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BOOK 114 PAGE 702

Skamania, WA

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BY SKAMANIA CO. HUE

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E. M. H. H. H.
GARY M. OLSON

WI-1108

DEED TO PLUM CREEK
TIMBER COMPANY, L.P.THIS DEED CONTAINS PROVISIONS
REQUIRING THAT CERTAIN MATTERS BE
SUBMITTED TO ARBITRATION

PCTC, INC., a Delaware corporation (formerly known as Plum Creek Timber Company, Inc. and BN Timberlands, Inc.) ("Grantor") whose address is 999 Third Avenue, Seattle, Washington 98104, for and in consideration of One Dollar and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells and conveys to PLUM CREEK TIMBER COMPANY, L.P., a Delaware limited partnership ("Grantee"), whose address is 999 Third Avenue, Seattle, Washington 98104, Grantor's right, title and interest in and to the real property described in Exhibit "A" attached hereto, and all rights and appurtenances thereto, together with Grantor's after acquired title therein and all of Grantor's water, water rights, and ditch rights in existence on the date hereof, whether real or personal property and however evidenced, and used or intended to be used in connection with the real property described in Exhibit "A" (collectively, the "Subject Property"), provided Grantor reserves unto itself:

(a) all oil, gas and other hydrocarbons, regardless of gravity and whether produced in liquid or gaseous form (including, without limitation, all gas occurring in coal or lignite seams, beds or deposits, but except as occurring in coal or lignite seams, beds, or deposits when vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations) and all substances necessarily produced in association with such oil, gas and other hydrocarbons in, on or under the Subject Property (such oil, gas and other hydrocarbons, together with such substances, are collectively called "Reserved Oil and Gas"), together with rights of ingress and egress for the purpose of drilling for, exploring for, producing, storing, treating, transporting and processing Reserved Oil and Gas with the right to remove any and all property Grantor places on the Subject Property, provided such

Glenda J. Kimmel, Skamania County Assessor

By: *[Signature]* Parcel # *[Signature]*

REAL ESTATE TAX

12858

Registered	<i>[Signature]</i>
Indexed, Vir	<i>[Signature]</i>
Indirect	<i>[Signature]</i>
Filmed	
Mailed	

rights of ingress and egress shall be subject to the provisions set forth below; and

(b) all minerals, metals and ores of every kind and nature, and whether surface or subsurface in, on or under the Subject Property except for Reserved Oil and Gas and all sources of geothermal energy (such minerals and sources are called the "Reserved Minerals", and include without limitation and without regard to their intended use or current commercial value:

(i) coal, lignite, and peat (including gas occurring in coal or lignite seams, beds or deposits to the extent the same is vented as a non-commercial substance in conjunction with coal or lignite development or extraction operations);

(ii) precious metals such as gold and silver and other metals such as copper, iron, lead, and zinc;

(iii) industrial minerals, including without limitation talc, calcium carbonate, mica, and kaolin;

(iv) fissionable source materials, including without limitation uranium, vanadium, and thorium;

(v) sand, clay, gravel, aggregate, granite, stone, rock, including without limitation decorative rock and rock of a unique character; provided, Grantee may use so much of the items described in this clause (v) as it reasonably requires in connection with its use and enjoyment of the Subject Property or with the construction, maintenance, and repair of roads serving the Subject Property, so long as the use of such items is incidental to such other uses and is not a primary use;

(vi) all other naturally occurring elements, compounds and substances, whether similar or dissimilar, metallic or non-metallic, in whatsoever form and whether occurring, found,

extracted or removed in solid, liquid or gaseous state; and

(vii) all of the constituent products of all or any of the foregoing and all other substances necessarily produced in association therewith),

together with rights of ingress and egress for the purpose of prospecting and exploring for Reserved Minerals by any means, and for the purpose of drilling, extracting, mining, developing, producing, treating and processing Reserved Minerals by all methods (including without limitation mining by strip, auger, open pit, in-situ combustion, solution, and underground methods), and of erecting, operating, maintaining and working any mining, extraction, production, treatment or processing facility by all procedures, whether such means, methods, or procedures are now known or hereafter discovered, and of taking out, storing, stockpiling, removing, transporting and marketing Reserved Minerals, together with the right to commingle Reserved Minerals or any other material produced from the Subject Property with minerals or any other material produced from any other property and to use the Subject Property for any of the aforesaid activities with respect to such minerals and materials when related to like activities involving Reserved Minerals, provided these rights of ingress and egress shall be subject to the provisions set forth below.

