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BOOK 208 PAGE 110

FILED FOR RECORD
SKAMANIA CO. WASH.
BY CLARK COUNTY TITLE

MAR 30 1 04 PM '01

GARY
AUDITOR
GARY H. OLSON

After recording return to:
 TRANSNATION TITLE INSURANCE COMPANY
 1200 Sixth Avenue, Suite 1910
 Seattle, WA 98101
 Attn: Teri Flaggard
 File No. 560-2.01-1873 (e) (slw)

REAL ESTATE EXCISE TAX

21443
 MAR 30 2001
 PAID 1758.12
 Gary H. Martin, Skamania County Assessor
 SKAMANIA COUNTY TREASURER
 SPECIAL WARRANTY DEED

Registered
 Indexed
 Filed
 Date
 Time

Grantor: PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership
 Grantee: POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP
 Legal Description (abbreviated): Sections 1, 2, 3, 11, 12 and 13, Township 6 North, Range 5 East, W.M.; Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Township 6 North, Range 6 East, W.M.; Section 24, Township 7 North, Range 5 East, W.M.; Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 27, 28, 29, 33 and 35, Township 7 North, Range 6 East, W.M., Skamania County, Washington
 Assessor's Tax Parcel ID #: 6-5-100; 6-6-200; 7-5-2600; 7-6-200; 7-6-300; 7-6-400; 7-6-500; 7-6-600; 7-6-800; 7-6-900; 7-6-1000; 7-6-1200; 7-6-1300; 7-6-1400; 7-6-1490; 7-6-1480; 7-6-1590; 7-6-1500; 7-6-1600; 7-6-1700; 7-6-1800; 7-6-2600; 7-6-2700; 7-6-2800; 7-6-4200; 7-6-3700; 7-6-700; 7-6-3000; 7-6-3100

Gary H. Martin, Skamania County Assessor

Date 3-30-01 Parcel # See above

KNOW ALL PERSONS BY THESE PRESENTS: That PLUM CREEK TIMBERLANDS, L.P. a Delaware limited partnership, successor by merger to Plum Creek Timber Company, L.P., a Delaware limited partnership, qualified to do business and to own property in the State of Washington with its principal place of business located in Seattle, Washington, GRANTOR, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby admitted, does hereby grant, bargain, sell, convey and confirm unto POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP, whose address is 19245 10th Avenue NE, Poulsbo, Washington 98370-0239, hereinafter referred to as GRANTEE, and to its successors and assigns, FOREVER, the real property situated in the County of Skamania, State of Washington, described on Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

SUBJECT TO only those encumbrances listed on the attached Exhibit "C";

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

RESERVING UNTO GRANTOR, its successors and assigns, subject to existing easements and valid rights, a permanent non-exclusive roadway access easement over, upon, along and across portions of the E1/2NW1/4, SW1/4 and S1/2SE1/4 of Section 1; portion of the SE1/4SE1/4 of Section 2; portions of the N1/2N1/2, SE1/4NE1/4 and N1/2NE1/4SE1/4 of Section 12, all in Township 6 North, Range 5 East, W.M.; a portion of the SW1/4NW1/4 and NW1/4SW1/4 of Section 5; portions of Lots 1, 2, 3, 6, 7, S1/2NE1/4, SE1/4NW1/4, NW1/4NE1/4SW1/4 and N1/2SE1/4 of Section 6 and Lots 1 and 2 of Section 7, all in Township 6 North, Range 6 East, W.M., the in the County of Skamania, State of Washington ("Servient Estate") described as follows:

A strip of land sixty (60) feet in width, with such additional widths as may be necessary for needed cuts and fills, being thirty (30) feet on each side of the centerline of the existing roads located approximately as shown on Exhibit B, attached hereto and made a part hereof (the "Easement Roads").

Grantor and Grantee hereby agree that the rights hereinabove reserved shall be subject to the following terms, provisions, and conditions applicable to Grantor and its successors and assigns:

