

Appendix F:

Weyerhaeuser Company Property Information

After recording, return to:
1801 South Franklin Street
Seaside, Oregon 97138
Attn: Douglas Dougherty

*Until a change is requested, all tax statements
shall be sent to the following address:*
1801 South Franklin Street
Seaside, Oregon 97138
Attn: Douglas Dougherty

Property Address: Vacant Land
Tax Map/Lot No. 6N10W22-02102
Tax Acct No. 59212

SPECIAL WARRANTY DEED

WEYERHAEUSER NR COMPANY, a Washington corporation ("Grantor"), conveys and specially warrants to **SEASIDE SCHOOL DISTRICT 10, CLATSOP COUNTY, OREGON** ("Grantee") the real property located in Clatsop County, Oregon, and described on the attached Exhibit A, together with all improvements situated thereon and all appurtenances thereunto belonging, free and clear of encumbrances created or suffered by Grantor, Weyerhaeuser Company, a Washington corporation, or Weyerhaeuser Real Estate Development Company, a Washington corporation, other than all encumbrances of record and the reservations of Grantor set forth herein (the "Property").

The foregoing conveyance is a donation and gift to Grantee for the purposes of providing a safe, accessible location for schools and/or administrative offices benefiting the students served by Grantee. If Grantee has not constructed and operated a public school on the Property by January 1, 2046, or if Grantee conveys the Property prior to the construction and operation of a public school on the Property for a period of at least two (2) consecutive years in violation of the terms contained below in this paragraph, whichever comes first, Grantor shall have the right to reenter and retake possession and ownership of the Property. In the event Grantee wishes to convey the Property prior to the construction and operation of a public school on the Property for a period of at least two (2) consecutive years, Grantee shall first offer to reconvey the Property to Grantor at a price of Zero Dollars (\$0.00). Grantor shall have thirty (30) days from receipt of such offer to accept or reject. If Grantor fails to accept the offer in writing within such thirty (30)-day period, Grantor shall be deemed to have rejected the offer. If the offer is accepted, Grantee shall reconvey the Property to Grantor within thirty (30) days of receipt of Grantor's written notice accepting the offer, free and clear of encumbrances created or suffered by Grantee.

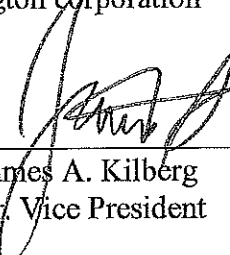
Grantor specifically reserves an easement (hereinafter the "Easement") for access for any and all purposes to the real property owned by Grantor located to the north and south of the Property in Sections 22 and 27, Township 6 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon (hereinafter the "Grantor Property"), over and across the existing roads located on the Northwest quarter of the Southwest quarter of Section 23, Township 6 North, Range 10 West, as depicted on Exhibit B attached hereto as "Point A" to "Point B" and "Point C" to "Point D" (hereinafter the "Roads"). The Easement is reserved for any and all road purposes, including, but not limited to, providing ingress to and egress from the Grantor Property for forest and land management, hauling timber and other valuable forest products, all residential, recreation and other commercial and non-commercial uses. The Easement shall be subject to the right hereby granted to Grantee to relocate the Roads as necessary for the convenient development of the Property to a location determined in Grantee's reasonable discretion, provided that such relocation shall not materially interfere with Grantor's rights of access pursuant to the Easement. Grantee shall pay all costs of such relocation including construction of a road that is suitable for use by trucks hauling logs, timber, forest products and heavy equipment; provided that such relocated road shall not be required to be constructed to a standard or quality that exceeds the condition of the Road in existence on the date of this deed.

The true consideration for this conveyance is Zero Dollars.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 27th day of June, 2016.

WEYERHAEUSER NR COMPANY,
a Washington corporation

By: 
Name: James A. Kilberg
Its: Sr. Vice President

State of WASHINGTON

County of KING

This instrument was acknowledged before me on June 27th, 2016, by James A. Kilberg as Sr. Vice President of Weyerhaeuser NR Company, a Washington corporation.


