

TICOR TITLE INSURANCE COMPANY
1000 WESTERN AVE., 3200, SEATTLE, WA 98104

0569h 86108

SK-14058

D E E D

CROWN ZELLERBACH CORPORATION, a Nevada corporation, Grantor, in consideration of \$10.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby conveys, transfers and delivers to CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation, Grantee, subject to the exceptions, encumbrances, conditions, restrictions, reservations and disclaimers set forth herein, all right, title and interest of Grantor, including after-acquired title, in and to the following described real property:

All that real property in SKAMANIA County, Washington, described in Exhibit A attached hereto and by this reference made a part hereof, (the "real property").

EXCEPTING AND RESERVING unto Grantor, its successors and assigns, all right, title and interest as described and listed in Exhibit B attached hereto and by this reference made a part hereof.

Grantor further assigns to Grantee, without recourse, to the extent assignable, any and all warranties of title by others heretofore given or made with respect to the real property, it being intended that Grantee be fully substituted and subrogated in and to all such warranties.

The real property is herein conveyed by Grantor and accepted by Grantee, without warranty or recourse of any kind, express or implied, and subject to the following exceptions, encumbrances, conditions, restrictions and reservations:

- i) all presently existing easements, rights-of-way, flowage rights, restrictions, servitudes, leases, licenses, permits, and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record presently existing or affecting any of said real property;
- ii) all presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said real property, including, but not limited to, boundary line disputes, encroachments and adverse claims;
- iii) all valid and existing cutting and other rights set forth in timber deeds, leases and contracts affecting the real property heretofore entered into between Grantor and other parties;
- iv) all liens for current ad valorem taxes and assessments;
- v) all other recorded and unrecorded liens, claims, charges, defects and irregularities affecting the real property.

MOREOVER, Grantor conveys and quitclaims to Grantee, all interest, including after-acquired interest, in the following described real estate:

All right, title and interest in and to that real property in SKAMANIA County, Washington, described in Exhibit C attached hereto and by this reference made a part hereof **10740**

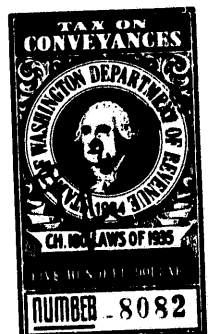
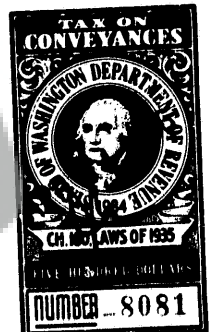
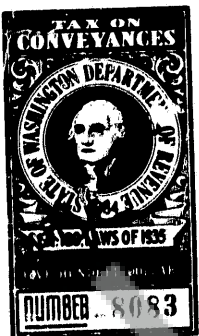
REAL ESTATE EXCISE TAX

MAY 2 1986

PAID 10836.94
Sandra Young
SKAMANIA COUNTY TREASURER *DLK*

Registered 5
Indexed, 5
Indirect 5
Filmed
Mailed

DEED - 1



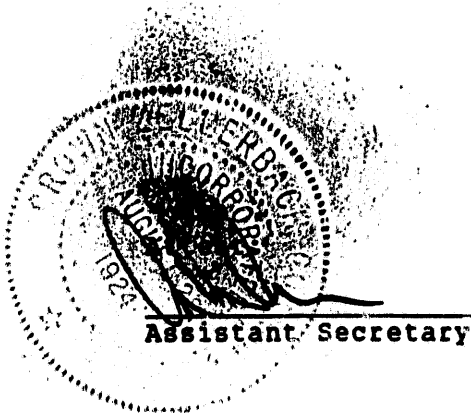
Transaction in compliance with County sub-division ordinances, Skamania County Assessor - By: *R* 2-5-25-26, 9/03

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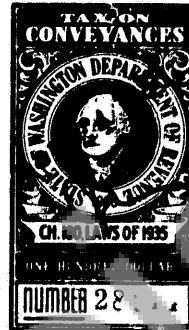
Dated this 23rd day of APRIL, 1986.

CROWN ZELLERBACH CORPORATION

E. H. Grubb
E. H. Grubb, Senior Vice President



Assistant Secretary



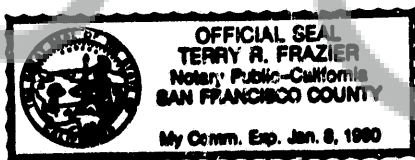
STATE OF CALIFORNIA)

) ss.

City and County of San Francisco)

On this 23rd day of April, 1986, before me appeared E. H. Grubb and J. K. Cadagan both to me personally known, who being duly sworn, did say that he the said E. H. Grubb is the Senior Vice President and he, the said J. K. Cadagan is the Assistant Secretary of CROWN ZELLERBACH CORPORATION, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said E. H. Grubb and J. K. Cadagan acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year in this my certificate, first written.



Terry R. Frazier
Notary Public in and for the
City and County of San Francisco,
State of California.

