

Doc # 2004155506
Page 1 of 6
Date: 12/07/2004 10:41A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

WHEN RECORDED, RETURN TO:

Traci L. Shallbetter
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

SCR 26923

SPECIAL WARRANTY DEED

Grantor: POPE RESOURCES, a Delaware limited partnership

Grantee: PINE CREEK BOULDER, LLC, a Washington limited liability company

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

A portion of Government Lot 1 (fractional Southeast quarter of the Southeast quarter) of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone)

Additional legal description is on page 4 of document

Assessor's Property Tax Parcel Account Number(s):

Portion of 07-06-00-0-0-1800-00 *pt of*
12-7-04

Reference Numbers of Documents Assigned or Released (if applicable):

REAL ESTATE EXCISE TAX

2449.3

DEC - 7 2004

PAID *640.4125 = 765.00*

Vicki Chellend, Deputy
SKAMANIA COUNTY TREASURER

SPECIAL WARRANTY DEED

The Grantor, POPE RESOURCES, a Delaware limited partnership, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration in hand paid, bargains, sells and conveys to PINE CREEK BOULDER, LLC, a Washington limited liability company, the Grantee, the real estate described on Exhibit A attached hereto and incorporated herein by reference, situated in the County of Skamania, State of Washington.

Grantor, for itself and for its successors in interest, does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under Grantor and not otherwise, Grantor will forever warrant and defend the said described real estate. Without limiting the foregoing, this conveyance is subject to the exceptions and encumbrances of record, including those on Exhibit B attached hereto and incorporated herein by reference.

Dated this 29th day of November, 2004.

Exhibit A - Legal Description
Exhibit B - Exceptions

GRANTOR:

POPE RESOURCES, a Delaware limited partnership by Pope MPG, Inc., a Delaware corporation, its General Partner

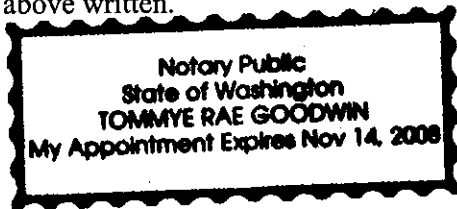
By David L. Nunes
Its President and CEO

STATE OF WASHINGTON)
COUNTY OF Kitsap) ss.

On this 29th day of November, 2004, before me, a Notary Public in and for the State of Washington, personally appeared David L. Nunes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President and CEO of Pope MPG, Inc., a Delaware corporation, the General Partner of POPE RESOURCES, to be the free and

voluntary act and deed of said corporation and partnership for the uses and purposes mentioned in the instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Tommye Rae Goodwin
NOTARY PUBLIC in and for the State of
Washington, residing at Sewbeck, WA
My commission expires Nov 14, 2008
Print Name Tommye Rae Goodwin

EXHIBIT A

A portion of Government Lot 1 (fractional Southeast quarter of the Southeast quarter) of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

BEGINNING at a concrete monument at the Quarter Corner between Sections 23 and 24; thence South $01^{\circ} 08' 28''$ West, along the East line of the Southeast quarter of Section 23, for a distance of 1325.53 feet to the Northeast corner of Government Lot 1 and the TRUE POINT OF BEGINNING; thence North $89^{\circ} 22' 16''$ West, along the North line of Government Lot 1 (and the South line of the Northeast quarter of the Southeast quarter of Section 23), for a distance of 1325.93 feet to the Northwest corner of Government Lot 1; thence South $01^{\circ} 14' 18''$ West, along the West line of Government Lot 1 (and the East line of the Southwest quarter of the Southeast quarter of Section 23), for a distance of 722.00 feet; thence South $89^{\circ} 22' 16''$ East, parallel with the North line of Government Lot 1, for a distance of 884.00 feet to the ordinary high water mark on the North Bank of the North Fork of the Lewis River; thence, following said ordinary high water mark, North $35^{\circ} 11' 20''$ East, 60.18 feet; thence North $45^{\circ} 00' 00''$ East, 60.00 feet; thence North $52^{\circ} 00' 00''$ East, 72.00 feet; thence North $50^{\circ} 20' 00''$ East, 80.00 feet; thence North $52^{\circ} 20' 00''$ East, 78.00 feet; thence North $68^{\circ} 40' 00''$ East, 58.00 feet; thence North $73^{\circ} 20' 00''$ East, 144.00 feet to the East line of the Southeast quarter of Section 23; thence North $01^{\circ} 08' 28''$ East, 420.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