1. Purpose. The easement reserved herein is for the sole purpose of providing roadway access over the Easement Roads for ingress to and egress from that certain property owned by Grantor and legally described as Lots 7 and 8, Less 50.77 acres sold by Warranty Deed, recorded 5/20/59, Book 46, Page 1215, Auditor's File No. 55342, of Section 31, Township 7 North Range 6 East, W.M., Skamania County, Washington (the "Dominant Estate") for the transportation of forest products and forest management, and for reconstructing, maintaining, and repairing the Easement Roads. The easement rights herein reserved are appurtenant to and run with the Dominant Estate, and the rights and obligations set forth in this reservation run with the land and are binding upon and inure to the benefit of Grantor, as owner of the Dominant Estate, and its successors and assigns, and Grantee, as owner of the Servient Estate, and its successors and assigns. The obligations set forth in this reservation do not bind any portion of the property conveyed by this Special Warranty Deed except for the Servient Estate. The easement reserved herein in no way impairs or limits Grantee's right at all times and for any purpose to use, go upon, cross and recross the Easement Roads, to relocate, reconstruct, repair, and maintain the Easement Roads, and to grant to third parties the right to use the Easement Roads, so long as Grantee does not unreasonably interfere with the rights herein reserved by Grantor.

2. Maintenance. The cost of road maintenance shall be allocated on the basis of respective uses of the Easement Roads. When any party uses the Easement Roads, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Easement Roads or a portion thereof are being used solely by one party, such party shall maintain that portion of such roads so used to the standards existing at the time use is commenced.

During periods when more than one party is using the Easement Roads, or a portion thereof, each party's share of maintenance shall be pro rata in proportion to its use thereof. The parties hereto

shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance of the Easement Roads or the portion thereof being used; and

(b) A method of payment by which each party using said roads or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining the Easement Roads or portion thereof.

For the purposes of this easement reservation, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

3. Road Damage. Each party using any portion of the Easement Roads shall repair or cause to be repaired at its sole cost and expense that damage to the Easement Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of such roads. Should inordinate damage to the Easement Roads occur which is not caused by an authorized user of such roads, the parties hereto shall meet to agree on the cost of repair or replacement, and the shares of repair or replacement cost to be borne by each user of the Easement Roads; if the parties are unable to so agree within sixty (60) days of being notified of the damage, the cost of such repair or replacement shall be equitably allocated between them based on their proportionate usage of the Easement Roads, or affected portion thereof, during the last two (2) years.

4. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to the Easement Roads in advance of such improvements being made, said improvements shall be solely for the account of the improver.

5. Exercise of Rights. Grantor may permit its contractors, licensees, lessees, purchasers of timber and other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights reserved to it herein.

6. Insurance. Grantor or Grantor's Permittees, before using the Easement Roads for commercial purposes or engaging in any maintenance, repair or reconstruction work thereon, shall obtain and, during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to Grantee. Coverage requirements shall be as follows:

(a) A policy of Commercial General Liability Insurance to include limits of \$1,000,000 combined single limit Bodily Injury and Property Damage each occurrence. Extensions of coverage to include Contractual Liability, Broad Form Property Damage, Completed Operations, Cross Liability and Pollution arising out of heat, smoke or fumes from a Hostile Fire. Additionally, the policy shall not exclude X, C or U (Explosion, Collapse or Underground.)

(b) Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired or non-owned vehicles.

(c) Contractors (or Loggers) Broad Form B Property Damage Liability Insurance with a limit of \$2,000,000 per occurrence.

(d) The policies specified in (a), (b) and (c) above shall include an endorsement which shall name Grantee as additional insured on a primary basis for the duration of the Grantor's or Grantor's Permittee's use of or repair, maintenance or reconstruction activities with respect to the Easement Roads. The additional insured endorsement must be ISO CG20 10 11 85 (or other form with like wording) or Grantor or Grantor's Permittee must maintain completed operations coverage with additional insured extension for a period of two (2) years after completion and acceptance of the work performed.

(e) The policies specified in (a), (b), and (c) above shall include an endorsement which shall provide that Grantee shall be provided with written notice at least 30 days prior to cancellation or material change in the policy.

(f) All liability coverages must be on an "occurrence" basis as opposed to "claims made." Grantee may require that the minimum insurance coverages set forth above be increased so long as such increased amount is commercially reasonable and generally consistent with industry standards.

Prior to commencement of commercial operations or engaging in any maintenance, repair or reconstruction work on the Easement Roads, Grantor or its contractor or Permittee shall furnish to Grantee a certificate of insurance, dated and signed by the stated, authorized agent for the insuring company or companies, containing a representation that coverage of the types listed above is provided with the required limits and the stated endorsements and notice of cancellation or material change provisions.

7. Compliance. Grantor agrees to comply with the requirements of the Washington Department of Natural Resources and all other applicable laws, regulations, permits and restrictions, including, without limitation, forest road, fire and environmental regulations.

