The lead agency has determined that this proposal will not have a probable significant adverse impact on the environment. Pursuant to WAC 197-11-350(3), the proposal has been clarified, changed, and conditioned to include necessary mitigation measures to avoid, minimize or compensate for probable significant impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

The necessary mitigation measures are listed below:

1. Dust suppression techniques are a requirement in order to prevent dust from entering nearby and adjacent residentially used properties at all times until the project is complete. If the dust-suppression technique is the use of water, requirements to ensure that the watering does not cause erosion and offsite discharge of sediment-laden water needs to be followed. Information about dust suppression techniques can be found in Department of Ecology Publication #96-433 “Techniques for Dust Prevention and Suppression”. Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action by the State of Washington.
2. All disturbed undeveloped areas shall be reseeded and landscaped with native vegetation to prevent and reduce wind and water erosion and the propagation of noxious weeds. Mulch shall consist of certified weed free straw or similar product.

3. The subject parcel is located within or near a Class I Erosion Hazard Area due to the soils susceptibility to wind and/or water erosion. Best Management Practices shall be used during all phases of development to prevent erosion.

4. Erosion control measures must be in place prior to any ground disturbance. These control measures must be effective to prevent storm-water runoff from carrying soil and other pollutants into surface water or storm drains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered by pollutants by Washington State.

5. A Class III stream, Whiskey Creek is identified on the southern portion of the parcel. Per Skamania County Code Title 21A, Class III streams require a 100-foot no touch riparian buffer from the ordinary high-water mark (OHWM). ALL BUFFERS ARE UNDISTURBED BUFFERS AND MUST BE FREE OF ANY LOGGING, ROAD BUILDING, OR OTHER DEVELOPMENT ACTIVITIES, INCLUDING BUT NOT LIMITED TO VEGETATION REMOVAL, GRADING, MOWING, OR PLACEMENT OF STRUCTURES.

6. The applicant shall submit a Stormwater Management Plan for approval by the County Engineer prior to preliminary short plat approval.

7. Site specific information will have to be shown to demonstrate adequate on-site sewage systems prior to preliminary Short Plat approval plat and potable water prior to final Short Plat approval.

8. Any improvements new driveways/private roads shall meet Skamania County private road standards.

9. The parcel has been designated as forest lands by the property owner. The applicant shall remove a portion of each parcel from forest lands for residential use with the Skamania County Assessor prior to completion of the short plat.

10. Lot 4 is intended for a future development phase. It does not meet the lot ratio requirements in Skamania County Code Title 21.32.050(A) “The lot depth should not exceed the lot width by more than a ratio of four to one (four being the depth)”. It shall not be developed until its resulting lots satisfy this requirement. The applicant shall not subdivide Lot 4 for five years from the time of short plat recording unless a long plat is recorded per Skamania County Code 17.04 through 17.60 inclusive and the requirements under RCW 58.17 pertaining to subdivisions.

11. The applicant shall contact the Pacific Cascade Region of the Washington Department of Natural Resources to determine if a forest practices application – conversion is required for this proposal.

12. The subject property is located within big game winter range. The property could be damaged, and the lot owners will be liable for the repairs. Any vegetation planted on the subject site should be native to the area.

13. The applicant shall prepare a site-specific inadvertent discovery plan for cultural and archaeological resources.
14. Cultural Resources: The following procedures shall be effected when cultural resources are discovered during construction activities:
   a. Halt Construction: All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
   b. Notification: The project applicant shall notify the Planning Department within 24 hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within 24 hours.

This MDNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

**Responsible Official:** Alan Peters, AICP, Assistant Planning Director  
**Address:** Skamania County Community Development Department  
PO Box 1009  
Stevenson, WA 98648  
permitcenter@co.skamania.wa.us

October 23, 2019  
Date  
Alan Peters, AICP  
Assistant Planning Director

**APPEALS:** There shall be no administrative appeals of environmental threshold determinations. Failure to comment on this Notice of Intent shall be determined to deny a party standing to appeal the final determination with the underlying government action to a court of competent jurisdiction.
SHORT PLAT APPLICATION
INTAKE CHECKLIST

(This form must be complete and submitted with all required documents for the application to be considered complete. Review will not begin on the project until all of the requirements below are submitted)

STAFF □  APPLICANT □

☐ □ Short Plat Application. A completed application signed by the property owner and a $850 non-refundable fee (payable to Skamania County Treasurer). Please note there will be a $425 non-refundable fee charged for a short plat drawing re-review due to applicant’s changes to the map. This fee will be charged for each re-review. Fees are subject to change by resolution of the County Commissioners.

☐ □ SEPA Checklist and non-refundable $400 fee.

☐ □ Land Division - OSS Application and non-refundable $800 fee.

☐ □ Land Division – Water Application (if applicable) and non-refundable $850 fee.

☐ □ Maps. Two copies of the short plat map (18” x 24”) from your surveyor illustrating the proposed development, including lot lines, dimensions, lot size, all access roads and easements, water sources and existing features on and near the property.

☐ □ Title Report. A “Subdivision Guarantee” or “Short Plat Certificate” from any title company for the specific property in the short plat application. If it is an amended short plat, a “Subdivision Guarantee” or “Short Plat Certificate” for each parcel created in the original short plat is required. These reports from the title company must be less than two months old at the time the Short Plat records.

☐ □ Legal Descriptions. A copy of the legal description from the deed for the specific property in the short plat application, which can be obtained from the Skamania County Auditor’s Office.

Reviewed by ________________________________ Complete: Yes __ No ___ Date: ____________
SHORT PLAT APPLICATION & INFORMATIONAL PACKET

What is a Short Plat?
A short plat is a land division process used to divide a parcel into four lots or fewer. Minimum lot size is determined by the zoning classification and water and on-site septic requirements.

Short Plat Pre-Application Meetings
The applicant is strongly encouraged to schedule a pre-application conference, which includes meeting with a Planner, an Environmental Health Specialist and the County Engineer. Each department representative will discuss their requirements for short plat completion, and answer any questions the applicant may have. The applicant may bring a surveyor or a proposed layout of the project. These meetings must be scheduled at least two weeks in advance. Hours for these meetings are 10 am to noon on Thursdays and 2 p.m. to 4 p.m. on Tuesdays.

The Process
All forms must be submitted for the Short Plat application packet to be considered complete. No review will take place on any applications if the packet is not complete. Once the application is considered complete, the following will take place:

1. All land divisions require a State Environmental Policy Act Checklist (SEPA) review, which is the first step in the Short Plat review process. A SEPA threshold determination will be issued by this department to adjacent property owners, local and state agencies, and published in the newspaper. This determination includes all environmental factors for the project and any report requirements that must be completed before the Short Plat map review may begin. There is a fourteen-day comment period for the SEPA threshold determination.

2. Once the SEPA is complete, review may begin of the Short Plat map. First, a Notice of Short Plat Application is issued to all adjacent property owners and local and state agencies. There is a twenty-day comment period for the Notice. During this time, the Environmental Health Specialist, Planner and County Engineer will review the maps and an Administrative Decision will be issued within 30 days of issuing the Notice of Application. The Administrative Decision outlines all the requirements that must be completed before the Short Plat may record.

3. Applicants have six months from the date of the Administrative Decision to complete the project. Applicants may request an extension, but this must be done prior to the six month deadline.
Water and On-Site Septic Requirements

1. Water: All proposed lots must have a completed and approved water source prior to Short Plat recording. The Land Division – Water application, which must come in as part of the Short Plat packet, is used for this process. Water will be reviewed at the time of complete application determination and any outstanding requirements will be listed in the Administrative Decision.

2. On-Site Septic: All proposed lots must have approved soil test holes dug and evaluated prior to Short Plat recording. The Land Division – On-site Septic application, which must come in as part of the Short Plat packet, is used for this process. On-site septic will be reviewed at the time of complete application determination and any outstanding requirements will be listed in the Administrative Decision.