Notary Public for the State of Washington

Marlene T Voss
Notary Public
State of Washington
My Comm. Exp. 12/15/16

EXHIBIT A

Legal Description

The Northeast quarter of the Southeast quarter of Section 22, and the Northwest quarter of the Southwest quarter of Section 23, Township 6 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon.

Exhibit B

Tax Parcel #61022102
Secs. 22, 23 T6N, R10W

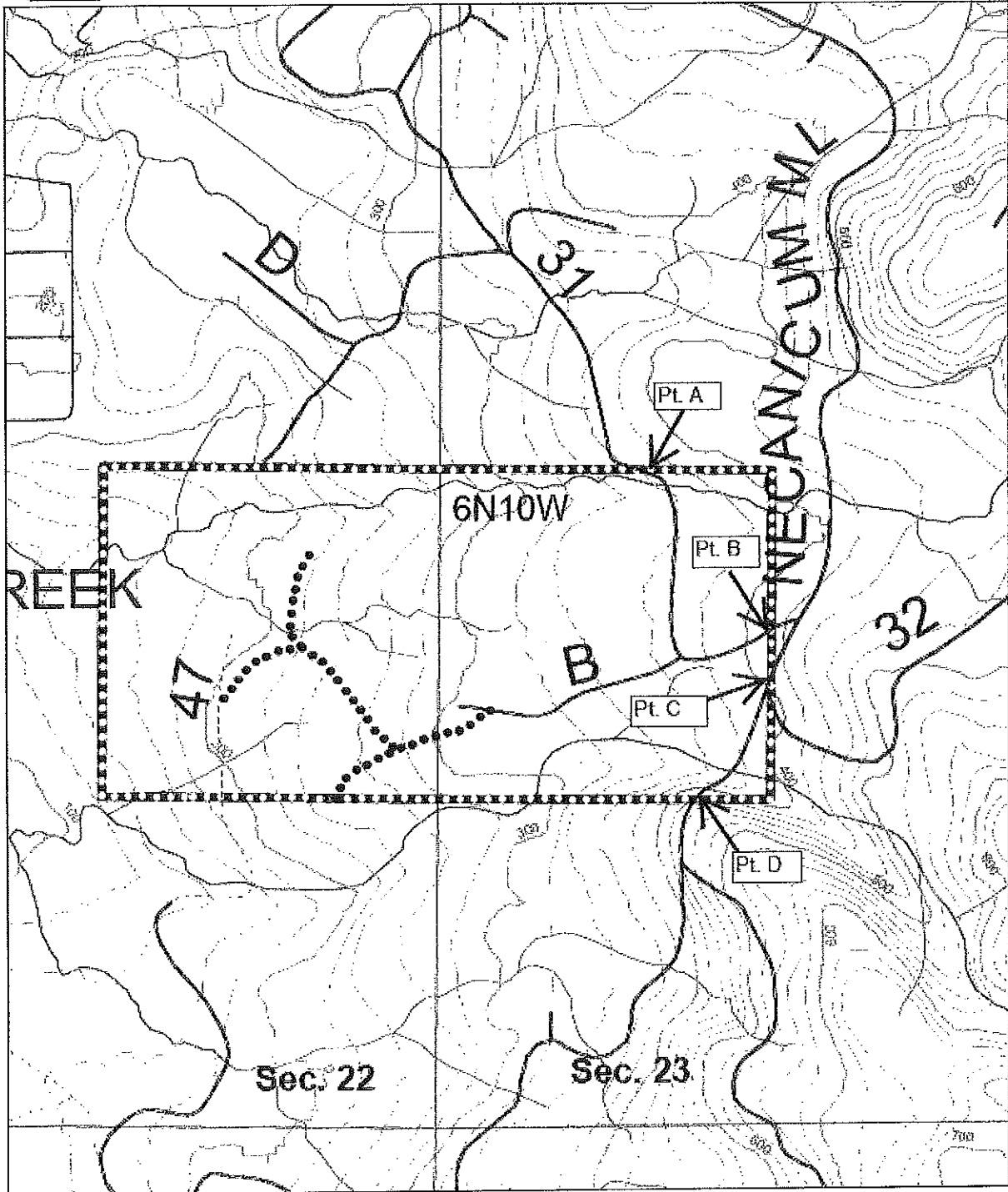


Proposed Roads

Property

Pt. A to Pt. B
Pt. C to Pt. D = Roads

1 inch = 500 feet



AFTER RECORDING RETURN TO:

Weyerhaeuser NR Company
Zachary R. Hiatt, Esq.
33663 Weyerhaeuser Way S.
Federal Way, WA 98003

Property Address: Vacant Land
Tax Map/Lot No. 6N10W22-02102
Tax Acct No. 59212

SPECIAL WARRANTY TIMBER DEED

THIS SPECIAL WARRANTY TIMBER DEED, made this 30th day of June, 2016, by and between SEASIDE SCHOOL DISTRICT 10, CLATSOP COUNTY, OREGON, whose mailing address is 1801 South Franklin Street, Seaside, Oregon 97138 (“Grantor”), and WEYERHAEUSER NR COMPANY, a Washington corporation, whose mailing address is 33663 Weyerhaeuser Way South, Federal Way, Washington 98001-9620 (“Grantee”);

WITNESSETH:

That Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid and other valuable consideration, to it paid by Grantee, the receipt and sufficiency of which are hereby acknowledged by Grantor, has bargained, sold and conveyed and by these presents does bargain, sell and convey unto Grantee, its successors and assigns, all of Grantor’s right, title and interest in and to the timber, trees, and forest products, whether living, dead, standing or down, of all sizes, species, and grades (collectively, the “Covered Products”) situated on Grantor’s property known as Tax Parcel No. 610220002102 located in Clatsop County, Oregon, legally described on Exhibit A attached hereto and by this reference made a part hereof (the “Property”).

TOGETHER WITH the right to enter upon, cut, harvest, and remove the Covered Products from the Property, and to use, build, and maintain any roads and logging spurs as substantially depicted on the attached Exhibit B (proposed and existing roads) to accomplish the same; and

TOGETHER WITH the non-exclusive right to use all of Grantor’s access rights and easements on the routes identified in Exhibit B that are reasonable and necessary to access and remove the Covered Products from the Property.

To have and to hold the Covered Products unto the Grantee and the Grantee’s successors and assigns. Grantor will specially warrant and forever defend the title to the Covered Products against the lawful claims and demands of all persons claiming by, through or under Grantor, but not otherwise.

Grantee's rights to cut and remove timber on the Property shall expire on December 31, 2018, unless such rights are extended pursuant to a separate agreement or unless earlier terminated by the parties' mutual agreement.

Grantee shall at its sole expense comply and cause all its agents, employees, invitees, or contractors on the Property, whether or not engaging in logging activities, to comply with all applicable laws, ordinances, rules, and regulations of any public authority ("Laws"), including without limitation the Oregon Forest Practices Act (including all rules, regulations, and orders issued under its authority). Grantee shall be solely responsible for replanting all harvest areas in compliance with legal requirements, provided that Grantee shall not be required to replant within the Northeast quarter of the Southeast quarter of Section 22, Township 6 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon. Grantor shall be solely responsible for meeting all legal requirements for reforestation beyond the initial replanting by Grantee and for the unplanted areas in Section 22 that Grantor designates by written notice to Grantee are not to be replanted.

Grantee shall indemnify, defend, and hold harmless Grantor and each of its board members, employees, officers, managers, representatives, agents, successors and assigns from any claim, liability, damage, or loss occurring on the Property, or any cost or expense in connection therewith (including attorney fees), arising out of any damage to any person or property occurring in, on or about the Property resulting or relating to Grantee's activities under this Timber Deed.

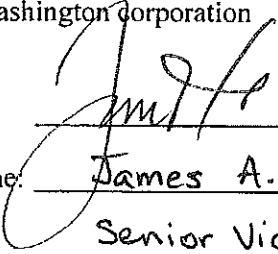
Grantee shall carry (a) liability insurance with limits of not less than Five Million Dollars (\$5,000,000) combined single limit bodily injury and property damage, and (b) Business Auto Liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than One Million Dollars (\$1,000,000) per occurrence, which insurance shall have an endorsement naming Grantor as an additional insured and be in a form and with companies reasonably acceptable to Grantor. Prior to commencing any logging activities hereunder, Grantee shall furnish a certificate evidencing such insurance. Grantee agrees that the coverage shall not be canceled or materially changed without thirty (30) days' advance written notice to Grantor. Grantee shall furnish to Grantor a renewal certificate at least thirty (30) days prior to expiration of any policy.