8. Grantee's Restrictions. At its reasonable discretion, Grantee may restrict use of the Easement Roads during periods of forest fire hazard or inclement weather conditions. Grantor shall not conduct any repair or reconstruction work on the Easement Roads without first obtaining Grantee's prior written consent, not to be unreasonably withheld, and all required permits and governmental approvals. Grantor shall comply with any traffic signs Grantee may post on the Easement Roads.

9. Disclaimer; Indemnification. Grantee makes no warranties or representations regarding the condition of the Easement Roads, and Grantor agrees that any use of the Easement Roads by

Grantor shall be at its sole risk. Grantee shall have no obligation to improve the Easement Roads nor to maintain or repair the Easement Roads, except to the extent expressly set forth herein. Grantor agrees to defend, indemnify and hold harmless Grantee and its agents and employees, from and against any damages, expenses and liabilities (including, without limitation, attorneys' fees expended in defending against such claims) attributable to bodily injury or death, or to damage to or destruction of property arising out of or occurring in connection with Grantor's breach of its obligations hereunder or the use of the Easement Roads by Grantor or Grantor's Permittees, agents, employees, invitees, permittees, or assigns.

10. Covenant of No Hazardous Materials. Grantor shall not dispose of or otherwise allow the release of any hazardous materials in, on or under the Easement Roads or Servient Estate. As used herein, the term "hazardous materials" includes any substance, waste or material regulated, defined or designated as hazardous, toxic or dangerous (or any similar term) by any federal, state or local statute, regulations and ordinances. Grantor shall comply and cause its Permittees to comply with all laws, regulations, ordinances, and orders of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, transportation, disposal, storage, control, removal or cleanup of hazardous materials in, on or under the Easement Roads or Servient Estate. Grantor shall immediately notify Grantee if Grantor becomes aware of the release of any hazardous materials on the Easement Roads or Servient Estate or becomes aware of any other environmental problem or unsafe condition affecting the Easement Roads. Grantor shall be responsible for all costs and expenses relating to the cleanup of hazardous materials from the Easement Roads or Servient Estate, for any release thereof arising from Grantor's use of the Easement Roads or otherwise caused by Grantor or its Permittees, agents, employees, invitees, permittees, or assigns.

Notwithstanding the foregoing, the incidental, minor, non-intentional release onto the Easement Roads or Servient Estate of insignificant, de minimis amounts of any hazardous materials, such as minor, incidental spillage of fuel or oil from the operation of trucks and equipment operating on the Easement Roads ("De Minimis Releases") shall not violate the provisions of this paragraph, so long as such releases do not individually or in the aggregate result in the violation of any law, ordinance, regulation or permit or result in any contamination that is required to be cleaned up pursuant to any applicable law or governmental clean-up requirements. Grantor shall promptly clean up and remove from the Easement Roads and Servient Estate any hazardous materials resulting from a De Minimis Release, at Grantor's sole cost, and in compliance with applicable law.

And the said GRANTOR, for itself and its successors, further hereby covenants that it will forever WARRANT and DEFEND all right, title, and interest in and to said premises, and the quiet and peaceable possession thereof, unto the said GRANTEE, its successors and assigns, against the acts and deeds of said GRANTOR, and all and every person and persons whomsoever lawfully claiming or to claim by, through or under GRANTOR.

IN WITNESS WHEREOF, said GRANTOR has caused its limited partnership name to be subscribed and its seal to be affixed, by its proper officers, thereunto duly authorized, on this 20th day of March, 2001.

PLUM CREEK TIMBERLANDS, L.P.

Attest:

By Plum Creek Timber I, L.L.C.,
General Partner

By *Sheri L. Ward*
Sheri L. Ward, Assistant
Secretary

By *Rick R. Holley*
Rick R. Holley, President
and Chief Executive Officer



On this 29th day of March, 2001, before me personally appeared Rick R. Holley and Sheri L. Ward, to me known to be the President and Chief Executive Officer and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., general partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

A circular notary seal for Paul A. Hill II, a Notary Public in the State of Washington. The seal features the text "PAUL A. HILL II" at the top, "NOTARY PUBLIC" in the center, and "STATE OF WASHINGTON" at the bottom. The commission expiration date "10-28-02" is also present.

Paul A. Hill Jr.
Notary Public in and for the
State of Washington
Residing at Paulsbo
My Commission Expires 10/29/02
Printed Name: Paul A. Hill Jr.