THIS DEED AND THE RESERVATIONS HEREUNDER ARE MADE SUBJECT TO THE TIMBERLANDS CONVEYANCE AND ASSUMPTION AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE OF EVEN DATE HERewith. SUCH AGREEMENT CONTAINS PROVISIONS, WHICH AMONG OTHERS, PERMIT THE GRANTEE TO ACQUIRE WITHIN THE TEN YEARS FROM THE DATE HEREOF CERTAIN RESERVED MINERALS AND CERTAIN SURFACE RIGHTS WITH RESPECT TO SUBJECT OIL AND GAS.

The term "Mineral Owner" means at the time of the execution and delivery of this instrument Grantor, and thereafter any owner of Reserved Oil and Gas or Reserved Minerals.

The term "Surface Owner" means at the time of the execution and delivery of this instrument Grantee, and thereafter any owner of Subject Property.

1. Use

Mineral Owner shall not interfere unreasonably with Surface Owner's use of the Subject Property and shall use only so much of the surface of the Subject Property as may be reasonably necessary for purposes for which the rights of ingress and egress are reserved. Mineral Owner shall give Surface Owner reasonable advance notice of all operations (other than those which are irregular, of brief duration, and which will not cause significant damage) it intends to conduct on the Subject Property.

As to a Mineral Owner of Reserved Minerals, each notice such owner gives shall be in writing and include a map or plat showing the location on the Subject Property where the operations are to be conducted and the roads to be used. This notice shall include a description of the timber and improvements which must be removed in order to conduct the operations, and a schedule of the anticipated dates on which the operations are to be commenced and be concluded.

Unless first consented to in writing by Surface Owner, no oil or gas well shall be drilled nearer than 200 feet to any Compensable Structure (as defined below). When requested by Surface Owner, Mineral Owner of the Reserved Oil and Gas will bury all oil or gas pipelines to below a depth necessary to avoid interference with Surface Owner's operations, provided, it shall not be required to bury pipelines to a depth below three feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline.

2. Roads

Mineral Owner also reserves the right to use in common with Surface Owner such rights as Surface Owner has to use roads (not public) whether now existing or hereafter constructed on lands outside but serving the Subject Property, excluding, however, those rights which by their terms may not be so reserved. Mineral Owner also reserves the right to use in common with Surface Owner roads whether now existing or hereafter constructed on the

Subject Property. Mineral Owner's right to use such roads (whether on or serving the Subject Property) is subject to the conditions (i) that Mineral Owner shall not use any such road in violation of the provisions of any instrument creating or affecting Surface Owner's right of use and shall not cause a surcharge on such right, and (ii) that before using any road for other than a casual, irregular use, Mineral Owner shall pay and agree to pay to the Surface Owner and to other appropriate parties amounts necessary to compensate Surface Owner and the other parties for those costs incurred for construction, reconstruction, and maintenance of the road, which are attributable to Mineral Owner's proposed and actual use; provided that as to construction costs alone, Mineral Owner shall not be required to make payments to Surface Owner in respect of costs which Surface Owner or its predecessors in interest incurred before the date hereof.

Surface Owner shall have the right to use in common with Mineral Owner any roads Mineral Owner constructs on the Subject Property provided that such use shall not interfere unreasonably with Mineral Owner's operations. All roads constructed by Mineral Owner shall, upon Mineral Owner's abandonment, become the property of Surface Owner; provided, Surface Owner may require that Subject Property covered by said roads be reclaimed and restored as nearly as reasonably practical to their original condition upon such abandonment. If before Mineral Owner's abandonment, Surface Owner uses for other than a casual, irregular use any road constructed by Mineral Owner, Surface Owner shall pay Mineral Owner amounts necessary to properly compensate Mineral Owner for the costs Mineral Owner incurs for construction, reconstruction and maintenance of the road which are attributable to Surface Owner's proposed and actual use.

