142506

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FILED FOR RECORD SKAPLAR COUNTY TILE BY CLARK COUNTY TILE

Oct 3 4 45 [il '0]

AUDITOR O CARY M. OLSON

AFTER RECORDING RETURN TO: Transnation Title Insurance Company

1200 Sixth Avenue Seattle, WA 98101

REAL ESTATE EXCISE TAX

CCT - 3 2001

PAID <u>EXEMP</u>

SKAMANIA COUNTY TREASURER

QUITCLAIM DEED Skamania County

Grantor:

Washington State, acting by and through the Department of Natural

Resources

Grantee:

Plum Creek Timberlands, L.P.

Legal Desc: 23-7-6E:

: S¼ NE¼, NE¼ SE¼

Full legal pg 4

Tax Pcl Nos: 07-06-00-00-1101-00

Gary H. Martin, Skamania County Assessor

73405

Date 10-3-01 Parcel # 07 06 00 1/0/ 00

THE GRANTOR, STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, for and in consideration of the conveyance by PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, of real property of equal value as authorized and approved by Resolution No. 1019 adopted by the Board of Natural Resources, State of Washington, on July 3rd, 2001, hereby conveys and quitclaims to PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership whose address is 999 Third Avenue, Suite 2300, Seattle, Washington 98104, GRANTEE, all interest in the real property situated in Skamania County, Washington, and described in Exhibit 1, attached hereto, which by this reference is made a part hereof.

The lands described in Exhibit 1 are subject to that certain statutory reserved right as set forth in RCW 79.01.312 and to the following reservation:

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The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, 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 State 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 the Grantor may place on the property.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved under this reservation to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: Provided, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for purpose of prospecting for extracting oil, gas and other hydrocarbons, shall have a right to institute such legal proceedings in superior court of the county wherein the land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

This deed is executed and delivered pursuant to 79.08.200 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

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WHNESS the Seal of the State of Washington, affixed this 25 day of,

GOVERNOR

SECRETARYOFSTA

, 2001.

Assistant Attorney General

State Deed No. 26590

State Record of Deeds, Volume 13, Page 302.

DNR Exchange No. 505