Exhibit A

PARCEL I

Sections 1, 2, 3, 11, 12 and the North half of Section 13, all lying within Township 6 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

PARCEL II

Sections 1, 2 and 3, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

Section 4, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 4, Government Lot 4, the Southwest quarter of the Northwest quarter, the Northwest quarter of the Southwest quarter, and the North half of the Southwest quarter of the Southwest quarter;

Government Lots 3 and 4, the South half of the Northwest quarter, the West half of the Southwest quarter, and the South half of the Southeast quarter of the Southeast quarter of Section 5, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

Government Lots 1, 2, 3, 6, 7, 8, 10 and 12, the South half of the Northeast quarter, the Southeast quarter of the Northwest quarter, the East half of the Southwest quarter and the Southeast quarter of Section 6, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

Section 7, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

Section 8, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 8, the Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter;

Sections 9, 10 and 11, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

and Section 12, Township 6 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 12, the South half of the South half thereof.

PARCEL III

Section 24, Township 7 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 24, the Southeast quarter thereof;

PARCEL IV

Sections 3, 4, 5, 6, 7, 9, 10, the West half of Section 11, the North half of the Northeast quarter of Section 14, and Sections 15, 16, and 17, all lying within Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

The Northeast quarter, the West half of the East half of the Northwest quarter of the Northwest quarter, the West half of the West half of the Northwest quarter, the Northwest quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter, the Southeast quarter of the Northeast quarter of the Southwest quarter of the Northwest quarter, the Southeast quarter of the Southwest quarter of the Northwest quarter, the South half of the North half of the Southeast quarter of the Northwest quarter, the South half of the Southeast quarter of the Northwest quarter and the South half of Section 8, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Government Lots 1, 2, 3 and 4, the East half of the West half, the North half of the Northeast quarter, the Southwest quarter of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to Marshall and Melba Moore, by deed recorded in Book 194, page 10.

Sections 19, 20, 21, 22, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

The West half, the West half of the Southeast quarter, and Government Lots 1 and 2 of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington;

Section 27, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 27, the following described tracts: That portion conveyed to Swift Creek Estates by deed recorded under Auditor's File No. 99965, Book 85, page 66, described as follows:

BEGINNING at the Southeast corner of said Section 27; thence North $0^{\circ}04'20''$ East 60.96 feet, more or less, along the Easterly line of said Section 27 to the Southerly right of way boundary of the Lewis River Road, commonly called the N-90 Road; thence South $86^{\circ}17'00''$ West 569.87 feet, more or less, along said Southerly right of way boundary; thence South $3^{\circ}43'00''$ East 25 feet, more or less, to a point on the Southerly line of said Section 27; thence South $89^{\circ}48'15''$ East 566 feet, more or less, along said Southerly line to the Point of Beginning.

ALSO EXCEPTING that portion of the East half of the Southeast quarter of said Section 27, being that certain Short Plat as recorded in Skamania County on November 3, 1987, in Book 3 of Short Plats, page 125, recorded under Auditor's File No. 104203;

Section 28, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPTING from said Section 28 the following described tracts:

BEGINNING at a point on the West line of said Section 28 which is South $0^{\circ}16'55''$ East a distance of 1,674.98 feet from the West quarter section corner thereof and running thence South $25^{\circ}37'$ East 498.22 feet; thence South $47^{\circ}34'30''$ East 595.58 feet; thence North

59°33'30" East 240.47 feet; thence South 40°26' East 296.84 feet; thence South 89°49'45" West 1,050.02 feet to the Southwest corner of said Section 28; and thence North 0°16'55" West 958.19 feet to the Point of Beginning.

ALSO EXCEPTING, BEGINNING at a point on the South line of said Section 28 which is North 89°49'45" East 2,006.72 feet from the Southwest corner thereof; and running thence North 78°19'30" East 237.50 feet; thence North 33°28' East 235.01 feet; thence North 63°23' East 464.47 feet; thence North 21°05'30" East 360.93 feet; thence North 17°30'30" East 212.97 feet; thence North 57°42' East 110.31 feet; thence South 16°09'30" East 375.99 feet; thence South 10°31'30" East 336.26 feet; thence South 31°11' West 416.74 feet to a point on the South line of said Section 28, which is South 89°52'30" West 2,259.98 feet from the Southeast corner thereof; thence South 89°52'30" West 380.01 feet to the South quarter corner of said Section 28; and thence South 89°49'45" West 634.99 feet to the Point of Beginning.