Surface Owner and Mineral Owner shall consult with one another with regard to the manner of and scheduling the use of those roads on the Subject Property and those roads serving the Subject Property which Mineral Owner is entitled to use in common with Surface Owner, as provided in this paragraph 2. Mineral Owner acknowledges that the roads may be subject to sharing arrangements with third parties and scheduling constraints, and both Surface Owner and Mineral Owner will each endeavor to accommodate the other's need for the roads and that of third parties.

3. Surface Owner's Compensation

If Mineral Owner conducts operations on the Subject Property, Mineral Owner shall pay to Surface Owner just and reasonable compensation for all actual damage caused by the operations to (i) improvements, (ii) growing crops and timber (whether merchantable or pre-merchantable), and (iii) the surface of the Subject Property, provided items covered in clauses (i) and (ii) shall not also be included in this clause (iii). The foregoing notwithstanding, the payments the Mineral Owner of Reserved Oil and Gas shall pay under clause (i) with respect to building and improvements shall be limited to actual damage to Compensable Structures. "Compensable Structure" means any building or improvement constructed or placed on the Subject Property by Surface Owner after the date hereof which does not interfere unreasonably with the reasonable use by the Mineral Owner of Reserved Oil and Gas of the surface of the Subject Property for the exploration and development of Reserved Oil and Gas. The existence of a reasonably economic and otherwise suitable drillsite on a portion of the Subject Property outside of the portion occupied by the building or improvement for the exploration and development of the Reserved Oil and Gas beneath such building or improvement, shall conclusively establish that the building or improvement is a Compensable Structure.

In addition, if Mineral Owner conducts operations on the Subject Property requiring substantial use of the surface for more than one year (including periods needed for repair of significant surface damage), Mineral Owner shall pay to Surface Owner a damage payment equal to the then bare land fair market value of that portion of the Subject Property so used by Mineral Owner, less any amount paid pursuant to clause (iii) of the preceding paragraph. Such damage payment shall entitle Mineral Owner to have the free use of such portion of the Subject Property until it is no longer necessary or convenient to Mineral Owner's exercise of its rights thereon.

Mineral Owner's operations shall not be postponed or delayed pending reasonable effort to agree upon, or have determined, the amount of any payment to be made pursuant to this paragraph 3.

The payments provided for herein shall be full compensation to Surface Owner for all damage to the improvements, growing crops and timber, and surface in respect of which the payment is made. Any obligation of Mineral Owner hereunder shall be limited to and measured by Surface Owner's interest in the ownership of the surface of the Subject Property and any improvements, growing crops, or timber thereon, and if Surface Owner owns a lesser interest in the surface and/or improvements, growing crops or timber thereon than the entire and undivided whole thereof, then any payments hereunder shall be paid to Surface Owner only in the proportion that Surface Owner's interest bears to the entire and undivided surface estate or to the ownership of said improvements, growing crops and timber.

If Surface Owner and Mineral Owner fail to agree upon the amount of any payment to be made pursuant to this paragraph 3, the amount shall be determined by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If at any relevant time the American Arbitration Association is not fulfilling its arbitration function substantially as on the date hereof, and Surface Owner and Mineral Owner are not themselves able to agree on the amount of any payment to be made, they shall each, within ten days after written notice given by either party, appoint an appraiser and within fifteen days after such appointment, the two appraisers so appointed shall agree upon and appoint a third appraiser. If a party fails to appoint an appraiser as required, or if the two appraisers fail to agree upon and appoint a third appraiser as required, such appointment shall be made, upon application by either party, by the judge of the federal district court in which the relevant portion of the Subject Property is situate, then senior in service. All appraisers designated pursuant to this provision must be of good reputation, be experienced in appraising real property and timber (whether merchantable or pre-merchantable), and be willing to conduct the appraisal as required herein. The three appraisers shall proceed diligently to determine the amount of the payment, assuming a cash sale not subject to any indebtedness. The appraisers shall complete their appraisal not later than 60 days following the designation of the third appraiser, and deliver the results thereof to Surface Owner and Mineral Owner. If the three appraisers cannot agree on the amount of the payment, the amount shall be the average of the two closest appraised values. Each party shall pay

the fees and expenses of its appraiser and they shall pay equal shares of the fees and expenses of the third appraiser.

