

AFTER RECORDING MAIL TO:

FRED WAGNER
4425 SO. ORCHARD ST.
TACOMA, WA 98466

SE TC

Short Form
DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of October, between ST HELENS PROPERTY LLC, as GRANTOR(S), whose address is 4425 So. Orchard St., Tacoma, WA 98466, and TICOR TITLE INSURANCE COMPANY, as TRUSTEE whose address is 1120 Pacific Avenue, Tacoma, Washington 98402, and FRED WAGNER, as BENEFICIARY, whose address is 4425 So. Orchard St., Tacoma, WA 98466.

Grantor(s) hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in Cowlitz County, Washington:

SEE EXHIBIT "A" ATTACHED

Assessor's Property Tax Parcel/Account Number:

and

Grantor(s) hereby irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the following described property in Skamania County, Washington:

SEE EXHIBIT "B" ATTACHED 7-10N-5E, 8-10N-5E,
17-10N-5E, 18-10N-5E, 19-10N-5E, 20-10N-5E,
21-10N-5E, 30-10N-5E

Assessor's Property Tax Parcel/Account Number: 10-05-00-0-0-0700, 701, 801
10-05-00-0-0-2000-00, 2100, 2101, 2200, 2300, 2400, 3500,
3501

TOGETHER WITH all the tenements hereditaments and appurtenances, now or hereafter thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof and all other property or rights of any kind or nature whatsoever further set forth in the Master Form Deed of Trust hereinafter referred to, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

THIS DEED IS FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor(s) incorporated by reference or contained herein and payment of the sum of SIX MILLION SIX HUNDRED TWENTY-FIVE THOUSAND and NO/100s DOLLARS (\$6,625,000) with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor(s); all renewals, modifications or extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor(s), or any of his/her/their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

By executing and delivering this Deed of Trust and the Note secured hereby, the parties agree that all provisions of Paragraphs 1 through 35 inclusive of the Master Form Deed of Trust hereinafter referred to, except such paragraphs as are specifically excluded or modified herein, are hereby incorporated herein by reference and made an integral part hereof for all purposes the same as if set forth herein at length, and the Grantor(s) hereby makes said covenants and agrees to fully perform all of said provisions. The Master Form Deed of Trust above referred to was recorded on the twenty-fifth (25th) day of July, 1968, in the Official Records of the offices of the County Auditors of the following counties in Washington in the book, and at the page designated after the name of each county, to-wit:

COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S	COUNTY	BOOK OR VOL.	PAGE NO.	AUDITOR'S
Adams	2 of Record. Instr.	513-16	122987	Lewis	7 of Official Rec.	839-842	725562
Asotin	Microfilmed under Auditor's No.		101896	Lincoln	107 of Mortgages	776-779	316596
Benton	241 of Official Rec.	695A-C	592931	Mason	Reel 48	Frame 835-838	236038
Chelan	688 of Official Rec.	1682-1685	681844	Okanogan	121 of Mortgages	517-519A	560658
Clallam	315 of Official Rec.	195-198	383176	Pacific	213 of Official Rec.	649-652	55707
Clark	Aud. Microfilm No.	702859-702862	G-519253	Pend Oreille	27 of Mtgs.	8-11	126854
Columbia	49 of Deeds	198-201	F 3115	Pierce	1254 of Mtgs.	707-710	2250799
Cowlitz	747 of Official Rec.	234-237	675475	San Juan	28 of Mtgs.	459-462	69282
Douglas	125 of Mortgages	120-123	151893	Skagit	19 of Official Rec.	80-83	716277
Ferry	28 of Deeds	413-416	153150	Skamania	47 of Mtgs.	41-44	70197
Franklin	11 of Official Rec.	138-141	309636	Snohomish	233 of Official Rec.	540-543	2043549
Garfield	Microfilmed under Auditor's No.		13044	Spokane	14 of Official Rec.	1048-1051	376267C
Grant	44 of Rec. Doc.	373-376	538241	Stevens	109 of Mtgs.	394-397	390635
Grays Harbor	21 of General	31-34	207544	Thurston	454 of Official Rec.	731-734	785350
Island	181 of Official Rec.	710-713	211628	Waukiakum	17 of Mortgages	89-92	24732
Jefferson	4 of Official Rec.	316-319	196853	Walla Walla	308 of Mtgs.	711-714	495721
King	5690 of Mtgs.	436-439	6382309	Whitcom	82 of Official Rec.	855-858	1047522
Kitsap	929 of Official Rec.	480-483	934770	Whitman	1 of Misc.	291-294	382282
Kittitas	111 of Mortgages	361-364	348693	Yakima	712 of Official Rec.	147-150	2170555
Klickitat	101 of Mortgages	107-110	131095				