Department Contacts
During the Short Plat process, you will be working with:

1. Planners
2. Environmental Health Specialists
3. County Engineer

Community Development: (509) 427-3900
Public Works: (509) 427-3910
SHORT PLAT APPLICATION
(Please complete application in ink)

Applicant: Jacob & Tiffany McKay
Address: 19310 Riverwood Lane
Lake Oswego, Oregon 97035
Property Owner: Jacob & Tiffany McKay
Address: 19310 Riverwood Lane
Lake Oswego, Oregon 97035

Location of Property: Intersection of Wind River Road & Leete Road
Tax Lot/Parcel #: Portion 04-07-15-0-0-0100-0
Number of lots: 3 buildable, 1 non-buildable
Zoning: R2

Water source:
- Box New Individual Well
- Box Existing Individual Well
- Box New Community Water System (Serving up to 6 lots)
- Box Existing Community Water System (Serving up to 6 lots)
- Box Skamania County PUD Water System
- Box Home Valley Water System
- Box Mill-A Water System
- Box Other Water System - specify

Sewage Treatment Method: On-Site Septic

Check all that apply to your parcel:
- Box Sensitive Habitat Area
- Box Streams, Creeks, Rivers
- Box Ponds, Lakes, Wetlands
- Box Steep Slopes
- Box Geological Hazard Areas

Please attach the Legal Description of the tax lot/parcel of this application. (Legal Description can be obtained from the County Auditor)

Proposed use of lots (Residential, Commercial, Industrial, Recreational, etc.):
Residential

Applicant signature(s):
Date:

Owner signature(s):
Date:

Signature of the property owner(s) authorizes the Community Development Department and other Agency personnel reasonable access to the site in order to evaluate the application.

FOR DEPARTMENT USE ONLY

Legal description attached: Yes / No
Date received
Date complete
Receipt # File #
SURVEYORS

Trantow Surveying  Bell Design Company
  c/o Klein & Associates  P.O. Box 308
  PO Box 786  Bingen, WA 98605
  Bingen, WA 98605  (509) 493-3886
  (509) 493-3111

Hagedorn Inc. Olson Engineering
  1924 Broadway, Suite B  1111 Broadway
  Vancouver, WA 98663  Vancouver, WA 98660
  (360) 696-4428  (360) 695-1385

Tenneson Engineering Mackay & Sposito, Inc.
  3775 Crates Way  1325 SE Tech Center Drive, Suite 140
  The Dalles, OR 97058  Vancouver, WA 98683
  (541) 296-9177  (360) 695-3411

Pioneer Surveying & Engineering, Inc. WyEast Surveys
  228 Columbus Avenue, Suite 104  4399 Woodworth Drive
  Goldendale, WA 98620  Mt. Hood, OR 97041
  (509) 773-4945  (541) 352-6065

Thomas Ray & Co. Surveyors Minister-Glaeser Surveying, Inc.
  PO Box 435  2200 East Evergreen
  Camas, WA 98607  Vancouver, WA 98661
  (360) 834-4827  (360) 694-3313

Lawson Land Services Klein and Associates
  113 S Parkway Ave.  Land Surveying
  Battle Ground, WA 98604  1308 12th St.
  (360) 687-0500  Hood River, OR 97031
  (360) 694-3313  (541) 386-3322

Terra Surveying
  1406 12th Street, Suite 100
  PO Box 617
  Hood River, OR 97031
  (541) 386-4531

Disclaimer:
This list is not a recommendation of any person or firm listed.
This list is only provided as a service to the public.
## Skamania County Recording Fees

*Effective July 27, 2009*

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*Effective July 23rd, 1997 all documents submitted for recording in Washington State must conform to standard set by RCW 36.18 and RCW 65.04.*

*Recording fees are subject to change and will be calculated based on the fees in effect at the time of recording.*
Until a change is requested, all tax statements shall be sent to the following address:

Jacob and Tiffany McKay  
19310 Riverwood Lane  
Lake Oswego, OR 97035

After recording return to:  

Jacob and Tiffany McKay  
19310 Riverwood Lane  
Lake Oswego, OR 97035

QUITCLAIM DEED

Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship, Grantors, release and quitclaim to Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship, Grantees, all right, title, and interest in and to the following described real property situated in Skamania County, Washington, legally described as:

See Exhibit "A"

APN: A portion of Parcel 2, Assessor Parcel #: 04-07-15-0-0-0100-00

The purpose of this deed is to create 20 acre +/- parcel of land owned by the Grantor and Grantee; is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington Subdivision laws. The property described in this deed may be segregated and sold if exempted under State Subdivision Law (RCW 58.17.040) and County Subdivision Law (SCC 17.04.010).

DATED this 15th day of August, 2019

Jacob D. McKay

STATE OF OREGON  
County of Washington

Personally appeared before me the above named Jacob D. McKay and Tiffany A. McKay, and acknowledged the foregoing instrument to be their voluntary act and deed.

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

SEP 8 2019

PAID EXEMPT

SKAMANIA COUNTY TREASURER

OFFICIAL STAMP

SUSAN ELIZABETH SNELL  
NOTARY PUBLIC-OREGON

MY COMMISSION EXPIRES SEPTEMBER 15, 2020

My Commission Expires: 4-15-20
Exhibit ‘A’

TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
JACOB MCKAY
DESCRIBING
THE
SEGREGATED TRACT

The segregated tract of land is located in the northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County and State of Washington being more particularly described as follows:

Commencing at a 2-1/2” aluminum cap monumenting the northeast corner of said Section 15; thence South 00°12’50” West a distance of 2024.58 feet to a point; thence North 89°05’08” West a distance of 20.00 feet to a point on western right of way of Leete Road and the point of beginning of the following described tract.

Thence North 00°12’50” East a distance of 600.00 feet to a point; thence North 89°05’08” West a distance of 731.67 feet to a point; thence South 00°12’36” West a distance of 1020.42 feet; thence South 36°12’36” West a distance of 336.37 feet to a point on the northern right of way of Wind River Road; thence South 56°13’59” East a distance of 962.37 feet to a 5/8” iron rod, L.S. 22330; thence North 14°52’51” West a distance of 511.40 feet to a point; thence North 14°52’49” West a distance of 7.00 feet to a 5/8” iron rod, L.S. 43141; thence North 14°52’51” West a distance of 746.30 feet to a 5/8” iron rod; thence South 89°05’08” East a distance of 450.07 feet to a point 5/8” iron rod; thence South 89°05’08” East a distance of 6.55 feet.

Skamania County Assessor

July 22, 2019
Contains 20.55 Acres, more or less.
EMC

[Stamp]
STATE ENVIRONMENTAL POLICY ACT (SEPA) CHECKLIST
INTAKE CHECKLIST

(This form must be completed and submitted with all required documents for the application to be considered complete. Review will not begin on the project until all of the requirements below are submitted)

☐ ☐ Complete Checklist. The checklist must be filled out completely, in ink, with answers for all questions, even if it is "Not Applicable" or "I don’t know." A non-refundable fee of $400 must accompany the checklist (payable to Skamania County Treasurer). Fees are subject to change by resolution of the County Commissioners.

☐ ☐ Underlying application. The project of which the SEPA is for must also have a completed application submitted and fee paid.

Reviewed by ___________________________________ Complete: Yes ___ No ___ Date: _____

Skamania County Community Development Department – SEPA Application
Updated as of April 30, 2014
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STATE ENVIRONMENTAL POLICY ACT CHECKLIST
AND INFORMATIONAL PACKET

What is a SEPA?
The State Environmental Policy Act (SEPA), chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making project decisions. The purpose of this checklist is to provide information to help you and the Community Development Department identify any impacts from your proposal, how to reduce or avoid impacts from the proposal, and to help the Community Development Department determine the SEPA threshold determination.

Do I need a SEPA?
The SEPA is always in conjunction with another application. There are many proposals that will require a SEPA including, but not limited to, land divisions, forest practice conversions, critical area variances, conditional use and excess material requests over 99 cubic yards. Contact the Community Development Department to determine if your project requires a SEPA.

Site Analysis Level II (SAL II)
Before any permits are issued, a Site Analysis Level II (SAL II) must be completed. See the SAL II application packet for additional information.

The Process
All proposal applications and this checklist must be submitted for the application packet to be determined complete. Once the application is considered complete, the following will take place:

1. The SEPA is reviewed first with any project. A SEPA threshold determination will be issued by this department to adjacent property owners, local and state agencies and published in the newspaper. This determination will include all environmental factors for the project and any report requirements that must be completed before the next application review may begin.
2. There is a fourteen-day comment period for the SEPA threshold determination.
3. Once all SEPA requirements are met, project review will continue with the main application (i.e. critical areas variance, excess materials request, etc.)
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**Purpose of checklist:**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

**Instructions for applicants:**

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

**Instructions for Lead Agencies:**

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

**Use of checklist for nonproject proposals:**

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND

1. Name of proposed project, if applicable: McKay Short Plat 19

2. Name of applicant: Jacob and Tiffany McKay

3. Address and phone number of applicant and contact person:
   19310 Riverwood Ln
   Lake Oswego, OR
   97035
   Jacob McKay 503-969-5319

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**FOR DEPARTMENT USE ONLY**

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4. Date checklist prepared: ] 8-2-19

5. Agency requesting checklist: Skamania County Community Development Department

6. Proposed timing or schedule (including phasing, if applicable): Fall 2019-Spring 2020

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. Single residential buildings on lots deemed build-able and possible future short plats on the remaining as allowed by code

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. There has been no environmental information prepared directly for this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Not to the best of our knowledge.