Section 29, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File No. 55342, Book 46, page 115, described as lying South and West and below the 1,000 foot.

Section 33, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File No. 55342, Book 46, page 115, described as those portions lying below the 1,000 foot.

Section 35, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File No. 55342, Book 46, page 115, and described as that portion lying North and West and below the 1,000 foot.

ALSO EXCEPT that portion conveyed to Swift Creek Estates by deed recorded under Auditor's File No. 99965, Book 85, Page 66.

Dominant Estate

Sec. 31, T7N, R6E: Lots 7&8, Less 50.77
acres Sold by Warranty Deed, recorded
5/20/59, BK 46, PG. 1215, AF#55342

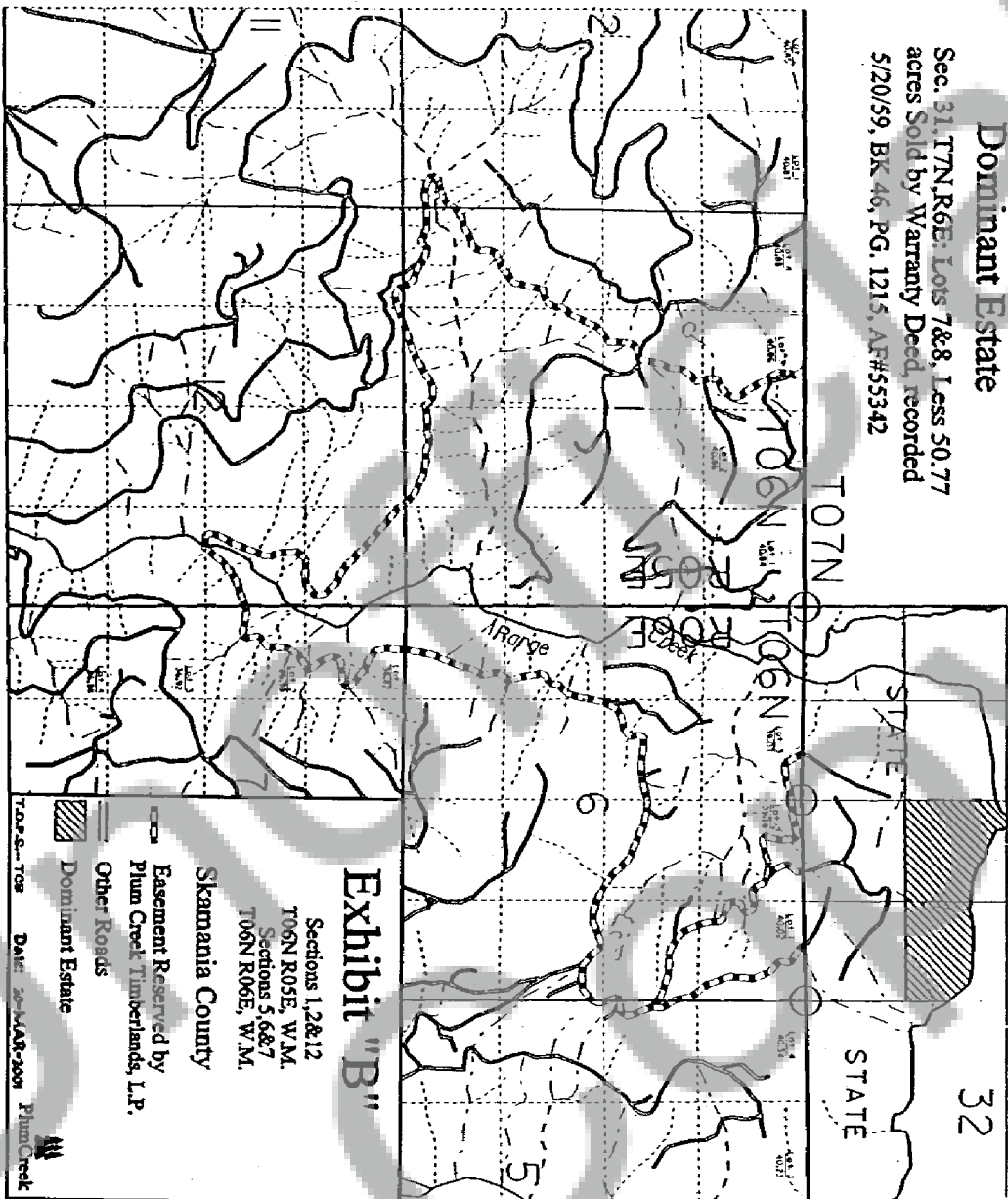


EXHIBIT C

EASEMENT, and the terms and conditions thereof,
For: Telephone lines,
Affecting: Parcel IV, Sections 20, 28 and 33,
Disclosed by: Book 34, page 165.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Pipeline,
Affecting: Parcel IV, Section 23,
Dated: December 8, 1954
Recorded: December 23, 1954
Recording No.: Book 39, page 111.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Section 3,
Dated: Not disclosed
Recorded: June 10, 1955
Recording No.: Book 39, page 435.