A copy of such Master Form Deed of Trust is hereby furnished to the person executing this Deed of Trust and by executing this Deed of Trust the Grantor(s) acknowledges receipt of such Master Form Deed of Trust.

The property which is the subject of this Deed of Trust is not used principally or primarily for agriculture or farming purposes.

The undersigned Grantor(s) requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at the address hereinbefore set forth.

WITNESS the hand(s) and seal(s) of the Grantor(s) on the day and year first above written.

By *[Signature]* By *[Signature]*
FRED WAGNER KURT ERICKSON

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

On this day personally appeared before me FRED WAGNER, to me known to be a managing member of St. Helens Property LLC, the company that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Dated: 10/17/07 *[Signature]*
Notary Public in and for the state of WA
My appointment expires: 3/15/08

STATE OF WASHINGTON)
COUNTY OF PIERCE) ss

On this day personally appeared before me KURT ERICKSON, to me known to be a managing member of St. Helens Property LLC, the company that executed the foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument.

Dated: _____
Notary Public in and for the state of _____
My appointment expires: _____

LPB-20 7/97
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DOC # 22007168431
Page 2 of 11

REQUEST FOR FULL RECONVEYANCE

To be used only when all obligations have been paid under the note and this Deed of Trust.

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated: _____

By _____

By _____

Mail reconveyance to : _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee before cancellation will be made.

Unofficial Copy

IN COWLITZ COUNTY, WASHINGTON

TOWNSHIP 10 NORTH, RANGE 4 EAST, W.M.

Parcel I

That portion of the **East half of Section 24, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington described as follows, to wit:

Beginning at the Southeast corner of said Section 24, thence North, along the East line thereof, 4,225 feet, more or less, to the thread of the North Fork of Schultz Creek, being the Creek flowing Northwesterly out of Forest Lake; thence continuing North along said East line, 140 feet, more or less, to the thread of an unnamed creek; thence Southwesterly along the thread of said unnamed creek, to the thread of said North Fork of Schultz Creek; thence Westerly along the thread of said Creek to the intersection with the Northerly extension of the Easterly right-of-way line of Weyerhaeuser Road No. 3922; thence Southerly and Westerly to and along said Easterly and Southerly right-of-way line, to the intersection with the thread of an unnamed creek flowing Westerly and Northerly out of Elk Lake; thence Southeasterly along the thread of said creek flowing out of Elk Lake 270 feet, more or less, to the intersection with the thread of an unnamed creek; thence South along the thread of said unnamed creek, to the South line of said Section 24; thence East along said South line, to the point of beginning hereof.

Parcel II

The **North half and the Southwest quarter of Section 25, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington.

Except beginning at the Southwest corner of said Southwest quarter, thence North, along the West line thereof, to the South right-of-way line of Weyerhaeuser Road No. 3500, said point being the True Point of Beginning hereof; thence continuing North, along the West line of said Southwest quarter, to the intersection with the Northeasterly right-of-way line of Weyerhaeuser Road 3555, thence Southerly, along the Easterly right-of-way line of said Road 3555; to the North right-of-way line of said Road 3500; thence South to the South right-of-way line of said Road 3500, thence West, along the South right-of-way line of said Road 3500, to the True Point of Beginning hereof.

EXHIBIT "A"

Parcel III

That portion of the Southeast quarter of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said Southeast quarter, thence West along the South line thereof, to the Intersection with the East right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Easterly, along the Easterly and Southerly right-of-way line of said Road No. 3500, to the East line of said Southeast quarter; thence South along said East line, to the point of beginning hereof.