4. Indemnification

Notwithstanding any other provision of this Deed, Surface Owner and Mineral Owner shall each, to the fullest extent permitted by applicable law, indemnify, defend and hold harmless the other, its officers, directors, employees, successors and assigns, of and from any and all claims, demands, costs, liabilities, causes of action and expenses, including court costs and attorneys' fees, for violations of and obligations or governmental or private claims under, environmental law which violations, obligations, or claims arise from or are connected with any operations by the indemnifying party on the Subject Property, including without limitation any act or omission of the indemnifying party, its agents or contractors, whether negligent or intentional.

Additional Provisions

The aforesaid conveyance is made subject to all liens, encumbrances, restrictions, defects and other matters affecting the Subject Property, whether or not of record.

Grantor reserves the benefit of and the right to enforce the covenants and warranties made by Grantor's predecessor in interest, if any, with respect to the Reserved Oil and Gas and the Reserved Minerals.

All provisions contained herein shall be binding on the successors and assigns of Grantor and Grantee, and the covenants and conditions hereof shall burden and run with the land.

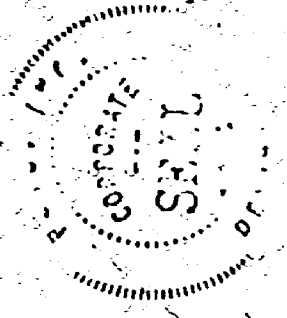
Executed on June 21, 1989, but effective as of June 8, 1989,

Attest:

PCTC, INC.

By Susanna N. Lyman
Susanna N. Lyman,
Secretary

By David D. Leland
David D. Leland,
President and Chief
Executive Officer



STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 21 day of June, 1989

WASHINGTON

Before me personally appeared David D. Leland and Susanna N. Lyman, to me known to be the President and Chief Executive Officer and Secretary, respectively, of PCTC, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the 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.

MONTANA

Before me, a Notary Public for the State of Washington, personally appeared David D. Leland and Susanna N. Lyman, known to me to be the President and Chief Executive Officer and Secretary, respectively, of PCTC, Inc., the corporation that executed the foregoing instrument and they acknowledged to me that such corporation executed the same.

IDAHO

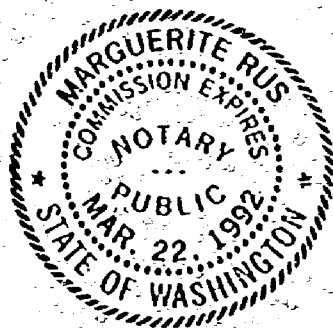
Before me, a Notary Public in and for the State of Washington, personally appeared David D. Leland and Susanna N. Lyman, known or identified to me to be the President and Chief Executive Officer and Secretary, respectively, of PCTC, Inc., the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Marguerite Rus
Notary Public in and for the
State of Washington

Residing at Seattle

My commission expires: 3/22/92



DOCUMENT NO. 36344
PLUM CREEK TIMBER CO. INC.

PAGE NO. 1

EXHIBIT A
SKAMANIA COUNTY WA

SECTION	TWP	RGE	DESCRIPTION	ACRES
31	6 N	5 E	ALL FRL.	643.44
02	6 N	5 E	ALL FRL.	643.36
03	6 N	5 E	ALL FRL.	643.44
11	6 N	5 E	ALL	646.26
12	6 N	5 E	ALL	640.33
13	6 N	5 E	N1/2	326.06
24	7 N	5 E	N1/2, SW1/4	436.33
29	7 N	5 E		83.63
LOT 6 AND 9, LESS 10.92 ACRES SOLD IN WARRANTY DEEDS RECORDED 6-17-58, BOOK 45, P 77, A.F. 153967 AND 10-3-60, BOOK 42, P 495, A.F. 157618 IN SKAMANIA COUNTY BOOK OF DEEDS.				
31	7 N	5 E	LOT 2	28.00
01	6 N	6 E	ALL FRL.	641.35
02	6 N	6 E	ALL FRL.	642.28
03	6 N	6 E	ALL FRL.	641.68
04	6 N	6 E	LOT 1,2,3, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, S1/2SW1/4SW1/4, SE1/4	500.72
05	6 N	6 E	S1/2SE1/4SE1/4, LOT 3,4, S1/2NW1/4, W1/2SW1/4	260.57
06	6 N	6 E	LOTS 1,2,3,6,7,8,10,12, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4	610.97
07	6 N	6 E	ALL FRL.	627.60
08	6 N	6 E	NE1/4NE1/4, S1/2NE1/4, NW1/4NW1/4, S1/2NW1/4, S1/2	560.03
09	6 N	6 E	ALL	640.01
10	6 N	6 E	ALL	643.03
11	6 N	6 E	ALL	646.00
12	6 N	6 E	N1/2, N1/2S1/2	486.33