EASEMENT, and the terms and conditions thereof:
Granted to: Pacific Power & Light,
For: Roadway,
Affecting: Parcel IV, Sections 27, 29 and 33,
Dated: Not disclosed
Recorded: March 7, 1958
Recording No.: Book 44, page 397.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Trails and telephone lines,
Affecting: Parcel IV, Section 35,
Dated: March 31, 1958
Recorded: May, 1958
Recording No.: Book 46, page 130.

EASEMENT, and the terms and conditions thereof:
Granted to: Pacific Power & Light,
For: Flowage and ingress and egress,
Affecting: Parcel IV, Sections 27, 29, 33 and 35,
Dated: Not disclosed
Recorded: December 14, 1959
Recording No.: Book 46, page 462.

EASEMENT, and the terms and conditions thereof,
For: Roadway,
Affecting: Parcel III, Section 24,
Disclosed by: Instrument recorded under Book 47, page 265.

EASEMENT, and the terms and conditions thereof.
Granted to: Pacific Power & Light,
For: Roadway,
Affecting: Parcel IV, Section 28,
Dated: August 17, 1960
Recorded: August 19, 1960
Recording No.: Book 47, page 406.

EASEMENT, and the terms and conditions thereof.
Granted to: St. Regis Paper Company,
For: Roadway,
Affecting: Parcel IV, Sections 14 and 23,
Dated: October 18, 1960
Recorded: November 7, 1960
Recording No.: Book 48, page 62.

EASEMENT, and the terms and conditions thereof.
Granted to: United States of America, acting by and through the Forest Service, Department of
Agriculture,
For: Conveyance of road easement,
Affecting: Parcel IV, Section 23,
Dated: October 18, 1960
Recorded: November 18, 1960
Recording No.: Book 48, page 172.

EASEMENT, and the terms and conditions thereof.
Granted to: Gifford Pinchot National Forest,
For: Roadway,
Affecting: Parcel IV, Section 18,
Dated: February 7, 1961
Recorded: June 15, 1961
Recording No.: Book 48, page 502.

EASEMENT, and the terms and conditions thereof.
Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Section 9,
Dated: December 8, 1961
Recorded: January 15, 1962
Recording No.: Book 49, page 348.

EASEMENT, and the terms and conditions thereof.
Granted to: United States of America,
For: Right-of-way for road,
Affecting: Parcel IV, Section 23,
Dated: June 11, 1963
Recording No.: Book 51, page 370.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Sections 5, 15 and 19,
Dated: July 15, 1963
Recorded: Not disclosed
Recording No.: Book 52, page 203.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Sections 3, 5, 9, 11, 14, 15, 16, 23 and 27,
Dated: July 15, 1963
Recorded: Not disclosed
Recording No.: Book 52, page 211.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Sections 6, 8, 10, 11 and 14,
Dated: July 15, 1963
Recorded: Not disclosed
Recording No.: Book 52, page 441.

EASEMENT, and the terms and conditions thereof:
Granted to: St. Regis Paper Company,
For: Roadway,
Affecting: Parcel IV, Section 4,
Dated: Not disclosed
Recorded: August, 1965
Recording No.: Book 54, page 415.

RESERVATIONS, and the terms and conditions thereof:
Contained in deed from: St. Regis Paper Company,
Recorded: August, 1965
Recording No.: Book 54, page 415.
Affects: Parcel IV, Section 4

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Section 5,
Dated: January 3, 1967
Recorded: Not disclosed
Recording No.: Book 57, page 35.

EASEMENT, and the terms and conditions thereof:
Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Section 8,
Dated: April 16, 1967
Recorded: July 22, 1967
Recording No.: Book 57, page 361.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Section 9,
Dated: September 3, 1968
Recorded: October 15, 1968
Recording No.: Book 59, page 426.