10. List any government approvals or permits that will be needed for your proposal, if known. Approach permit, on site sewer permit, well permit A stormwater management plan will be required. If any stream crossings are proposed then a critical areas variance may be required.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) Create a total of four lots of record. Create three lots of record for single family residence and one lot that is not develop-able at this time.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

B. ENVIRONMENTAL ELEMENTS

1. Earth

   a. General description of the site (circle one): Flat, rolling, hilly, steep slopes, mountainous, other ____________

   b. What is the steepest slope on the site (approximate percent slope)?

   c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

   The soil type is stabbart clay loam. There is no known agricultural land of any long term significance and the proposal does not result in removing any of them.

Skamania County Community Development Department – SEPA Application
Updated as of April 30, 2014
d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
   Not to the best of our knowledge.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any
   filling, excavation, and grading proposed. Indicate source of fill. Some grading required for development of private roads to county
   road standards. (or driveways).
   There will be minor clearing to get to test pits and wells with an excavator and equipment. With the
   exception of the excavation for the on site sewer test pits, there is no excavation, fill or grading.
   Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
   No.

f. About what percent of the site will be covered with impervious surfaces after project
   construction (for example, asphalt or buildings)?
   There are no impervious surfaces included in this proposal.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
   Maintain current vegetation, if any vegetation is disturbed to dig the sewer test pits, it will be reseeded with an approved invasive weed free erosion control mix.

2. Air
   a. What types of emissions to the air would result from the proposal during construction, operation,
      and maintenance when the project is completed? If any, generally describe and give
      approximate quantities if known.
      Minimal construction equipment to drill wells and establish sewer test pits.
   b. Are there any off-site sources of emissions or odor that may affect your proposal? If so,
      generally describe.
      Not to the best of our knowledge.
   c. Proposed measures to reduce or control emissions or other impacts to air, if any:
      Keep any equipment in good working order.

3. Water
   a. Surface Water:
      1) Is there any surface water body on or in the immediate vicinity of the site (including
         year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type
         and provide names. If appropriate, state what stream or river it flows into.
         Yes, Whiskey Creek flows to the Wind River

      Whiskey Creek crosses proposed Lot 4 on the Plat map. As stated by the applicant, lot 4 would not be developed at this time. Whiskey
      Creek is identified as a Class III stream and as such requires a 100 foot no touch buffer from the ordinary high water mark (OHWM).

      2) Will the project require any work over, in, or adjacent to (within 200 feet) the described
         waters? If yes, please describe and attach available plans.
         No

      3) Estimate the amount of fill and dredge material that would be placed in or removed
         from surface water or wetlands and indicate the area of the site that would be affected.
         Indicate the source of fill material.
         Not applicable, there is no fill or dredge material.

      4) Will the proposal require surface water withdrawals or diversions? Give general
         description, purpose, and approximate quantities if known.
         No

      5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
         No

      6) Does the proposal involve any discharges of waste materials to surface waters? If so,
         describe the type of waste and anticipated volume of discharge.
         No
b. Ground Water:
   1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.
      Two wells for drinking water are proposed with a total draw of less than 5,000 GPM per day.
   2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.
      Test pits will be dug for 3 to 4 bedroom on site sewer or residential houses, one per lot.

   ✓c. Water runoff (including stormwater):
      1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.
         We do not anticipate any source runoff.
      2) Could waste materials enter ground or surface waters? If so, generally describe.
         No
      3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.
         No

✓d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:
   Maintain as much existing vegetation as possible.

ılmış. Plants
a. Check the types of vegetation found on the site:
   - [X] deciduous tree: alder, maple, aspen, other
   - [X] evergreen tree: fir, cedar, pine, other
   - [X] shrubs
   - [X] grass
   - [ ] pasture
   - [ ] crop or grain
   - [ ] Orchards, vineyards or other permanent crops.
   - [ ] wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
   - [ ] water plants: water lily, elergass, milfoil, other
   - [ ] other types of vegetation

b. What kind and amount of vegetation will be removed or altered?
   Minimal to the extent to get an excavator to dig on site sewer test pits and drill wells.

Additional vegetation removal would be required for development of road approaches and driveways. Some sites being developed would need to be developed as well.

✓c. List threatened and endangered species known to be on or near the site.
   None.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:
   Recess disturbed areas with an approved invasive weed free erosion control mix.

le. List all noxious weeds and invasive species known to be on or near the site.
   None to the best of our knowledge.

Scotch broom has been observed on the property.
5. Animals
   a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:
      - birds: hawk, heron, eagle, songbirds, other
      - mammals: deer, bear, elk, beaver, other
      - fish: bass, salmon, trout, herring, shellfish, other

   b. List any threatened and endangered species known to be on or near the site.
      None

   c. Is the site part of a migration route? If so, explain.
      Not to the best of our knowledge- winter range deer and elk may apply
      Winter Deer and Elk Habitat identified on Lot 4 primarily.
      A wildlife habitat management plan may be required pending WDFW review.

   d. Proposed measures to preserve or enhance wildlife, if any:
      None.

   e. List any invasive animal species known to be on or near the site.
      None.

6. Energy and natural resources
   a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
      We anticipate using power.
      The type energy anticipated for this project will likely include electrical.

   b. Would your project affect the potential use of solar energy by adjacent properties?
      If so, generally describe.
      No

   c. What kinds of energy conservation features are included in the plans of this proposal?
      List other proposed measures to reduce or control energy impacts, if any:
      None

7. Environmental health
   a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?
      If so, describe.
      None, to the best of our knowledge.

      1) Describe any known or possible contamination at the site from present or past uses.
         None, to the best of our knowledge.

      2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
         None, to the best of our knowledge.

      3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
         None, to the best of our knowledge.

      4) Describe special emergency services that might be required.
         None, to the best of our knowledge.

      5) Proposed measures to reduce or control environmental health hazards, if any:
         None, to the best of our knowledge.

   b. Noise
      1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [Minor noise from excavators and or drilling machines.
What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Minor noise from excavators and or drilling machines limited to any noise ordinance.

3) Proposed measures to reduce or control noise impacts, if any:

- Keep equipment in good working order.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

- Current use is designated forest land, the proposal would remove the lots from designated forest land.

b. Has the project site been used as working farmlands or working forest lands? If so, describe.

- How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

- Twenty acres will be removed from designated forest land with little or no long term commercial significance.

i) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

- Not to the best of our knowledge.

c. Describe any structures on the site.

- There are not any current structures on the site.

d. Will any structures be demolished? If so, what?

- No

e. What is the current zoning classification of the site?

- R2

f. What is the current comprehensive plan designation of the site?

- R2 Rural 2

g. If applicable, what is the current shoreline master program designation of the site?

- This is not applicable, there is no shoreline.

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

- Yes, deer and elk winter range and riparian.

- Wildlife Habitat Area, Streams, Erosion Hazard Area.

i. Approximately how many people would reside or work in the completed project?

- None

j. Approximately how many people would the completed project displace?

- None

K. Proposed measures to avoid or reduce displacement impacts, if any:

- None

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

- None

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

- None

A note shall be placed on the short plat documenting that the lots are identified in an area managed for timber production.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

- None

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

- None

- Three housing units will be provided.

c. Proposed measures to reduce or control housing impacts, if any:

- None

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10. Aesthetics
   a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?
      None
   b. What views in the immediate vicinity would be altered or obstructed?
      None
   c. Proposed measures to reduce or control aesthetic impacts, if any:
      None

11. Light and glare
   a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
      None
   b. Could light or glare from the finished project be a safety hazard or interfere with views?
      None
   c. What existing off-site sources of light or glare may affect your proposal?
      None
   d. Proposed measures to reduce or control light and glare impacts, if any:
      None

12. Recreation
   a. What designated and informal recreational opportunities are in the immediate vicinity?
      Hunting, fishing, hiking, outdoor recreation.
      None
   b. Would the proposed project displace any existing recreational uses? If so, describe.
      None
   c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:
      None

13. Historic and cultural preservation
   a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.
      None
   b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation?
      This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
      None, however, there appears to be areas that have archaeological significance per the county.
      Several archaeological assessments have been performed in the vicinity of and on the property. The applicant shall prepare a site specific inadvertent discovery plan for cultural resources.
   c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.
      Any evidence of unearthed cultural items will result in a stop work and reported.
      The county reviewed available GIS data, and the WISAnD program provided by the Department of Archaeology and Historic Preservation.
   d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.
      Any evidence of unearthed cultural items will result in a stop work and reported.
14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Lots are directly off Leete Rd. A county road with good access.