At Grantor's expense, Grantor may take all actions necessary or convenient to include the Property within the Seaside urban growth boundary, to annex the Property to the City of Seaside, to change the zoning of the Property, to obtain conditional use permits, to obtain approvals of any partition, lot line adjustments, preliminary plat, or final plat, and to secure any other governmental approvals necessary to commence onsite development of the Property ("Approvals"); provided that Grantor shall not seek or consent to any Approvals that will materially and adversely affect, in the reasonable discretion of Grantee, the ability of Grantee to engage in the timber harvest permitted herein during the term of this Deed (a "Material Adverse Effect"). Provided there is no Material Adverse Effect, Grantee shall cooperate with Grantor in its pursuit of such Approvals and shall execute (within five (5) business days after written request by Grantor) all applications, land-use approvals, and related documents related to Grantor's development of the Property, provided that Grantee shall have no expense or liability by executing such documents.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be signed on each of its behalf as of the day and year first above written.

WEYERHAEUSER NR COMPANY,
a Washington corporation

SEASIDE SCHOOL DISTRICT 10,
CLATSOP COUNTY, OREGON

By: 

By: _____

Name: James A. Kilberg

Name: _____

Its: Senior Vice President

Its: _____

Date: June 29, 2016

Date: _____

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be signed on each of its behalf as of the day and year first above written.

WEYERHAEUSER NR COMPANY,
a Washington corporation

SEASIDE SCHOOL DISTRICT 10,
CLATSOP COUNTY, OREGON

By: _____

By: 

Name: _____

Name: Douglas C. Dougherty

Its: _____

Its: Superintendent

Date: _____

Date: 6/28/16

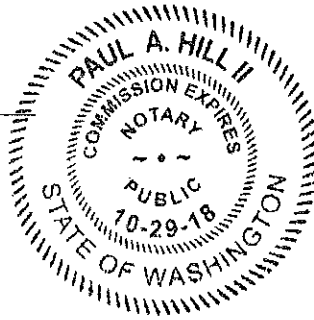
State of WASHINGTON

County of KING__

This instrument was acknowledged before me on June, 29th, 2016, by James A. Kilberg as Sr. Vice President of Weyerhaeuser NR Company, a Washington corporation.

Paul A. Hill II

Notary Public for the State of Washington
Residing in Seattle



State of _____

County of _____

This instrument was acknowledged before me on _____, 2016,
by _____ as _____ of Seaside School District
10, Clatsop County, Oregon.

Notary Public for the State of Oregon

State of _____

County of _____

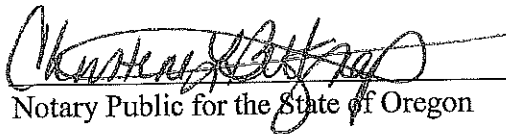
This instrument was acknowledged before me on _____, 2016,
by _____ as _____ of Weyerhaeuser NR
Company, a Washington corporation.

Notary Public for the State of Oregon

State of Oregon

County of Clatsop

This instrument was acknowledged before me on June 28, 2016,
by Douglas C. Dougherty as Representative of Seaside School District
10, Clatsop County, Oregon.



Notary Public for the State of Oregon

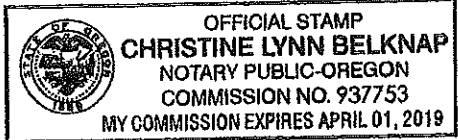


EXHIBIT A
LEGAL DESCRIPTION

The Northeast quarter of the Southeast quarter of Section 22, and the Northwest quarter of the Southwest quarter of Section 23, Township 6 North, Range 10 West of the Willamette Meridian, Clatsop County, Oregon.

EXHIBIT B
Access Routes and Roads Plan

Exhibit B

Tax Parcel #61022102
Secs. 22, 23 T6N, R10W

Proposed Roads

Property

Pt. A to Pt. B
Pt. C to Pt. D
Pt. E to Pt. F = Existing Roads

N
1 inch = 500 feet