EASEMENT, and the terms and conditions thereof:
Granted to: Department of Natural Resources,
For: Road,
Affecting: Parcel IV, Sections 23, 28, 29 and 33,
Recording No.: Book 61, page 593.

EASEMENT, and the terms and conditions thereof:
Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Sections 18, 19 and 20,
Dated: January 28, 1970
Recorded: Not disclosed
Recording No.: Book 61, page 666.

EASEMENT, and the terms and conditions thereof,
For: Roadway,
Affecting: Parcel I, Sections 2, 3 and 11 and Parcel IV Section 35,
Disclosed by: Instrument recorded under Book 65, page 481.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Road,
Affecting: Parcel IV, Sections 23 and 27,
Dated: September 3, 1976
Recording No.: Book 71, page 712.

EASEMENT, and the terms and conditions thereof:
Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Section 20,
Dated: December 7, 1976
Recorded: December 15, 1976
Recording No.: Book 72, page 49.

EASEMENT, and the terms and conditions thereof:

Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Section 22,
Dated: December 22, 1977
Recorded: February 3, 1978
Recording No.: Book 74, page 238.

EASEMENT, and the terms and conditions thereof:

Granted to: State of Washington,
For: Roadway,
Affecting: Parcel IV, Section 28,
Dated: May 26, 1978
Recorded: Not disclosed
Recording No.: Book 74, page 938.

RESERVATIONS, and the terms and conditions thereof:

Contained in deed from: State of Washington,
Recorded: May 22, 1980
Recording No.: Book 78, page 257.
Affects: Parcel IV, Sections 16, 20 and 28

EASEMENT, and the terms and conditions thereof,

For: Roadway,
Affecting: Parcel III, Section 24
Parcel IV, Sections 6, 8, 10, 18, 23 and 27,
Disclosed by: Instrument recorded under Book 80, page 972.

MATTERS SET FORTH BY SURVEY:

Recorded: October 4, 1991,
Book of Surveys: 3
Page of Surveys: 52, records of Clark County, Washington.
Affects: Parcel I, Section 3

EASEMENT, and the terms and conditions thereof:

Granted to: State of Washington,
For: Trail,
Affecting: Parcel I, Section 3,
Dated: March 3, 1983
Recorded: March 11, 1983
Recording No.: Book 82, page 27.

EASEMENT, and the terms and conditions thereof:

Granted to: Department of Natural Resources,
For: Roadway,
Affecting: Parcel IV, Sections 17 and 19,
Dated: March 3, 1983
Recorded: March 25, 1983
Recording No.: Book 82, page 80.

RESERVATIONS, and the terms and conditions thereof:
Contained in deed from: The United States of America,
Recorded: March 21, 1983
Recording No.: Book 82, page 67.
Affects: Parcel IV, Sections 4, 6, 10 and 22

ROAD MAINTENANCE AGREEMENT, and the terms and conditions thereof:
Between the adjoining property owners,
Dated: November 6, 1984
Recorded: November 7, 1984
Recording No.: Book 6, page 982
Affects: Parcel IV, Sections 23 and 35

EASEMENT, and the terms and conditions thereof:
Granted to: State of Washington,
For: Right of Way,
Affecting: Parcel I, Sections 2, 3 and 11,
Dated: June 24, 1985
Recorded: July 12, 1985
Recording No.: Book 84, page 743.

Said easement was modified by instrument recorded in Book 104, page 605.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Parking,
Affecting: Parcel IV, Section 23,
Recorded: July 12, 1985
Recording No.: Book 84, page 759.

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Roadway,
Affecting: Parcel IV, Section 23,
Dated: January 9, 1988
Recorded: January 20, 1988
Recording No.: Book 112, page 530.

EASEMENT, and the terms and conditions thereof:
Granted to: State of Washington,
For: Right-of-Way,
Affecting: Parcel I, Sections 1, 2, 11 and 12,
Parcel II, Sections 5, 6 and 7
Dated: January 31, 1989
Recorded: February 6, 1989
Recording No.: Book 112, page 900.

Said easement was modified by instrument recorded in Book 123, page 6.