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

   None

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

   None

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

   None
a. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.
   None

b. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?
   None

The development of three lots for residential development could generate 30 trips per day.

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.
   None

h. Proposed measures to reduce or control transportation impacts, if any:
   None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
   None

b. Proposed measures to reduce or control direct impacts on public services, if any.
   None

16. Utilities

a. Circle utilities currently available at the site:
   electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other __________

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
   On site sewer, well, electric by Skamania PUD

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: __________________________________________

Name of signee ___________________________________________________________________

Position and Agency/Organization ___________________________________________________________________

Date Submitted: __________
D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:
5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.
SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
   The following terms when used in the Guarantee mean:
   (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
   (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
   (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
   (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
   (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.
   An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall be in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
   The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company’s Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
   Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
   (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
   (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
   (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
Policy #: 5003353-0002584e

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company’s expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company’s obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.
In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company’s obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.
In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys’ fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company’s obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.
This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and
Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.
(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.
All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.
Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.
If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.
The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.
A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.
(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606
SUBDIVISION GUARANTEE

LIABILITY $2,000.00
FEE $350.00
TAX: $26.95

FIRST AMERICAN TITLE INSURANCE COMPANY
A Corporation, herein called the Company

GUARANTEES the County of Skamania, Washington herein called the Assured, against actual loss not exceeding the sum of $ which the Assured shall sustain by reason of any incorrectness in the assurances set forth below.

According to the records of the Skamania County Clerk, the only owners, proprietors and lien holders having any record interest in the land described below, whose signatures are necessary, under the provisions of Washington Statutes for the recordation of the map and offering for dedication any streets, roads, avenues and other easements by the map are:

Jacob D. McKay and Tiffany A. McKay

Proposed Subdivision of the following described land:

A tract of land located in the Northeast Quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Commencing at a 2 ½” aluminum cap monumenting the Northeast corner of said Section 15; thence South 00° 12’ 50” West a distance of 2024.58 feet to a point; thence North 89° 05’ 08” West a distance of 20.00 feet to a point on western right of way of Leete Road and the point of beginning of the following described tract.

Thence North 00° 12’ 50” East a distance of 600.00 feet to a point; thence North 89° 05’ 08” West a distance of 731.67 feet to a point; thence South 00° 12’ 36” West a distance of 1020.42 feet; thence South 36° 12’ 36” West a distance of 600.00 feet to a point on the northern right of way of Wind River Road; thence South 56° 13’ 59” East a distance of 962.37 feet to a 5/8” iron rod, L.S. 22330; thence North 14° 52’ 51” West a distance of 511.40 feet to a point; thence North 14° 52’ 49” West a distance of 7.00 feet to a 5/8” iron rod, L.S. 43141; thence North 14° 52’ 51” West a distance of 746.30 feet to a 5/8” iron rod; thence South 89° 05’ 08” East a distance of 450.07 feet to a point 5/8” iron rod; thence South 89° 05’ 08” East a distance of 6.55 feet.

This Guarantee does not cover:

2. Instruments, proceedings or other matters which are maintained in other records.

3. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

4. 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 Whiskey Creek.

5. 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.
6. 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 Whiskey Creek.

7. 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 Whiskey Creek.

8. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

9. Easement, including the terms and provisions thereof:
   - For: Below Ground Right of Way
   - Granted to: Oregon RSA #2, inc., an Oregon corporation
   - Recorded: May 22, 2017
   - As: 2017000999

10. Reservation of Oil, Gas and Other Minerals as contained in Bargain and Sale Deed, including the terms and provisions thereof:
   - Grantor: Weyerhaeuser Company, a Washington corporation, successor by merger to Weyerhaeuser Columbia Timberlands LLC, successor by merger to Longview Timberlands, LLC
   - Grantee: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship
   - Recorded: May 30, 2019
   - As: 2019000866

   “The scheduling of this exceptions does not alter or limit the scope of exception 3 pertaining to minerals and other substances nor does this exception constitute any statement about or coverage as to the ownership of this specific interest nor does the scheduling of this interest imply that all leases, grants, exceptions or reservations of interests are scheduled.”

11. Partial Assignment and Assumption of Easement, including the terms and provisions thereof:
   - Granted to: Jacob D. McKay ad Tiffany A. McKay, as joint tenants with the right of survivorship
   - Recorded: May 30, 2019
   - As: 2019000867

NOTE TAXES FOR THE YEAR 2019 ARE PAID IN FULL and are being shown for informational purposes only.

Original Amount: $190.25
Account No.: 04-07-15-0-0-0100-00
Land Use/DOR: 88

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this Guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: September 18, 2019 at 8:00 AM
Privacy Information

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability
This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information
Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:
- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers
Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security
We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships
First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies
Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values
Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title
Privacy Information

We Are Committed to Safeguarding Customer Information
In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial Information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal Information.

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- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information
We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal Information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

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We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal Information.

Information Obtained Through Our Web Site
First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account profile information. If you choose to share any personal information with us, we will only use it in accordance with the privacy policies outlined above.

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First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

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Fair Information Values
Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

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Accuracy We will make reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

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Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.
This sketch is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the preliminary report or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.
FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2019-89

SEND TAX STATEMENTS TO:
Jacob D. McKay and Tiffany A. McKay
19310 Riverwood Lane
Lake Oswego, OR 97035

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of
survivorship
COUNTY: Skamania
ABBREVIATED LEGAL: Portion of the SE 1/4; NW 1/4 NE 1/4 SE 1/4; NE 1/4 SE 1/4; Sec.
10, T 4 N, R 7 E, W.M. full legal description on pages 5 & 6
ASSESSOR PARCEL #: 04-07-00-0-0-0190-00; 04-07-15-0-0-0100-00

BARGAIN AND SALE DEED

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to
Weyerhaeuser Columbia Timberlands LLC, 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 JACOB D. MCKAY and TIFFANY A.
MCKAY, as joint tenants with the right of survivorship, whose address is 19310 Riverwood Lane,
Lake Oswego, Oregon 97035 ("Grantee").
The conveyance from Grantor to Grantee shall expressly save, except, and reserve, unto itself and its successors and assigns, all interest in geothermal resources including, without limitation, geothermal steam and heat susceptible to commercial exploitation and having a minimum bottom-hole temperature of 200 degrees Fahrenheit (collectively, "Geothermal Resources"), in the Property. This reservation of Geothermal Resources by Grantor shall not include any right of entry or the right to any use or occupancy of the surface of the Property for any purpose, including, without limitation, exploring, developing, producing, or transporting the Geothermal Resources.

In addition to the foregoing, Grantor expressly saves excepts, and reserves, unto itself its successors and assigns forever, an undivided seventy-five percent interest in oil, gas, and other liquid or gaseous hydrocarbons including without limitation, coal seam gas; including without limitation, 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. This Mineral 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 or surface use or occupancy of any kind and for any purpose whatsoever.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the real estate; and to all additional easements, reservations, restrictions, rights-of-way, encumbrances and water rights, if any, apparent or of record; and 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, 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) as disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result;

(xi) 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 Whiskey Creek;

(xii) 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;

(xiii) 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 Whiskey Creek;

(xiv) 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 Whiskey Creek;

(xv) rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways;

(xvi) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 943;

(xvii) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 947;
(xviii) easements and matters as shown on the survey: Recorded: May 20, 2019, As: 2019000765

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 21st day of May, 2019.

WEYERHAUSENER COMPANY
a Washington Corporation

By
Name
Title

ACKNOWLEDGMENT

STATE OF WASHINGTON )
COUNTY OF KING )

On this 21st day of May, 2019, I certify that I know or have satisfactory evidence that James A. Kilberg 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 Senior Vice President of Weyerhaeuser Company, a Washington 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.

Notary Public in and for the
State of Washington
Residing in Indianola
My Commission Expires: May 20, 2022
Printed Name: Susan M. Tadei
**Exhibit “A”**

Legal Description of the Property

Parcel 1:

The South half of the Southeast quarter, the South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel 2:

That portion of the East half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the Wind River Highway.

EXCEPTING THEREFROM the following:

Beginning at a point 2,030.1 feet South 00°22’ West of Section Corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45’ East for a distance of 1,283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09’ East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of boundary of Leete Road for a distance of 1,299.4 feet more or less to a point of beginning.

