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RETURN TO: Tonkon Torp LLP  
888 SW 5<sup>th</sup> Avenue  
Suite 1600  
Portland, OR 97204  
Attention: Jon W. Nickel

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TILL

MAR 20 12 48 PM '01  
*Olson*  
AUDITOR  
GARY M. OLSON

*SEP 2357/*  
Document Title: Special Warranty Deed

Reference Number(s) of Documents assigned or released: N/A

Grantor(s): IP Pacific Timberlands, Inc.

Grantee(s): RTC Acquisition Company, LLC

Legal Descriptions (abbreviated):

NE 1/4 Sec 1 T10N R6E *page 4*

Assessor's Property Tax Parcel/Account Number:

Parcel No. 10-06-00-0-0-0100-00 *3-20-01*

REAL ESTATE EXCISE TAX  
21418

MAR 20 2001

PAID \$2560.00

*Wendy R. DePinto*  
SKAMANIA COUNTY TREASURER

Registered	
Recorded	
Indexed	
Filed	

374501

Cover Sheet - Special Warranty Deed [Skamania]

THIS SPACE PROVIDED FOR  
RECORDER'S USE:

When Recorded Return to:

Tonkon Torp LLP  
888 SW 5<sup>th</sup> Avenue  
Suite 1600  
Portland, OR 97204  
Attention: Jon W. Nickel

**SPECIAL WARRANTY DEED**

**THE GRANTOR, IP PACIFIC TIMBERLANDS, INC.**, a Delaware corporation, for and in consideration of Ten Dollars (\$10.00), in hand paid, grants, bargains, sells, conveys, confirms and specially warrants to **RTC ACQUISITION COMPANY, LLC**, a Delaware limited liability company, (the "Grantee") that certain real property (the "Premises") owned by Grantor and situated in the County of Skamania, State of Washington, and more particularly described on Exhibit A attached hereto and made a part hereof.

Said conveyance is made free of encumbrances created or suffered by the Grantor except for those matters set forth on Exhibit B and Exhibit C attached hereto and made a part hereof.

The Grantor for RTC Acquisition Company, LLC and for its successors-in-interest does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said grantor and otherwise, will forever warrant and defend the Premises.

Dated: March 16, 2001

**IP PACIFIC TIMBERLANDS, INC.**

Kathleen M. Williams  
Witness

Robert A. Kuntzman  
Witness

By: L. H. Ronnie, Jr.  
L. H. Ronnie, Jr., Its President

By: David S. Stein  
David S. Stein, Its Assistant Secretary



STATE OF NEW YORK §  
COUNTY OF NEW YORK §

On this 16<sup>th</sup> day of March, 2001 before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared L. H. Ronnie, Jr. and David S. Stein, to me known to be the President and Assistant Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the use and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

*Patti A. Olson*  
Notary Public for the State of New York  
residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

PATTI A. OLSON  
Notary Public, State of New York  
No. 473281  
Qualified in Dutchess County  
Certificate Filed in New York County  
Commission Expires August 31, 20 01

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Exhibit A to Special Warranty Deed

The Northeast Quarter of Section 1, Township 10 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington

Gary H. Martin, Skamania County Assessor

Date 3-20-01 Parcel # 10 06 00 0 0 0100 00  
HD



**Exhibit B to Special Warranty Deed**

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenance thereto, on, under or across the Premises;
- (b) All compensating taxes and assessments under RCW Chapters 84.33 and 84.34, if any, for any year and the current year's real property taxes, assessments, and other charges of any kind or nature imposed upon or levied against or on account of the Premises by any governmental authority, which taxes, assessments and other charges are not yet due and payable but are liens on the Premises;
- (c) Restrictions on Grantee's ability to build upon or use the Premises imposed by any current or future building or zoning ordinances or any other law or regulation (including environmental protections laws and regulations) of any governmental authority;
- (d) Any state of facts which an accurate survey or an inspection of the Premise would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (e) All previous reservations, exceptions and conveyances of record of the oil, gas, associated hydrocarbons, minerals and mineral substances and royalty and other minerals rights and interests, together with a reservation of minerals by Grantor as more particularly described on Exhibit C attached hereto and made a part hereof;
- (f) All claims of governmental authorities in and to any portions of the Premise lying in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters or any claims of riparian rights;
- (g) Except for matters referred to in paragraphs (a) through (f), above (i) all outstanding easements, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, contracts, agreements, log sale agreements, timber cutting contracts and other rights of third parties of record, or (ii) mineral leases, logging contracts, log sale agreements, timber contracts, planting agreements, forest practice applications, fee access permits, seedling agreements, leases, road use permits, tail hold permits, cutting line agreements and other agreements; *provided*, that such matters referred to in this paragraph (g) do not, individually or in the aggregate, (A) materially interfere with the use, management or disposition of any part of the Premises (other than an inconsequential part, taking into account the Premises as a whole), or (B) materially impair the value of any part of the Premises (other than an inconsequential part, taking into account the Premises as a whole) or the harvesting of timber thereon; and
- (h) Those matters set forth on Exhibit B-1 attached hereto and made a part hereof.