AGREEMENT, and the terms and conditions thereof:
Regarding: Roadway repairs and replacement,
Between: PCTC, Inc.,
And: Meridian Minerals Company
Dated: May 2, 1991
Recorded: July 1, 1991
Recording No.: 111499, Book 123, page 915

COVENANTS, CONDITIONS, AND RESTRICTIONS imposed by instrument recorded under Book 144, page 325 and Book 128, page 38. Parcel IV, Sections 6 and 10

MATTERS SET FORTH BY SURVEY:
Dated: April 15, 1993
Recorded: August 12, 1993,
Book of Surveys: 3
Page of Surveys: 121, records of Skamania County, Washington.
Affects: Parcel III, Section 24

EASEMENT, and the terms and conditions thereof:
Granted to: Gerald R. Siebert and Royce A. Daugherty.
For: Road maintenance,
Affecting: Parcel IV, Sections 17 and 18,
Dated: August 16, 1994
Recorded: August 29, 1994
Recording No.: Book 145, page 548.

Unrecorded agreement between the U.S. Forest Service, Gifford Pinchot National Forest Service, and the Department of Natural Resources on the Swift Creek Agreement Area #9. Parcel IV, Sections 20 and 28

EASEMENT, and the terms and conditions thereof:
Granted to: International Paper Co.,
For: Roadway,
Affecting: Parcel IV, Section 20,
Dated: Not disclosed
Recorded: Not disclosed
Recording No.: Application #27427.
Disclosed by instrument recorded under Book 78, page 257

Certificate of Diversion of Water recorded in Book J, page 243. Parcel IV, Section 27

EASEMENT, and the terms and conditions thereof:
Granted to: United States of America,
For: Telegraph and telephone lines,
Affecting: Parcel IV, Sections 29, 33 and 35,
Dated: April 3, 1919
Recorded: May 29, 1919
Recording No.: Book R, page 138.

EASEMENT, and the terms and conditions thereof.
Granted to: Weyerhaeuser Company,
For: Roadway,
Affecting: Parcel III,
Dated: September 7, 1999
Recorded: September 29, 1999
Recording No.: Book 193, page 774.

EASEMENT, and the terms and conditions thereof,
For: Ingress, egress and utilities,
Affecting: Parcel IV, Sections 17 and 18,
Disclosed by: Instrument recorded under Book 195, page 548.

EASEMENT, and the terms and conditions thereof.
Granted to: Spirit Lake Relocation Association,
For: Roadway,
Affecting: Parcel IV, Section 8,
Dated: June 20, 2000
Recorded: July 28, 2000
Recording No.: Book 201, page 83.

EASEMENT, and the terms and conditions thereof,
For: Roads,
Affecting: Parcel IV, Section 8,
Disclosed by: Instrument recorded under Book 195, page 834.

EASEMENT, and the terms and conditions thereof,
For: Road,
Affecting: Parcel IV, Section 8,
Dated: February 26, 1964
Disclosed by: Application #W 05064 recorded under Book 52, page 411.

RESERVATIONS, and the terms and conditions thereof.
Contained in deed from: PCTC, Inc., a Delaware corporation (formerly known as Plum Creek
Timber Company, Inc., and BN Timberlands, Inc.),
Recorded: July 3, 1989
Recording No.: Book 114, page 702.

Said reservations were assigned to Meridian Oil, Inc., by deed recorded under Book 114, page 714.

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording
No. Book 176, page 487, 131410. Parcel IV Section 11

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording
No. Book 178, page 327. Parcel IV Sections 7, 17, 18 and 19

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording
No. Book 179, page 277. Parcel IV Sections 4 and 5

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording No. Book 184, page 33. Parcel IV Section 19 and Parcel III Section 24

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording No. Book 201, page 296. Parcel IV Sections 4, 5, 6 and 7

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording No. Book 201, page 298. Parcel IV Sections 8, 9 and 17

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording No. Book 201, page 300. Parcel IV Sections 17 and 19

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording No. Book 201, page 302. Parcel IV Section 18

COVENANT running with the land, and the terms and conditions thereof, recorded under Recording Nos. Book 171, page 495 and Book 204, page 114. Parcel IV Section 4

EASEMENT, and the terms and conditions thereof,
For: Roadway,
Affecting: Parcel III, Section 24,
Disclosed by: Instrument recorded under Recording No. Book 61, page 155.

Said easement was partially assigned by Book 205, page 564 and Book 205, page 939.

RIGHTS OF THE STATE OF WASHINGTON in and to that portion of said premises, if any, lying in the bed of Swift Reservoir, if it is navigable.
Parcel II, Sections 5 and 6; Parcel IV, Sections 28, 29, 33 and 35

ANY QUESTION that may arise due to the shifting and changing in the course of Swift Reservoir, referred to in the legal description.
Parcel II, Sections 5 and 6; Parcel IV, Sections 28, 29, 33 and 35