ALSO EXCEPTING THEREFROM the following:

Being a portion of the Northeast quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2” iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46’08” West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;

Thence South 88°54’23” East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;
Thence South 00°46'08" West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records; Thence South 41°49'04" West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line; Thence South 07°23'19" West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line; Thence South 08°11'27" West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway; Thence North 56°23'30" West, along the centerline of Wind River Highway for a distance of 306.36 feet; Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of 7°22'37" for an arc distance of 184.42 feet, the chord of which bears North 52°42'12" West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15; Thence North 00°46'08" East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.

Skamania County Assessor
Date 5/3/17 Parcel # 4-7-190

4-7-15-100
Until a change is requested, all tax statements shall be sent to the following address:

Jacob and Tiffany McKay  
19310 Riverwood Lane  
Lake Oswego, OR 97035

After recording return to:

Jacob and Tiffany McKay  
19310 Riverwood Lane  
Lake Oswego, OR 97035

QUITCLAIM DEED

Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship, Grantors, release and quitclaim to Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of survivorship, Grantees, all right, title, and interest in and to the following described real property situated in Skamania County, Washington, legally described as:

Planning Department - Exemption over 20 acres approved by: APL 08/19/19

See Exhibit "A"

APN: A portion of Parcel 2, Assessor Parcel #: 04-07-15-0-0-0100-00 im 9/3/19

The purpose of this deed is to create 20 acre +/- parcel of land owned by the Grantor and Grantee; is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington Subdivision laws. The property described in this deed may be segregated and sold if exempted under State Subdivision Law (RCW 58.17.040) and County Subdivision Law (SCC 17.04.100).

DATED this 15th day of August, 2019.

Jacob D. McKay

STATE OF OREGON, ss.

County of Washington

Personally appeared before me the above named Jacob D. McKay and Tiffany A. McKay, and acknowledged the foregoing instrument to be their voluntary act and deed.

OFFICIAL STAMP  
SUSAN ELIZABETH SNELL  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 954556  
MY COMMISSION EXPIRES SEPTEMBER 15, 2020

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
SEP 3 2019

PAID  
EXEMPT

SKAMANIA COUNTY TREASURER

NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9-15-20
Exhibit 'A'
TERRA SURVEYING
P.O. Box 617
Hood River, OR 97031
PHONE (541) 386-4531
E-Mail: terra@gorge.net

LEGAL DESCRIPTION
FOR
JACOB MCKAY
DESCRIBING
THE
SEGREGATED TRACT

The segregated tract of land is located in the northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian in Skamania County and State of Washington being more particularly described as follows:

Commencing at a 2-1/2" aluminum cap monumenting the northeast corner of said Section 15; thence South 00°12'50" West a distance of 2024.58 feet to a point; thence North 89°05'08" West a distance of 20.00 feet to a point on western right of way of Leete Road and the point of beginning of the following described tract.

Thence North 00°12'50" East a distance of 600.00 feet to a point; thence North 89°05'08" West a distance of 731.67 feet to a point; thence South 00°12'36" West a distance of 1020.42 feet; thence South 36°12'36" West a distance of 336.37 feet to a point on the northern right of way of Wind River Road; thence South 56°13'59" East a distance of 962.37 feet to a 5/8" iron rod, L.S.22330; thence North 14°52'51" West a distance of 511.40 feet to a point; thence North 14°52'49" West a distance of 7.00 feet to a 5/8" iron rod, L.S. 43141; thence North 14°52'51" West a distance of 746.30 feet to a 5/8" iron rod; thence South 89°05'08" East a distance of 450.07 feet to a point 5/8" iron rod; thence South 89°05'08" East a distance of 6.55 feet.

Skamania County Assessor
July 22, 2019
Contains 20.55 Acres, more or less.
EMC

Date: 9-3-19 Parcel# 04071500010000
Portion
Parcel

Parcel#: 04071500010000  Owner Name: MCKAY, JACOB D & TIFFANY A
DOR Code: 88 - Resource - Designated Forest Land  Address1: JTRS
Situs:  Address2: 19310 RIVERWOOD LN
Map Number: -R2- DFL  City, State: LAKE OSWEGO OR
Status:  Zip:
Description:  
Comment: LIEN 7/28/1975 LONGVIEW FIBRE F/360

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Ownership

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### Property Images

Click on an image to enlarge it.

1.0.7206.25246

Data current as of: 9/30/2019 4:17 PM

TX_Rollfor_Search: 2020
Parcel

Parcel#: 04071500010000
DOR Code: 88 - Resource - Designated Forest Land
Situs: -R2- DFL
Map Number: 
Status: 
Description: 
Comment:

Owner Name: MCKAY, JACOB D & TIFFANY A
Address1: JTRS
Address2: 19310 RIVERWOOD LN
City, State: LAKE OSWEGO OR
Zip: 

Current Tax Year Details

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Balances Due

5 Year Tax History

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Property Images

Click on an image to enlarge it.
Parcel

Parcel#: 04071500010000
DOR Code: 88 - Resource - Designated Forest Land
Situs: -R2- DFL
Status: 
Description: 
Comment: LIEN 7/28/1975 LONGVIEW FIBRE F/360

Owner Name: MCKAY, JACOB D & TIFFANY A
Address1: JTRS
Address2: 19310 RIVERWOOD LN
City, State: LAKE OSWEGO OR
Zip: 

Land

Land - Land

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Property Images

Click on an image to enlarge it.
AFTER RECORDING MAIL TO:
Weyerhaeuser Columbia Timberlands LLC
Land Use
P.O. Box 667
Longview, WA 98632

BELOW GROUND RIGHT OF WAY EASEMENT AGREEMENT

This Below Ground Right of Way Easement Agreement (this "Agreement"), is made and entered into as of the "i" day of "a", 2017, by and between WEYERHAEUSER COLUMBIA TIMBERLANDS LLC, a Delaware limited liability company, ("Weyerhaeuser"), and OREGON RSA #2, INC., an Oregon corporation ("Grantee"). Weyerhaeuser and Grantee are sometimes referred to herein individually as a "Party" and collectively as, the "Parties".

RECITALS

Weyerhaeuser owns certain real property located in Skamania County, State of Washington, and described in the attached Exhibit A (the "Weyerhaeuser Property").

Grantee desires to obtain from Weyerhaeuser, and Weyerhaeuser desires to grant Grantee, a perpetual, non-exclusive easement and right of way for an underground utility corridor to convey electricity, telephone and fiber optics over, across and under Weyerhaeuser's lands in Section 15, Township 4 North, Range 7 East Willamette Meridian, in Skamania County, in the State of Washington.

AGREEMENT

NOW, THEREFORE, in consideration of Five Thousand and NO/100 DOLLARS ($5,000.00), and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Grant of Easement.** Subject to the terms hereof, Weyerhaeuser, for and in consideration of the faithful observance of, and strict compliance with, the terms and conditions set forth in this Agreement, hereby grants to Grantee a perpetual, appurtenant, non-exclusive right of way easement Ten (10) feet in width, and being Five (5) feet on each side of the centerline for the construction, installation and maintenance of an underground utility corridor for electricity, telephone and fiber optics (the "Easement"), over, across, and
under Weyerhaeuser’s lands as described and located approximately as shown on Exhibit A (the “Easement Area”).

2. **Purpose.** The easement granted hereunder is conveyed by Weyerhaeuser to Grantee for the purpose of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, using, testing, and operating underground electrical, telephone and fiber optic cable facilities and appurtenances, including without limitation, conduit, conductors, and vaults (the “Utility Line”).

3. **Permittees.** Weyerhaeuser, its subsidiaries, and affiliates and all others, and its employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “Weyerhaeuser Permittees”. Grantee’s employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “Grantee Permittees”.

4. **Ingress and Egress.** Grantee and Grantee Permittees shall at all times have ingress to and egress from Utility Line over and across Weyerhaeuser’s land for the purposes of exercising all of the rights herein granted.

5. **Reservation of Rights.** Weyerhaeuser reserves for itself and the Weyerhaeuser Permittees, the right at all times for any purpose, to use, cross, recross, maintain, patrol and repair the Easement Area in any manner that will not unreasonably interfere with the rights of Grantee.

6. **Non-Exclusive Easement; Third Parties.**

   a. Weyerhaeuser may grant to third parties, including without limitation the Weyerhaeuser Permittees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.

   b. Other than the Grantee Permittees, Grantee shall not have the right to grant the use any portion of the Easement Area or other rights granted hereunder to any other person, partnership, cooperative, association or corporation for any purpose, but, to the contrary, the exercise of any rights granted to Grantee hereunder by a party other than Grantee shall require a separate grant of rights by Weyerhaeuser.

