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151684

CLARK COUNTY TITLE

JAN 12 4 52 PM '04

dmaker

JAN 12 4 52 PM '04

REAL ESTATE EXCISE TAX

Recording Requested By And
When Recorded Mail To:

Transnation Title Insurance Company
1200 6th Avenue, Suite 100
Seattle, Washington 98101
File No. 560-5.03-2070F

23566
JAN 12 2004

PAID 1265.75 + 247.80 = 1516.55
Vicki Chelland, Deputy
SKAMANIA COUNTY TREASURER

Grantor: PLUM CREEK TIMBERLANDS, L.P.

Grantee: GERALD and MARY SAUER and DAVID and BRENDA CREAGAN

Legal Description (abbreviated): Ptn. of Sec. 23, T7N, R6E, W.M., Skamania County,
Washington. *Full legal pg 5*

Assessor's Tax Parcel ID#: 07-06-00-00-1101-00.

90708

SPECIAL WARRANTY DEED

THE GRANTOR, PLUM CREEK TIMBERLANDS, L.P., a Delaware limited partnership, qualified to do business and doing business in the State of Washington with its principal place of business located at 999 Third Avenue, Ste. 2300, Seattle, Washington 98104, successor by merger to Plum Creek Timber Company, L.P. "Grantor," for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, grants, conveys and warrants to GERALD T. SAUER and MARY P. SAUER, husband and wife with an undivided fifty percent (50%) interest, and DAVID A. CREAGAN and BRENDA L. CREAGAN, husband and wife with an undivided fifty percent (50%) interest, as tenants in common, whose address is 19707 NE 105th Avenue, Battleground, Washington 98604, herein referred to as "Grantee," their heirs, representatives, successors and assigns, the following described real estate situated in the County of Skamania, State of Washington (the "Property"):

Township 7 North, Range 6 East, W.M.
Section 23: S1/2NE1/4SE1/4

The Property is conveyed subject to the right of the public for any public roads heretofore laid out or established and now existing over, along or across any portion of the real estate; and to all additional easements, reservations, restrictions, encumbrances and water rights, if any, of record; and further *

SUBJECT TO the following permitted exceptions:

- (i) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (ii) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the Property;
- (iii) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;
- (iv) title to that portion of the Property, if any, lying below the mean high water mark of abutting tidal waters;
- (v) all easements, rights-of-way, licenses and other such similar non-monetary encumbrances apparent or of record;
- (vi) all existing public and private roads and streets and all railroad and utility lines, pipelines, service lines and facilities;
- (vii) all encroachments, overlaps, boundary line disputes, shortages in area, persons in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property;
- (viii) prior reservations or conveyances of mineral rights or mineral leases of every kind and character that have been recorded in the records of King County, Washington; and
- (ix) any loss or claim due to lack of access to any portion of the Property; and

SUBJECT FURTHER TO that Road Right of Way OR 20533 (WA) and all appurtenances thereto and the right of the United States, its agents or employees, to maintain, operate, repair or improve the same so long as needed or used for or by the United States; and

SUBJECT FURTHER TO such rights for road purposes as Publishers Forest Products of Washington, or its successors in interest may have, pursuant to right of way OR 36358 (WA), act of October 21, 1976, 90 Stat. 2776, 43 U.S.C. 1761; and

SUBJECT FURTHER TO an Easement in favor of International Paper Company dated June 7, 1967, recorded June 18, 1967 in Book 57, Page 342, records of Skamania County, Washington; and

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SUBJECT FURTHER TO an Easement, and the terms and conditions thereof, as shown in document recorded in Book 250, Page 750, records of Skamania County, Washington; and

SUBJECT FURTHER TO an Easement in favor of Pope Resources, PacifiCorp and ANE Forests of Lewis River, Inc., dated September 10, 2003, recorded September 22, 2003 under Recording No. 150370, Book 250, Page 150, records of Skamania County, Washington.

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

And the said Grantor 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 the same.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its seal to be hereunto affixed this 10th day of December, 2004.³

PLUM CREEK TIMBERLANDS, L.P.
By Plum Creek Timber I, L.L.C.
Its general partner

Attest:

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

By: *Thomas M. Lindquist*
Thomas M. Lindquist,
Executive Vice President



ACKNOWLEDGMENT

STATE OF WASHINGTON)

COUNTY OF KING)ss
)

On this 10th day of December, 2004³, before me personally appeared Thomas M. Lindquist and Sheri L. Ward, to me known to be the Executive Vice President 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Paul A. Hill II
Notary Public in and for the
State of Washington
Residing at Hansville
My Commission Expires 10/29/06
Printed Name: Paul A. Hill II

Exhibit A

PARCEL I

The North half of the North half of the South half of the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL II

The South half of the North half of the South half of the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL III

The North half of the South half of the South half of the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL IV

The South half of the South half of the South half of the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL V

The North half of the Northeast quarter of the Southeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

PARCEL VI

The South half of the Northeast quarter of the Southeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

Gary H. Martin, Skamania County Assessor
Date 1/12/04 Parcel PTN: 7-6-1101
6.5