Until a change is requested all
tax statements shall be sent to
the following address:

CAVENHAM FOREST INDUSTRIES INC.
LAND & TAX DEPARTMENT
1500 S.W. FIRST AVENUE
PORTLAND, OREGON 97201

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA COUNTY
TITLE CO.
MAY 2 3 33 PM '86
A. News, Dep
AUDITOR
GARY M. OLSON

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EXHIBIT A

SKAMANIA COUNTY, WASHINGTON

TRACT: 02N05E

- Section 24: An Easement as conveyed to CROWN ZELLERBACH CORPORATION, from the STATE OF WASHINGTON, in instrument Dated July 29th, 1970.
- Section 25: SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NEX, portion of SW $\frac{1}{4}$ NEX; TOGETHER WITH an easement as described in instrument recorded June 23, 1955, Book 39, Page 505; and TOGETHER WITH an easement as described in instrument recorded November 15, 1972 in Volume 64, Page 711.
- Section 26: NEXSW $\frac{1}{4}$, that portion of the SE $\frac{1}{4}$ as described in instrument recorded September 1, 1954 in Book 38, Page 365.
- TOGETHER WITH an easement over and across portions of Sections 3, 4, 16 and 21 as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File NO. 75490.

All being in Township 2 North, Range 5 East, W.M.

TRACT: 03N05E

- Section 22: SE $\frac{1}{4}$.
- Section 23: SW $\frac{1}{4}$.
- Section 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 27: All.
- Section 28: E $\frac{1}{2}$ E $\frac{1}{2}$.
- Section 34: N $\frac{1}{2}$ NEX; TOGETHER WITH an easement over and across portions of Sections 26, 33 and 34 as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File No. 75490.

All being in Township 3 North, Range 5 East, W.M.

TRACT: 02N06E

- Section 2: All.
- Section 3: GL 1, 2, 3 S $\frac{1}{2}$ NEX, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.
- Section 4: GL 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$; EXCEPT a portion of the SE $\frac{1}{4}$ containing .92 acres, more or less conveyed to the PACIFIC TELEPHONE AND TELEGRAPH COMPANY, from CROWN ZELLERBACH CORPORATION in instrument dated November 19, 1954; and EXCEPT 0.082 acres more or less conveyed to OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY by deed dated August 5, 1963; and EXCEPT 2.07 acres more or less conveyed to the STATE OF WASHINGTON by Quitclaim deed dated October 1, 1976.
- Section 9: NW $\frac{1}{4}$.

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- Section 10: All.
- Section 11: NX, SWX, WYSEX.
- Section 14: NWXNEX, NWX, WXSX.
- Section 15: EX, NXSWX, SEXSWX.
- Section 19: SEX, SXNEX, SEXNW, GL 2.
- Section 23: NEXNW, TOGETHER WITH an Easement across the WYNW as described in instrument recorded April 28, 1952 in Book 35, Page 148.
- Section 26: Those portions of the EXSW, SWXNW, WYSEX and NWXSW as described in instrument recorded June 25, 1957 in Book 43, Page 401.
- Section 27: NXNEX, SEXNEX, Together with an Easement over and across portions of Sections 5, 7, 8, 9 and 15 as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File No. 75490.

All being in Township 2 North, Range 6 East, W.M.

TRACT: 03N06E

- Section 26: SWX.
- Section 28: EX, SWX.
- Section 32: EXNEX, SWXNEX, EXSW, SWXSW, SEX.
- Section 34: EX, SWX.
- Section 35: WYEX, WY, TOGETHER WITH an easement over and across portions of Sections 28, 32 and 33 as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File No. 75490.

All being in Township 3 North, Range 6 East, W.M.

TRACT: 02N07E

- Section 3: GL 4; TOGETHER WITH an easement as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded December 16, 1976 in Book 72, Page 58.
- Section 9: SX.
- Section 16: WYNEX, NXSEX, SXNW, GL 1, and those portions of GL 8 and 9 as described in instrument recorded August 5, 1981 in Book 80, Page 109.

All being in Township 2 North, Range 7 East, W.M.

TRACT: 03N07E

- Section 11: SEX; TOGETHER WITH an easement as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File No. 75490.

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Section 12: S½, GL 2, 3 and 4.

Section 13: W½.

Section 14: N½, SE½, NW½SW½.

Section 22: SE½NE½.

Section 23: W½W½, SE½NW½, NE½SW½; TOGETHER WITH an easement as described in instrument recorded October 21, 1975 in Book 69, Page 898.

Section 24: E½NW½.

All being in Township 3 North, Range 7 East, W.M.

TRACT: 04N07E

Section 26: That portion of S½SE½; TOGETHER WITH an easement as described in instrument recorded February 19, 1975 in Book 68, Page 388.