7. **Operating Standards.**

   a. **Installation and Maintenance of Utility Line.** Grantee shall give Weyerhaeuser notice 24 hours prior to commencing construction, re-construction, maintenance,
repair, replacement or removal of any Utility Line within Weyerhaeuser's road right of way and shall follow all directions from Weyerhaeuser regarding safety while said work is ongoing.

b. **Location and Depth of Utility Line/Markers.** The Utility Line shall be located five (5) feet from the westerly and northerly edge of the road right of way along a length of fifteen hundred (1500) feet from the county road and buried at a minimum depth of thirty-six (36) inches, measured from the top of the Utility Line to the ground surface of the ditch line. The Utility Line shall go around existing structures (for example, culverts), keeping a minimum two-foot (2') clearance between the Utility Line and the structure. The location of the Utility Line shall be marked by intervisible markers no more than 500 feet apart. Where the Utility Line crosses the road, Grantee shall place markers on both sides of the road to show the location of the crossing.

c. **Trees, Brush or other Vegetation.** Grantee shall have the right to remove trees, brush and undergrowth from said right of way as is necessary for the enjoyment of the rights and privileges herein granted, provided, that in the exercise of this right, Grantee shall not permit any trees, tops, limbs, brush, undergrowth or other similar debris, hereinafter called "debris," to fall or be placed in any stream, nor shall Grantee permit accumulations of debris which might at some later date result in blocking or lowering the quality of the water in a stream; and provided further, that said right of way shall at all times be maintained in a sightly condition. Grantee will not damage, remove or trim trees without prior consent of Weyerhaeuser. Grantee shall not place any debris of any kind on Weyerhaeuser's property adjacent to the Easement Area; nor shall Grantee place any hazardous material or substance of any kind on Weyerhaeuser's property or in any body of water adjacent to or in the vicinity of the Easement Area. Grantee shall clean up or otherwise dispose of all slashing created by Grantee on Weyerhaeuser's lands as soon as may be practicable and in such manner and at such times as are provided by law and acceptable to Weyerhaeuser.

d. **Culverts.** Where installed under an existing culvert, a minimum crossing depth of twelve (12) inches will be kept under all plastic or concrete tile culverts and twenty-four (24) inches under all corrugated metal culverts. Said crossing depths must be maintained when replacing or repairing said Utility Line. Grantee shall immediately repair or replace all culverts damaged during the replacement or repair of said Utility Line.

e. **Repair of Damage.** Immediately upon completion of the installation, maintenance, repair, replacement or removal of said Utility Line, Grantee shall, at its sole expense, compact and patch said road, and shall repair any damage to said road, road surface, drainage or other road facilities caused by the Grantee's activities, and shall leave said road in a condition equal to, or better than, those existing at the time such installation, maintenance, repair, replacement or removal commenced. At the end of the first three (3) months following
completion of said construction, re-construction, repair, maintenance, or removal of the Utility Line, Grantee shall inspect the Easement Area and shall immediately remedy any settling which may have occurred thereupon to the satisfaction of Weyerhaeuser. Grantee shall promptly repair all damage to fences and other operational property on Weyerhaeuser’s land resulting from Grantee’s activities hereunder. Prior to commencing any such activities that would necessitate temporary road closures, Grantee shall contact Weyerhaeuser to schedule such activities and road closures so as to minimize any adverse impact on Weyerhaeuser’s operations.

8. **Assumption of Risk.** The Weyerhaeuser Property is used for logging, forestry and industrial operations and maintained only to standards required for such use. Weyerhaeuser makes no representations as to the present or future condition of the Weyerhaeuser Property or the nature or condition of, or traffic on, any roads or trails, and, except to the extent of the negligence of Weyerhaeuser or Weyerhaeuser Permittees, Grantee assumes all risks of personal injury or property damage to Grantee and the Grantee Permittees, and to the employees, representatives, invitees or contractors of any of them, in connection with the exercise of rights hereunder.

9. **Grantee’s Responsibilities.** Grantee shall:

   a. Take all reasonable precaution to prevent unauthorized persons from using Weyerhaeuser roads;

   b. Keep all existing gates, and any that may be installed on Weyerhaeuser roads in the future, closed and locked; provided, however, that the Parties may, from time to time leave gates (if any) on Weyerhaeuser roads open for reasonable extended periods during regular business hours in order to facilitate active timber harvest and other commercial operations of the Parties;

   c. Not drive with excessive speed upon Weyerhaeuser roads;

   d. Immediately report to Weyerhaeuser any dangerous or defective condition with respect to any portion of Weyerhaeuser roads or the Easement Area;

   e. Ensure that the Grantee Permittees and their employees, invitees, licensees, and contractors comply with all applicable local, state and federal laws, rules and regulations (collectively, “Applicable Laws”) with respect to the use of the Easement Area, as well as all rules and responsibilities set forth herein;

   f. Comply, and ensure that the Grantee Permittees comply, with all reasonable road rules, regulations and restrictions that Weyerhaeuser may, from time to time, promulgate in its sole and absolute discretion, including (without limitation) restrictions on weight, speed and use during adverse weather or fire conditions reasonably necessary to protect the Easement Area and adjacent timber; and

   g. Change the location and installation of the Utility Line at its own expense, as requested by Weyerhaeuser, if at any future time the Utility Line interferes with
Weyerhaeuser's use of its land. Such change shall take place within Sixty (60) days of request.

10. Indemnity. Grantee shall defend, indemnify, and hold harmless Weyerhaeuser, the Weyerhaeuser Permits, and their respective subsidiaries, and affiliates, and all of their directors, officers, employees, and agents for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses from a third party including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Grantee or the Grantee Permits under this Agreement or otherwise arising in connection with activities on or around the Easement Area or other land of Weyerhaeuser or its subsidiaries, or affiliates, except claims caused by Weyerhaeuser's negligence or the negligence of its subsidiaries and affiliates, or any of their respective directors, officers, employees, and agents. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; and claims arising from Grantee's or the Grantee Permits' activities hereunder. Grantee shall take all commercially reasonable steps needed to keep the Weyerhaeuser Property free of liens arising from Grantee's activities, and promptly obtain or bond the release of any such liens that may be filed.

Weyerhaeuser shall defend, indemnify, and hold harmless Grantee, Grantee Permits, and their respective subsidiaries, and affiliates, and all of their directors, officers, employees, and agents for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses from a third party including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Weyerhaeuser or Weyerhaeuser Permits under this Agreement or otherwise arising in connection with activities on or around the Easement Area or other land of Weyerhaeuser or its subsidiaries, or affiliates, except claims caused by Grantee's negligence, or the negligence of its subsidiaries and affiliates, or any of their respective directors, officers, employees, and agents. This includes, without limitation, any claims for: injury to or death of persons; damage to property; timber trespass; nuisance; mechanics' and materialmen's liens; and claims arising from Weyerhaeuser's or Weyerhaeuser's Permits' activities hereunder.

11. Release of Claims/Liability. Grantee expressly releases Weyerhaeuser from any and all claims for damage to the Utility Line pursuant to the rights granted herein arising from any operation of Weyerhaeuser on its said lands; provided, that in the conduct of any such operation, Weyerhaeuser shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Weyerhaeuser from any claim for damages caused by its negligence. Weyerhaeuser does not assume any liability for damages
or injuries caused by or resulting from acts or omissions by other than Weyerhaeuser employees, agents, contractors or affiliates.

12. **Assumption of Liability.** In the exercise of the rights granted hereunder to Grantee, Grantee shall use reasonable care to avoid damage to timber on Weyerhaeuser's property adjacent to the Easement Area. Grantee shall be liable for any timber damage arising from Grantee's failure to comply with this requirement.

13. **Timber.** Weyerhaeuser reserves all timber now on or hereafter growing within the Easement Area. Grantee shall not sever or damage any timber on or around the Easement Area or the Weyerhaeuser Property, without the prior written consent of Weyerhaeuser.

14. **Insurance.** Before commencing any activities under this Agreement, Grantee shall, at its own cost and expense, secure a policy or policies of insurance, and, during the term of this Agreement, maintain such insurance, in a form, and with companies with at least an A.M. Best Rating of A-minus VII or better (or in the absence of an A.M. Best Rating, insurance companies acceptable to Weyerhaeuser), insuring against liability growing out of the Grantee's activities, or the activities of its employees, subcontractors, or other persons acting for or on behalf of Grantee, including the following:

   a. Comprehensive general liability insurance (with no exclusions) with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for bodily injury and property damage, including coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement"). The policies shall be endorsed name Weyerhaeuser, its subsidiaries, and affiliates, as additional insureds with respect to the performance of this Agreement. The coverages shall be primary with respect to the indemnity obligations of Grantee under this Easement, exclusive of any coverage carried by Weyerhaeuser, and shall be exhausted first notwithstanding that Weyerhaeuser may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Grantee's liability to Weyerhaeuser as to the scope or the amount of the insurance coverage. .

   b. State or private industrial accident insurance covering Grantee and its employees which shall fully comply with State and Federal Employment and Workers' Compensation laws.

   c. Employer's liability insurance covering Grantee and all of its employees having limits of One Million Dollars ($1,000,000).

   d. Coverages in this Section 14 may be reviewed by Weyerhaeuser and revised in
Weyerhaeuser's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Weyerhaeuser reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Agreement.