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**EXHIBIT B-1  
(SKAMANIA COUNTY)**

1. Rights of others entitled in and to the continued uninterrupted flow of UNNAMED CREEK, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.
2. Any adverse claims based upon the assertion that UNNAMED CREEK has moved.
3. Reservation of oil, gas and other minerals, ingress, egress, and surface rights in favor of Milwaukee Land Company, including the terms and provisions thereof set forth in Warranty Deed by Milwaukee Land Company to Lewis County Timber Company dated April 8, 1981, recorded April 15, 1981 in Book 79, Page 604. Said interest in oil, gas and other minerals, ingress, egress and surface rights were assigned to Boulder Creek Timber Company, Inc. by Quitclaim Deed made by Milwaukee Land Company dated April 8, 1981, recorded April 15, 1981 in Book 79, Page 607.
4. Reservation of ingress, egress, oil, gas, minerals, surface rights, terms and provisions as set forth in Quitclaim Deed by ITT Rayonier Incorporated to Rayonier Timberlands Operating Company, L.P., recorded December 17, 1985 in Book 85, Page 445.



**Exhibit C to Special Warranty Deed**

**Reservation of Minerals by Grantor**

There is hereby reserved to Grantor, its successors and assigns, and excepted from this conveyance, all the oil, gas associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, coalbed methane, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, ilmenite, rutile, leucosene, zircon, gold, silver, platinum, palladium, bauxite, granite, limestone, bedrock of any kind or character, kaolin and other clays, sand, gravel, construction aggregate and other mined or quarried stone or rock material, industrial minerals, geothermal energy, and all other substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals and substances expressly mentioned above, presently owned by Grantor in, on or under any part of the Premises. Grantor further reserves all executive rights and other rights necessary to sell and convey minerals and substances described herein, execute future leases and manage current leases presently owned or held by Grantor, its successors and assigns, pertaining to all said minerals and substances described herein, in or under any part of the Premises, together with full rights of ingress and egress and use of the surface and water to the extent reasonably necessary for exploring, drilling, mining, developing, producing, removing, transporting and owning all of said minerals (and substances described herein), and mineral or other rights herein reserved to the Grantor. Further, this reservation is subject to all outstanding oil, gas and other mineral and/or royalty rights and interests shown of record that affect the Premises.

However, this reservation of mineral rights shall not prohibit or restrict the Grantee, or its successors and assigns, from using existing or developing new quarries to extract sand, gravel, or rock for the purposes of reconstructing and maintaining existing roads and constructing new roads on the Premises.

In the event of operations to recover minerals and/or substances listed above, Grantor or Grantor's successors or assigns will restore the surface of any of the property damaged by such operations as required by applicable state and federal laws and regulations. Grantor's or Grantor's successors or assigns shall also give Grantee (and any successor surface owner who shall have previously furnished Grantor with its address for receipt of notices hereunder) at least ninety (90) days written notice prior to commencement of surface operations for minerals (and other commodities listed above), which notice shall indicate the nature of the operations, the locality thereof, the proposed commencement date, and the estimated duration. In the event Grantor or Grantor's successors or assigns should use any private roads of Grantee for ingress and egress in connection with commercial operations related to this reservation, such user will share in the maintenance of such roads in proportion to its use thereof as compared to the use and maintenance of all parties using such roads. Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable fair market compensation for any injury or damage to the surface of said land, to the crops, standing or felled timber, trees or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further,

that the exercise of such rights by Grantor or its successor or assigns shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Any controversy or claim arising out of or relating to this reservation, or the breach thereof, shall be settled by arbitration in accordance with the applicable Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be an attorney. All arbitration proceedings shall be held at Seattle, Washington, and all charges by the arbitrator shall be borne equally by the parties thereto.