7-6-1800
PT of
12-7-04
Shu

This commitment and the policy to be issued does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxes authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to lien, for services, labor, material or medical assistance theretofore or hereafter furnished, imposed by law and not shown by the public record.
7. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitude.

SPECIAL EXCEPTIONS:

1. Potential Taxes, Penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property. Notice of approval of such classified use, was given by the Skamania County Assessor, and is disclosed on the Tax Roll.

NOTE: BUYERS MUST CONTACT THE ASSESSOR'S OFFICE ABOUT THIS CLASSIFICATION AS THEY ARE REQUIRING A TIMBER MANAGEMENT PLAN AND IT MUST BE COMPLETE BEFORE CLOSING UNLESS CLASSIFICATION IS BEING PAID OFF AT CLOSING.

2. The Lien of Real Estate Excise Sales Tax upon any sale of said property, if unpaid. The state rate is 1.53%.
3. Rights of others thereto entitled in and to the continued uninterrupted flow of creeks and Swift Reservoir, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.
4. Any adverse claims based upon the assertion that creeks and Swift Reservoir has moved.
5. Right of the Public in and to that portion lying within Roads.
6. Easement in favor of United States of America, including the terms and provisions thereof, recorded February 5, 1952, Book 34, Page 165.
7. Easement to United States of America, including the terms and provisions thereof, recorded in Book 51, Page 370.
8. Easement to Department of Natural Resources, including the terms and provisions thereof, recorded April 1, 1970 in Book 61, Page 593.
9. Easement to United States of America, including the terms and provisions thereof, recorded October 8, 1976 in Book 71, Page 712.

CONTINUED

EXHIBIT B (2 of 2)

10. Easement to St. Regis, including the terms and provisions thereof, recorded November 7, 1960 in Book 48, Page 62.
11. Conveyance of Road and Easement, including the terms and provisions thereof, recorded November 18, 1960 in Book 48, page 172.
12. Easement for Right of Way, including the terms and provisions thereof, recorded in Book 52, Page 211.
13. Road Easement, including the terms and provisions thereof, recorded November 7, 1984 in Book 6, Page 952.
14. Easement to United States of America, including the terms and provisions thereof, recorded July 12, 1985 in Book 84, Page 759.
15. Relinquishment of Off-Highway Haul Right by Plum Creek Timber, including the terms and provisions thereof, recorded August 26, 1988 in Book 110, Page 632.
16. Easement of Untied States of America, including the terms and provisions thereof, recorded January 20, 1989 in Book 112, Page 530.
17. Reservations, including the terms and provisions thereof, to Plum Creek Timber, recorded July 3, 1989 in Book 114, Page 702.

Said Reservations were assigned to Meridian Oil Inc., recorded July 3, 1989 in Book 114, Page 714.
18. Agreement between PCTC Inc. and Meridian Mineral Company, including the terms and provisions thereof, recorded July 1, 1991 in Book 123, Page 915.
19. Easement Agreement between Pope Resources Limited Partnership, et al, including the terms and provisions thereof, recorded September 22, 2003 in Book 250, Page 750.
20. We will need a copy of the Partnership showing who can sign for this Partnership.

ABBREVIATED LEGAL: SE ¼ SEC 23 T7N R6E

NOTE: Taxes for Year 2004: \$559.71, Paid in Full
Parcel No. 07-06-00-0-0-1800-00 (Affects Additional Property)

NOTE: The State of Washington has changed the way documents are to be filled out. Before they can be recorded they must comply with the Document Standardization Bill. A Summary of this Bill is available upon request. Failure to comply with this Bill may result in the County Auditor refusing to record your document(s). Please note that each County may be different on the way they interpret this new Bill.