On or before mutual execution of this Agreement, Grantee shall deliver to Weyerhaeuser certificates from Grantee's insurance carrier evidencing the coverages described herein along with copies of the applicable endorsements (upon request). The policies required under this Section 14 shall not be terminated, without Grantee providing at least thirty (30) days prior written notice to Weyerhaeuser.

15. Assignment. This Agreement shall be freely assignable by Weyerhaeuser in its sole and absolute discretion. Grantee shall not assign or transfer (including by merger, operation of law, or otherwise), any of its rights under this Agreement without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld, conditioned, or delayed.

Already covered under indemnity

16. Title. Weyerhaeuser does not warrant the title to the land traversed by the Easement Area and shall have no liability of any kind or nature to Grantee in the event of failure of said title.

17. Land Uses and Practices. Grantee recognizes that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantee's lands dependent on or facilitated by the rights of Grantee under this Agreement.

18. Environmental Matters. Grantee shall not cause nor permit any filling activity to occur in or on the Easement Area, except by prior written approval of Weyerhaeuser. Grantee shall not deposit refuse, garbage, or other waste matter, or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Weyerhaeuser Property or the Easement Area except in accordance with all applicable laws. Grantee shall immediately notify Weyerhaeuser if Grantee becomes aware of any release or threatened release of hazardous substance on the Easement Area or adjoining property. If a release of hazardous substance occurs in, on, around, under, above or from the Weyerhaeuser Property or the Easement Area arising solely out of any action of the Grantee or the grantee Permittees, Grantee shall, at its sole expense, promptly take all actions necessary or advisable
to clean up, contain, and remove the hazardous substance in accordance with applicable laws.

19. **Improvements.** Grantee shall not make any improvements to Weyerhaeuser roads or the Utility Line without the prior written consent of Weyerhaeuser, which consent shall not be unreasonably withheld, conditioned or delayed. Furthermore, unless the Parties agree in writing to share the cost of improvements to Weyerhaeuser roads or the Utility Line, improvements to Weyerhaeuser roads shall be made at the sole cost and expense of the improver and improvements to the Utility Line shall be made at the sole cost and expense of the Grantee.

20. **Fire Suppression and Control.** Grantee shall comply with all laws and regulations pertaining to fire protection and suppression, and take every possible precaution to prevent fires from igniting on the Weyerhaeuser Property or spreading onto other Weyerhaeuser lands. In case of fire, Grantee shall immediately notify Weyerhaeuser and appropriate government agencies, and shall make every reasonable effort to suppress or contain the fire. Grantee shall reimburse Weyerhaeuser for all damages (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Grantee's activities arising out of Grantee's negligence.

21. **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties.

22. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Weyerhaeuser Property. By this grant, Weyerhaeuser grants no greater rights than it is permitted to grant in view of such encumbrances.

23. **Subordination.** Any mortgage or deed of trust affecting any portion of the Easement Area shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

24. **Termination.** If for a period of Five (5) years Grantee shall cease to use, or reserve for prospective future use, the Easement Area or any portion thereof, for the purposes herein granted, this Agreement shall terminate. Weyerhaeuser may also terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured. In the event of a termination, Grantee hereby authorizes Weyerhaeuser to record a statement in recordable form evidencing such termination.
25. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties’ remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Weyerhaeuser and Grantee take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

26. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party’s right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

27. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

28. **Attorneys’ Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. “Prevailing Party” shall be determined by the arbitrator, or
any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

29. Disputes. If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through this process: (a) the initiating party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating party, the initiating party may pursue any remedies available at law or in equity.

30. Notices. All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), the next business day following the date on which the notice was sent, or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties’ respective addresses are as follows:

If to Weyerhaeuser:

Weyerhaeuser Columbia Timberlands LLC
Attn: Land Use
P.O. Box 667
Longview, WA 98632

With a copy to:

Weyerhaeuser Company
Attn: Legal Department
220 Occidental Avenue South
Seattle, WA 98104

If to Grantee:

Oregon RSA #2, Inc.
Attn: Real Estate Development
8410 West Bryn Mawr Ave., Suite 700
Chicago, IL 60631

31. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court in the
county in which the Easement Area is located.

[Signatures appear on the following page]
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

WEYERHAEUSER COLUMBIA TIMBERLANDS LLC

By: Rhonda Hunter
   Its: President

By: Jacqueline W. Hahn
   Its: Assistant Secretary

AGREED AND ACCEPTED by Oregon RSA #2, Inc. in the presence of the undersigned Notary Public, on this the 14th day of November, 2016, after due reading of the whole.

OREGON RSA #2, INC.

Printed Name: Jeffrey W. Baenke
Title: Vice President
STATE OF WASHINGTON

COUNTY OF KING

On this 10th day of January, 2017, before me personally appeared

President

and Secretary, to me known to be the
President

and Secretary, respectively, of WEYERHAEUSER
COLUMBIA TIMBERLANDS LLC, a Delaware limited liability company that executed
the within and foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and
on oath stated that they were authorized to execute said instrument and that the seal affixed
is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first above written.

KARI A. EDWARDS

Notary Public for the State of Washington residing at:

Federal Way, WA

My Appointment expires: 10/14/2019

STATE OF ILLINOIS

COUNTY OF COOK

On this 14th day of November, 2016, before me personally appeared

and to me known to be the

Vice President

of OREGON RSA #2, INC., the corporation that executed the within and foregoing
instrument, and acknowledged said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned, and on oath stated that they
were authorized to execute said instrument and that the seal affixed is the corporate seal of
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year first above written.

Magdalena Ramos

Notary Public

Weyerhaeuser Columbia-SWW
Temp No. T2016-449
FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
Stewart Title Guaranty Company
Attn: Vicki Coats
1420 Fifth Avenue, Suite 440
Seattle, WA 98101
File No. T2019-89

SEND TAX STATEMENTS TO:
Jacob D. McKay and Tiffany A. McKay
19310 Riverwood Lane
Lake Oswego, OR 97035

GRANTOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the right of
survivorship
COUNTY: Skamania
ABBREVIATED LEGAL: Portion of the SE 1/4; NW 1/4 NE 1/4 SE 1/4; NE 1/4 SE 1/4; Sec.
10, T 4 N, R 7 E, W.M. full legal description on pages 5 & 6
ASSESSOR PARCEL #: 04-07-00-0-0-0190-00; 04-07-15-0-0-0100-00

BARGAIN AND SALE DEED

WEYERHAEUSER COMPANY, a Washington corporation, successor by merger to
Weyerhaeuser Columbia Timberlands LLC, 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 JACOB D. MCKAY and TIFFANY A.
MCKAY, as joint tenants with the right of survivorship, whose address is 19310 Riverwood Lane,
Lake Oswego, Oregon 97035 ("Grantee").
The conveyance from Grantor to Grantee shall expressly save, except, and reserve, unto itself and its successors and assigns, all interest in geothermal resources including, without limitation, geothermal steam and heat susceptible to commercial exploitation and having a minimum bottom-hole temperature of 200 degrees Fahrenheit (collectively, "Geothermal Resources"), in the Property. This reservation of Geothermal Resources by Grantor shall not include any right of entry or the right to any use or occupancy of the surface of the Property for any purpose, including, without limitation, exploring, developing, producing, or transporting the Geothermal Resources.

In addition to the foregoing, Grantor expressly saves excepts, and reserves, unto itself its successors and assigns forever, an undivided seventy-five percent interest in oil, gas, and other liquid or gaseous hydrocarbons including without limitation, coal seam gas; including without limitation, 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. This Mineral 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 or surface use or occupancy of any kind and for any purpose whatsoever.

The Property is conveyed subject to an easement in the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the real estate; and to all additional easements, reservations, restrictions, rights-of-way, encumbrances and water rights, if any, apparent or of record; and 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, 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) as disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result;

(xi) 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 Whiskey Creek;

(xii) 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;

(xiii) 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 Whiskey Creek;

(xiv) 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 Whiskey Creek;

(xv) rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways;

(xvi) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 943;

(xvii) easement, including the terms and provisions thereof: Recorded: July 24, 1990; Book: 119, Page: 947;
(xviii) easements and matters as shown on the survey: Recorded: May 20, 2019, As: 2019000765

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 22nd day of May, 2019.