Section 35: N½SE½; that portion of NE½; TOGETHER WITH an easement appurtenant thereto as described in instrument recorded February 19, 1975 in Book 68, Page 388; EXCEPT those portions thereof quit claimed to GLEN RICHIE and to RICHARD G. MISNER et ux, from CROWN ZELLERBACH CORPORATION by instruments executed May 17, 1985 and May 29, 1985 respectively.

All being in Township 4 North, Range 7 East, W.M.

TRACT: 03N07½E

Section 24: SE½, GL 5, 6, 7, 8, 9, and that portion of GL 10 lying Northerly of WOLF CREEK.

Section 25: N½NE½, those portions of S½NE½ and NW½SE½ as described in instrument recorded June 21, 1966 in Book 56, Page 72; EXCEPT that portion of the E½NW½SE½ conveyed from CROWN ZELLERBACH CORPORATION to SKAMANIA COUNTY in instrument dated May 7, 1976.

All being in Township 3 North, Range 7½ East, W.M.

TRACT: 03N08E

Section 8: The NE½SW½ and that portion of SE½NW½ which lies on the Southeasterly side of the center of BEAR CREEK.

Section 14: N½.

Section 15: S½N½, S½.

Section 16: SW½SW½; TOGETHER WITH an easement as conveyed to CROWN ZELLERBACH CORPORATION in instrument recorded November 8, 1972 in Book 64, Page 677, Auditor's File No. 75490.

Section 17: That portion of E½SE½ as described in instrument recorded June 25, 1957 in Book 43, Page 401.

Section 21: N½NE½, that portion of NW½NW½ as described in instrument recorded June 25, 1957 in Book 43, Page 401.

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Section 22: NW, EXSEW, TOGETHER WITH an easement as described in instrument recorded May 24, 1978 in Book 74, Page 868; and easement recorded May 19, 1978 in Book 74, Page 828; and Agreement recorded in Book 6 at Page 768 of Skamania County Agreements and Leases on April 29, 1983.

All being in Township 3 North, Range 6 East, W.M.

All references to Book and Page are as recorded in Deed Records, Skamania County, State of Washington, unless otherwise indicated.

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EXHIBIT B

(Reserved Communications Sites)

RESERVING, however, unto the GRANTOR, the perpetual non-exclusive assignable easement and right to enter, improve, construct, use, operate and maintain communications facilities over and upon so much of the following described parcel of land as may be necessary and appropriate for said facility:

The NWSEK of Section 4, Township 2 North, Range 6 East,
W.M., Skamania County, Washington.

Together with the perpetual non-exclusive and assignable right to use all roads and easements appurtenant and otherwise for access, ingress, egress in common with the GRANTEE in a manner that does not unreasonably interfere with the use by GRANTEE.

The parties hereto and hereby agree that the rights hereinabove reserved by one party hereto from the other shall be subject to the following terms and conditions:

1. Any actual communications facility site shall be restricted to a size reasonably practicable for the purpose and the installation required. Prior to any new construction on said site, GRANTOR shall coordinate in writing with GRANTEE, providing such design, location and technical data as is available. GRANTEE shall review and respond to such advice as soon as possible and formally acknowledge the proposal.
2. GRANTOR herein shall reimburse GRANTEE for any merchantable or pre-merchantable growth on the site required to be removed or destroyed by GRANTOR as a result of locating such a facility upon the above described tract.
3. Each party using said roads or easements for commercial purposes shall pay a fair share of the costs of maintenance and repair in proportion to its use thereof.
4. It is understood that in the use of said easements and roads, the GRANTOR and GRANTEE will at all times be governed by and obey all laws and rules of lawful authority applicable to the operation of communications facilities.
5. The GRANTOR and GRANTEE herein agree to diligently cooperate and use all reasonable efforts and means to eliminate interference with each other's communications equipment and to enter into an operating agreement governing the communications facilities.
6. It is understood and agreed that any future use of the area hereinabove described, not otherwise mentioned in this reservation, by either party or by any third parties, must be approved by both of the parties hereto and must be of such a nature as to cause no interference with the present facilities of either party or the facilities existing at the time the future use is proposed.

SUBJECT TO the rights of others as previously granted by GRANTOR herein in leases, agreements, instruments of record and otherwise.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors, successors and assigns of the parties hereto.

EXHIBIT C

SKAMANIA COUNTY, WASHINGTON

TRACT: 02N06E

Section 4: That portion of the SE $\frac{1}{4}$ conveyed by CROWN ZELLERBACH CORPORATION to the STATE OF WASHINGTON in instrument dated October 1, 1976, containing 2.07 acres, more or less.

All being in Township 2 North, Range 6 East, W.M.

TRACT: 04N07E

Section 35: That portion conveyed by CROWN ZELLERBACH CORPORATION to RICHARD G. MISNER and MARILYN MISNER in instrument dated May 29, 1985, containing 0.679 acres, more or less.

All being in Township 4 North, Range 7 East, W.M.

All references to Book and Page are as recorded in Deed Records, Skamania County, State of Washington, unless otherwise indicated.