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Page 1 of 5
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Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON *JA*
AUDITOR
Fee: \$23.00

After Filing Return To:

Port Blakely Tree Farms (Limited Partnership)
8133 River Drive SE
Tumwater, WA 98501
Attention: Jann Hunt

REAL ESTATE EXCISE TAX
23889
APR 30 2004
PAID ~~0000~~ 2.00
Vickie Chellach
SKAMANIA COUNTY TREASURER

QUITCLAIM DEED TO MINERALS AND RIGHT OF FIRST REFUSAL
SR 26506 (Skamania County)

Grantor(s):	Rainier Mineral Company, LLC, a Delaware limited liability company
Grantee(s):	Port Blakely Tree Farms (Limited Partnership), a Washington limited partnership [or affiliate]
Abbreviated Legal Description:	NE 1/4, Section 1, Township 10 North, Range 6 East, W.M.
Additional legal description	See Exhibit A
Assessor's Property Tax Parcel Account Number(s):	10-06-00-0-0-0100-00 6.S.
Related Documents:	N/A

GRANTOR, RAINIER MINERAL COMPANY, LLC, a Delaware limited liability company, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, does hereby convey and quitclaim to PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership ("Grantee"), all of its right, title and interest in and to all of the following described minerals, mineral rights and mineral substances presently owned by Grantor in, on or under the real property ("Property") situated in the County of Skamania, State of Washington, more particularly described on Exhibit A attached hereto and made a part hereof: all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, lignite, coal seam gas, coalbed methane, sulphur, phosphate, iron ore, kaolin, sodium, salt, zircon, uranium, thorium, other fissionable minerals, molybdenum, vanadium, titanium and gold, silver, bauxite, limestone,

geothermal energy, industrial minerals and all other minerals, mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, including rock or crushed stone, sand, clay and gravel ("Minerals"), together with all executory rights and other rights of Grantor as necessary to sell, lease and convey the Minerals conveyed herein, together with full rights of ingress and egress and use of the surface and water reasonably necessary for the exploration and development of the Minerals (collectively "Mineral Rights"), subject, however, to all outstanding oil, gas and other mineral and/or royalty rights and interest of record affecting the Property.

Further, there is hereby reserved to Grantor, its successors and assigns, and excepted from this conveyance the following "Reservation":

An undivided three-eighths (equal to 37.5%) royalty interest in the rights and interests Grantor hereinabove conveys to Grantee in all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, lignite, coal seam gas, coalbed methane, sulphur, phosphate, iron ore, kaolin, sodium, salt, zircon, uranium, thorium, other fissionable minerals, molybdenum, vanadium, titanium and gold, silver, bauxite, limestone, geothermal energy, industrial minerals and all other minerals, mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, including rock or crushed stone, sand, clay and gravel, located in, on or under the Property. In the event Grantee, its successors or assigns, elects to develop and produce any mineral substances described in this Reservation, there is further reserved to Grantor, its successors and assigns, an undivided three-eighths (equal to 37.5%) portion of all proceeds of such development, exclusive of those reasonable and direct expenses incurred by Grantee, its successors or assigns, in said development and production. This Reservation does not include, and shall not prohibit or restrict Grantee or its successors and assigns from using, existing quarries or developing and using new quarries, free of charge and without any royalty or other payment to or consent of Grantor or its successors or assigns, to extract sand, gravel or rock for the purposes of reconstructing and maintaining existing roads and constructing new roads or for other forestry purposes on the lands of Grantee or its successors or assigns.

Grantor further irrevocably grants to Grantee a right of first refusal to purchase the rights and interests reserved in the Reservation as set forth on Exhibit B.

EXHIBIT A

**LEGAL DESCRIPTION OF LAND
ON WHICH MINERALS ARE LOCATED**

The Mineral Rights are located on that certain real property located in Skamania County, Washington and legally described as follows:

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 4/30/14 Parcel # 10-6-100
C.S.

APN: 10-06-00-0-0-0100-00

EXHIBIT B

RIGHT OF FIRST REFUSAL

Grantor hereby grants to Grantee a right of first refusal ("Right of First Refusal") to purchase the rights and interests reserved by Grantor in the Reservation (as defined in the deed of which this Exhibit C is a part) (the "Reserved Rights and Interests") as provided herein. Grantee, and its successors and assigns, shall have the right to acquire all of the Reserved Rights and Interests (or the applicable portion thereof) in the event Grantor, or its successors and assigns, makes or receives an acceptable bona fide offer to or from a third party to sell, transfer or convey all or a portion of the Reserved Rights and Interests, on the same material terms and conditions as are contained in such offer, which Right of First Refusal shall be available with respect to the applicable portion of the Reserved Rights and Interests for a period of thirty (30) days after Grantee, or its successors and assigns, receives written notice of such offer and a copy of the subject offer and agreement. If Grantee or its successors and assigns fails to give notice to Grantor or its successors and assigns within such 30-day period of its election to purchase the Reserved Rights and Interests (or applicable portion thereof) on the same material terms and conditions as such third party offer, and such transaction with the third party thereafter closes on the same material terms and conditions as were presented to Grantee or its successors and assigns, then this Right of First Refusal shall terminate as to the applicable portion of the Reserved Rights and Interests on the closing of such transaction, but shall continue with respect to the remainder of the Reserved Rights and Interests. If the transaction pursuant to such third party offer does not close on the same material terms and conditions as were presented to Grantee or its successors and assigns, then this Right of First Refusal shall automatically be reinstated as to the applicable portion of the Reserved Rights and Interests on the earlier of the termination of such third party agreement or the date originally specified for the closing thereunder notwithstanding the failure of Grantee or its successors and assigns to have given timely notice of election to exercise this Right of First Refusal with respect to such transaction. Grantee's rights under this Right of First Refusal shall be retained by Grantee and shall not run with the land unless (and only to the extent) Grantee expressly assign some or all of its rights under this Right of First Refusal to any successor or assign by a written recorded document. The term "material" as it relates to the terms and conditions of a third party offer shall include but is not limited to the purchaser price, payment terms, closing date, terms of conveyance, closing cost allocations, and contingencies.