: 49
Page: 60

- (11) Easement, including the terms and provisions thereof:

Recorded: June 5, 1945
Book: 30
Page: 394

- (12) Mineral Reservations, including the terms and provisions thereof:

Recorded: October 30, 1950
Book: 33
Page: 296

- (13) Easement, including the terms and provisions thereof:

Recorded: June 20, 1961
Book: 49
Page: 1

- (14) Mineral Reservations, including the terms and provisions thereof:

Recorded: December 18, 1987
Book: 107
Page: 950

- (15) Easement reserved in Deed, including the terms and provisions thereof:

Recorded: June 28, 1968
Book: 59
Page: 182

- (16) Assignment and Assumption Agreement, including the terms and provisions thereof:

Recorded: November 3, 1988
Book: 111
Page: 620

- (17) Assignment and Assumption Agreement Restatement of Road Use Agreement, including the terms and provisions thereof:

Recorded: November 3, 1988
Book: 111
Page: 636

- (18) Mineral Reservations as contained in Tax Deed:

Recorded: January 22, 1992
Book: 126

Page: 950

- (19) Easement, including the terms and provisions thereof:

Recorded: June 10, 1947
Book: 31
Page: 403

- (20) Easement, including the terms and provisions thereof:

Recorded: July 12, 1961
Book: 49
Page: 63

- (21) Mineral Reservations, including the terms and provisions thereof:

Recorded: November 22, 1890
Book: D
Page: 461

- (22) Easement, including the terms and provisions thereof:

Recorded: January 9, 1948
Book: 31
Page: 579

- (23) Easement, including the terms and provisions thereof:

Recorded: April 11, 1972
Book: 64
Page: 31

- (24) Easements and matters as shown on the Survey:

Recorded: May 18, 2017
As: 2017000989

- (25) Easement, including the terms and provisions thereof:

Recorded: January 21, 1963
Book: 51
Page: 70

- (26) Easement, including the terms and provisions thereof:

Recorded: July 7, 1981
Book: 79
Page: 943

- (27) Reservation for ditches and canals, including the terms and provisions thereof:

Recorded: May 25, 1949
Book: C
Page: 222

- (28) Mineral Reservations, including the terms and provisions thereof:

Recorded: October 20, 1981
Book: D
Page: 543, 544 & 545

- (29) Easement, including the terms and provisions thereof:

Recorded: September 12, 1980
Book: 78
Page: 671

- (30) Easement, including the terms and provisions thereof:

Recorded: January 27, 1947
Book: 31
Page: 276

- (31) Easement, including the terms and provisions thereof:

Recorded: September 19, 1951
Book: 33
Page: 647

Said easement was assigned by instrument:

Recorded: August 1, 1952
Book: 35
Page: 358

- (32) Mineral Reservations, including the terms and provisions thereof:

Recorded: February 8, 1962
Book: 49
Page: 389

- (33) Agreement to Equalize Ownership, including the terms and provisions thereof:

Recorded: May 1, 1984

Book: 83
Page: 385

- (34) Easement, including the terms and provisions thereof:

Recorded: August 4, 2016
As: 2016001553

- (35) Mineral Reservations, including the terms and provisions thereof:

Recorded: April 24, 1980
Book: 78
Page: 153

- (36) Mineral Reservations, including the terms and provisions thereof:

Recorded: May 24, 1945
Book: 30
Page: 374

- (37) Mineral Reservations, including the terms and provisions thereof:

Recorded: December 31, 1946
Book: 31
Page: 265

- (38) Mineral Reservations, including the terms and provisions thereof:

Recorded: May 22, 1997
Book: 165
Page: 533

- (39) Easement reserved in Deed, including the terms and provisions thereof:

Recorded: May 2, 1996
Book: 101
Page: 13

- (40) Mineral Reservations, including the terms and provisions thereof:

Recorded: November 30, 1987
Book: 107
Page: 720

Said reservation was assigned by instrument:

Recorded: April 1, 1991
Book: 122

Page: 850

- (41) Easement, including the terms and provisions thereof:

Recorded: November 30, 1988
Book: 112
Page: 40

- (42) Easement, including the terms and provisions thereof:

For: Right of Way
Recorded: March 23, 2020
As: 2020000668

- (43) Right of Way Easement, including the terms and provisions thereof:

Recorded: March 31, 2020
As: 2020000740

- (44) Easement for Right-of-Way, including the terms and provisions thereof:

Recorded: March 15, 1995
Book: 148
Page: 722

- (45) Reciprocal Right of Way Easement, including the terms and provisions thereof:

Recorded: March 26, 2020
As: 2020000713

- (q) The Mineral Reservation.

(r) License to Enter for Administration of Recreational Program dated as of the Effective Date between Grantor and Grantee, and the rights of all permittees participating in the recreational program administered by Grantor pursuant to the same.

(s) Water right claim executed June 24, 1974 and assigned Water Right Claim Registry No. 1275140642.

[END OF EXHIBIT B]

Exhibit C
Mineral Reservation

Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns, (i) an undivided one-half 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; base and precious metals; industrial minerals including, without limitation, silica, diatomaceous earth and heavy minerals (such as ilmenite, rutile and zircon); 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, and (ii) an undivided one-half interest in all geologic formations, reservoirs and strata of any kind or nature below the surface of the Property for the storage, injection or disposal of natural gas and/or other carbon oxides, including, but not limited to, hydrogen, carbon dioxide, and all accompanying geologic storage rights, whether for long-term storage or enhanced recovery and whether now or hereafter susceptible to such use (collectively, “**Pore Space**”); all including, without limitation, any royalty interests, other mineral rights, or any other rights associated with any of the foregoing; sand and gravel excluded (all collectively “**Mineral Resources & Pore Space**”). This Mineral Resources & Pore Space reservation creates a passive interest in favor of Grantor and does not entitle Grantor, or require Grantee to produce any such Mineral Resources or to develop Pore Space or exercise any accompanied geologic storage rights, and is without right of entry.

In addition to the foregoing, Grantor expressly saves, excepts, and reserves, unto itself and its successors and assigns forever, an undivided one-half 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 (collectively, the “**Aggregate Resources**”). 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.

[END OF EXHIBIT C]