Also that portion of the East half of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said East half, thence North, along the East line thereof, to the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, said point being the True Point of Beginning; thence Northerly, Easterly, and Southerly, along the Easterly and Southerly right-of-way line of said Road No. 3555 to the intersection with the Southerly right-of-way line of Weyerhaeuser Road No. 3561; thence Easterly, along the Southerly line of said Road No. 3561, to the Intersection with the southerly prolongation of the West line of Weyerhaeuser Road No. 3561-C; thence North, along said prolongation and the West line of said Road No. 3561-C to the North road end thereof; thence Northwesterly, 165 feet, more or less, to the intersection of the center of a draw containing an unnamed Creek; thence Northerly along said draw and the thread of said unnamed Creek, to the Intersection of the North line of said Section 26; thence East along the North line of said Section 26, to the Northeast corner thereof; thence South along the East line of said Section 26, to the Northeasterly right-of-way line of said Road No. 3555 and the True Point of Beginning hereof.

Parcel IV

That portion of the Northeast quarter of Section 35, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Northeast corner of the North half of said Section 35, thence South, along the East line of said North half, to the Southeast corner thereof; thence West, along the South line of said North half, to the Intersection with the Easterly right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Westerly along the Easterly right-of-way line of said Road No. 3500, to the North line of said Section 35; thence East along said North line, to the point of beginning hereof.

RESERVATION: 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 liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said land, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby reserved; *Provided*, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and *Provided further*, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

SUBJECT TO:

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.

- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the courses of rivers and streams.
- (7) Right of the State of Washington in and to those portions, if any, of the property herein described which lie below the line of ordinary high water of the rivers and streams.
- (8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.
- (9) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
- (10) Document: Statement of Claim to Mineral Interests
Recorded: June 2, 1988
Recording #: Auditor's No. 860802019
- (11) Matters set forth by survey:
Recorded: March 21, 1985
Recording #: Auditor's No. 850321009 in Volume 7, page 53
- (12) Matters set forth by survey:
Recorded: June 1, 1993
Recording #: Auditor's No. 930601101 in Volume 12, page 78

----- End of Exhibit A -----

IN SKAMANIA COUNTY, WASHINGTON

TOWNSHIP 10 NORTH, RANGE 5 EAST, W.M.

(Note: These descriptions intentionally begin with Parcel V and end with Parcel XII. Parcels I through IV are located in Cowlitz County, Washington and are described in a separate deed)

Parcel V

The West half of Section 8, Township 10 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

Parcel VI

Section 17, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to United States of America by instrument recorded in Book 81, Page 774.

Parcel VII

Government lots 1, 2, 3, and 4, the East half of the West half and the East half all in Section 18, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Parcel VIII

Section 19, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

Parcel IX

Section 20, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

EXHIBIT "B"

Parcel X

The North half of the Southwest quarter and the Northwest quarter of Section 21, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

Parcel XI

Government Lots 1, 2, 3, 4, 5, and 6, the Northeast Quarter of the Northeast quarter, South half of the Northeast quarter, Southeast Quarter of the Northwest Quarter, East half of the Southwest Quarter, South and the Southeast Quarter, all in Section 7, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Also, that portion of unpatented Mining Survey No. 888 lying South of the North line of Section 7, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, conveyed to Weyerhaeuser Company by Patent No. 46-83-0009, recorded in Book 81, page 882.

Parcel XII

Fractional N½ of Section 30, Township 10 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America by instrument recorded in Book 81, Page 774.

RESERVATION: 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 liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said land, together with the right to enter upon said land, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of

so much of the surface of said land as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby reserved; *Provided*, however, that Grantee and Grantee's heirs, representatives, successors, and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and *Provided further*, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

SUBJECT TO:

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the courses of rivers and streams.

(7) Right of the State of Washington in and to those portions, if any, of the property herein described which lie below the line of ordinary high water of the rivers and streams.

(8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.

(9) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

----- End of Exhibit A -----

Unofficial
Copy