DOCUMENT NO. 36344
PLUM CREEK TIMBER CO. INC.

PAGE NO. 2

EXHIBIT A

SKAMANIA COUNTY WA

SECTION	TWP	RGE	DESCRIPTION	ACRES
03	7 N	6 E	ALL FRL.	681.84
04	7 N	6 E	ALL FRL.	689.88
05	7 N	6 E	ALL FRL.	681.41
06	7 N	6 E	ALL FRL.	670.34
07	7 N	6 E	ALL FRL.	629.28
09	7 N	6 E	ALL	640.03
10	7 N	6 E	ALL	646.61
11	7 N	6 E	W1/2	320.09
14	7 N	6 E	N1/2NE1/4	80.00
15	7 N	6 E	ALL	640.03
16	7 N	6 E	ALL	646.09
17	7 N	6 E	ALL	640.03
18	7 N	6 E	LOTS 1-4, E1/2W1/2, N1/2NE1/4, SW1/4SE1/4, SW1/4NE1/4	469.20
19	7 N	6 E	ALL FRL.	629.96
20	7 N	6 E	ALL	640.03
21	7 N	6 E	ALL	640.03
22	7 N	6 E	ALL	640.00
23	7 N	6 E	LOTS 1,2, W1/2,W1/2SE1/4	433.00
27	7 N	6 E	ALL, LESS 6.69 ACRES SOLD IN E1/2 SE1/4 EVIDENCED BY 0.55AC. CONVEYED BY WARRANTY DEED 9-17-85, A.F.#99965, AND BY 6.14 ACRES CONVEYED BY WARRANTY DEED 2-17-88, A.F.#115699 IN THE BOOK OF DEEDS, SKAMANIA COUNTY.	633.31
28	7 N	6 E	ALL, LESS 21.85 AC LYING WITHIN SWIFT RESERVOIR	618.15
29	7 N	6 E	ALL, LESS THAT PORTION OF SW1/4 NW1/4 S1/2 LYING BELOW 1000	367.76

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DOCUMENT NO. 36344
PLUM CREEK TIMBER CO. INC.

PAGE NO. 3

EXHIBIT A

SKAMANIA COUNTY WA

SECTION	TWP	RGE	DESCRIPTION	ACRES
29	7 N	6 E	FT. CONTOUR SOLD BY DEED, RECORDED 5-2-59, A.F. #55342, BOOK OF DEEDS, SKAMANIA COUNTY.	
31	7 N	6 E	LOTS, 7, 8 LESS 59.77 ACRES SOLD BY WARRANTY DEED, RECORDED 5-20-59, BOOK 46, P 115, A.F. #55342, BOOK OF DEEDS, SKAMANIA COUNTY.	59.83
33	7 N	6 E	ALL FRACTIONAL, LESS 404.70 ACRES SOLD BY WARRANTY DEED AND CONVEYED BY WARRANTY DEED RECORDED 5-20-59, VOL. 46, P 115, A.F. #55342, BOOK OF DEEDS, SKAMANIA COUNTY.	176.56
35	7 N	6 E	THAT PART OF FRL SECTION LYING SOUTHEASTERLY OF THE SWIFT CREEK RESERVOIR AND BEING ABOVE THE 1,000 FOOT CONTOUR.	449.55