WEYERHAUSER COMPANY
a Washington corporation

By
Name James A. Kilberg
Title Senior Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON )
)ss
COUNTY OF KING )

On this 22nd day of May, 2019, I certify that I know or have satisfactory evidence that James A. Kilberg 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 Senior Vice President of Weyerhaeuser Company, a Washington 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.

Susan M. Tadei
Notary Public in and for the
State of Washington
Residing in Indianola
My Commission Expires: May 20, 2022
Printed Name: Susan M. Tadei
Exhibit “A”

Legal Description of the Property

Parcel 1:

The South half of the Southeast quarter, the South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel 2:

That portion of the East half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the Wind River Highway.

EXCEPTING THEREFROM the following:

Beginning at a point 2,030.1 feet South 00°22’ West of Section Corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Northerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45’ East for a distance of 1,283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09’ East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of boundary of Leete Road for a distance of 1,299.4 feet more or less to a point of beginning.

ALSO EXCEPTING THEREFROM the following:

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2” iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46’08” West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;
Thence South 88°54’23” East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;
Thence South 00°46'08" West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;
Thence South 41°49'04" West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;
Thence South 07°23'19" West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;
Thence South 08°11'27" West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;
Thence North 56°23'30" West, along the centerline of Wind River Highway for a distance of 306.36 feet;
Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of 7°22'37" for an arc distance of 184.42 feet, the chord of which bears North 52°42'12" West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;
Thence North 00°46'08" East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.

Skamania County Assessor

Date 5/13/19 Parcel # 4-7-190

4-7-15-100
WHEN RECORDED, RETURN TO:
WEYERHAEUSER COMPANY
ATTN: LAND TITLE
220 OCCIDENTAL AVENUE SOUTH
SEATTLE, WA 98104

GRANTOR/ASSIGNOR: WEYERHAEUSER COMPANY, a Washington corporation
GRANTEE/ASSIGNEE: Jacob D. McKay and Tiffany A. McKay, as joint tenants with the
right of survivorship
COUNTY: Skamania
ABBREVIATED LEGAL: Portion of the SE 1/4; NW 1/4 NE 1/4 SE 1/4; NE 1/4 SE 1/4; Sec.
10, T 4 N, R 7 E, W.M. full legal description on pages 5, 6 & 7
ASSESSOR PARCEL #: 04-07-00-0-0-0190-00; 04-07-15-0-0-0100-00

PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT

This Partial Assignment and Assumption of Easement (this “Assignment”), is made
effective as of May 30, 2019 (the “Effective Date”) between WEYERHAEUSER COMPANY,
a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington
98104 (the “Assignor”), and JACOB D. MCKAY and TIFFANY A. MCKAY, as joint tenants
with the right of survivorship (the “Assignee”), whose address is 19310 Riverwood Lane, Lake
Oswego, OR 97035.
WHEREAS, by that Purchase and Sale Agreement dated May 16, 2019 (the “Agreement”) and certain conveyance documents executed in connection therewith, Assignee purchased from Assignor certain real property and all rights and appurtenances associated therewith located in Skamania County, Washington and more particularly described in the Exhibit A attached hereto and incorporated herein (the “Property”); and

WHEREAS, Assignor and Assignee desire that Assignor’s right, title and interest in, to and under certain Right-of-Way Easement Deed, dated July 20, 1990 by and between Assignor’s predecessor in interest, Longview Fibre Company and the United States of American (the “Easement”), be assigned to Assignee, as part of the transfer and conveyance of the Property to Assignee pursuant to the Agreement, and

WHEREAS, Assignee desires to assume such Easement contemporaneously with the closing of the transaction referenced in the Agreement.

NOW, THEREFORE, the parties hereto, for good and valuable consideration and in accordance with the terms of the Agreement, hereby agree as follows:

1. As of the Effective Date, Assignor partially assigns, transfers and sets over to Assignee, without warranty, Assignor’s right, title and interest in, to and under the Easement related to the Property; Provided, however, that Assignor retains for itself, its successors and assigns, the rights and obligations in and to the Easement to access Assignor’s real property as described in Exhibit B attached hereto and incorporated herein (the “Weyerhaeuser Property”).

2. Assignee hereby accepts this Assignment of the Easement and assumes and agrees to be bound by and perform the Assignor’s obligations and liabilities arising under the Easement after the Effective Date.

3. Assignee agrees to indemnify and hold the Assignor harmless from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of the Assignee’s use of the Easement or this Assignment to Assignee. Assignor agrees to indemnify and hold the Assignee harmless from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of the Assignor’s use of Easement or the rights retained by Assignor.

4. This Assignment shall be interpreted and construed under the laws of the State of Washington.

5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures on following two pages]
IN WITNESS, WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

WEYERHAUSEN COMPANY, a Washington corporation

By: 
Name: James A. Kilberg
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF WASHINGTON )
COUNTY OF KING )

James A. Kilberg personally appeared before me, the undersigned authority in and for said county and state, on this 22nd day of May, 2019, within my jurisdiction, and acknowledged that he/she is the Senior Vice President of Weyerhaeuser Company, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Susan M. Tadeci
Notary Public for the State of Washington
Residing in Indianola
My appointment expires: May 20, 2022
Printed Name: Susan M. Tadeci

[Assignee signature page follows]
ASSIGNEE:

JACOB D. MCKAY and TIFFANY A. MCKAY, as joint tenants with the right of survivorship

By:  

[Signature]

By:  

[Signature]

STATE OF ________________
COUNTY OF ________________

I certify that Jacob D. McKay and Tiffany A. McKay, is/are the person(s) who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 29, 2019

[Signature]

Notary Public for the State of Oregon
My appointment expires April 23, 2023

Printed Name: Althea Samantha Williams
Exhibit A

The Property

Parcel 1:

The South half of the Southeast quarter, the South half of the Northwest quarter of the Northeast quarter of the Southeast quarter and the South half of the Northeast quarter of the Southeast quarter of Section 10, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel 2:

That portion of the East half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the Wind River Highway.

EXCEPTING THEREFROM the following:

Beginning at a point 2,030.1 feet South 00°22' West of Section Corner common to Sections 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45' East for a distance of 1,283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09' East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of boundary of Leete Road for a distance of 1,299.4 feet more or less to a point of beginning.

ALSO EXCEPTING THEREFROM the following:

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2” iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46’08” West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;
Thence South 88°54’23” East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;
Thence South 00°46’08” West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;
Thence South 41°49'04" West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;
Thence South 07°23'19" West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;
Thence South 08°11'27" West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;
Thence North 56°23'30" West, along the centerline of Wind River Highway for a distance of 306.36 feet;
Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of 7°22'37" for an arc distance of 184.42 feet, the chord of which bears North 52°42'12" West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;
Thence North 00°46'08" East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.
Exhibit B

The Weyerhaeuser Property

Being a portion of the Northwest quarter of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a 2 1/2” iron pipe with aluminum cap marking the North quarter corner of Section 15 as shown in Book 3 of Surveys, Page 397-400, Skamania County Auditor records;

Thence South 00°46’08” West, along the West line of the Northeast quarter of Section 15, for a distance of 352.00 feet to the Point of Beginning;
Thence South 88°54’23” East, parallel with the North line of the Northeast quarter of Section 15, for a distance of 932.00 feet;
Thence South 00°46’08” West, parallel with the West line of the Northeast quarter of Section 15 for a distance of 192.04 feet, to the Easterly right-of-way line of that easement recorded under Book 119 of Deeds, Page 947, Skamania County Auditors records;
Thence South 41°49’04” West, along said Easterly right-of-way line for a distance of 645.67 feet to an angle point in said right-of-way line;
Thence South 07°23’19” West, along said Easterly right-of-way line for a distance of 775.18 feet to another angle point in said right-of-way line;
Thence South 08°11’27” West, along said Easterly right-of-way line for a distance of 101.50 feet to the centerline of Wind River Highway;
Thence North 56°23’30” West, along the centerline of Wind River Highway for a distance of 306.36 feet;
Thence continuing along said centerline along the arc of a 1,432.40 foot radius curve to the right, through a central angle of 7°22’37” for an arc distance of 184.42 feet, the chord of which bears North 52°42’12” West for a distance of 184.30 feet to the West line of the Northeast quarter of Section 15;
Thence North 00°46’08” East, along said West line for a distance of 1,279.07 feet to the Point of Beginning.