Doc # 2008169149

Page 1 of 27

Date: 3/3/2008 11=06A

Filed by: UNISEARCH INC

Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$68.60

After Recording Mail To:

Unisearch, Inc., 3533 Fairview Industrial Drive SE Salem, OR 97302 Attention: Shari Stoutenburg

UCC-1 FIXTURE FILING Coversheet Recording Information:

GRANTOR/DEBTOR: Longview Timberlands, LLC, a Delaware limited

liability company

GRANTEE/SECURED Merrill Lynch Commercial Finance Corp., as

PARTY (Beneficiary): beneficiary

GRANTEE Ticor Title Insurance Company

(Trustee): 600 SW 39th Street, Suite 100

Renton, WA 98055

ABBREVIATED SEC 1 TWP 2 RGE 5

LEGAL

DESCRIPTION: The complete legal description begins on Exhibit A.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS: 2050000010000

See page ii for complete list of tax parcel numbers.

RECORDING NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A

SKAMANIA COUNTY

Tax Parcel Number
2050000010000
20500000020200
2050000030000
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2050000030100
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2050000040000
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300 Fibre Way		Longview	XX7 A	98632	USA	
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	ORGANIZATION DEBTOR	LLC	Delaware	4328	8011	
		. LEGAL NAME - insert only o	ne debtor name (2a or 2b) - do not abbreviate or	combine names		
2a. ORGANIZATION'S N	IAME		X / >		- 16.	
2b. INDIVIDUAL'S LAST			FIRST NAME	MIDOLE	OXAGE	ISUFFIX
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3a. ORGANIZATIONS		TO TAL ASSIGNED BLASSIGNO	RS/P) - Insert only one secured party name (3a or 3	ru)		-
Merrill Lvn	ch Commer	cial Finance Cor	n.	9. Th	-	
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46.	- 1	Th		7	b	
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5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR CONSIGNEE/CONSIG	ONOR BAILEE/BAILOR SELLER/BUY	ER AG. LIEN NON-UCC FILIN
6. This FINANCING STATEMENT is to be filed in ESTATE RECORDS. Attach Addendum		k to REQUEST SEARCH REPORT(S) on Debtor(s)	All Debtors Debtor 1 Debtor
8. OPTIONAL FILER REFERENCE DATA			

UCC FINANCING STATEMENT ADDENDUM FOLLOW INSTRUCTIONS (front and back) CAREFULLY					
9. NAME OF FIRST DEBTOR (18 or 16) ON RELATED FINANCING STATES	AENT .	!			
9a. ORGANIZATION'S NAME					
Longview Timberlands, LLC					
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX				
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OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE N	AME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
TIO. MAISING ADDITION	7	~	SIAIE	POSTAL CODE	COOMIKI
11d. ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION	11f. JURISDICTION OF ORG	ANIZATION	11g. ORGA	NIZATIONAL ID#, if any	
DEBTOR	K 3			- 6	NONE
12. ADDITIONAL SECURED PARTY'S or ASSIGNOR SIP'S	NAME - insert only one name (12a or 12b)	•		
129, ORGANIZATION'S NAME			- 4		
OR THE WORK OF ACT WANT	Lelone		Chapter 6 (in		Tauren.
12b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NA	AME.	SUFFIX
12c. MAILING ADDRESS	CITY	4	STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT covers imber to be cut or as-extracted	16. Additional collateral descri	iption:			
collateral, or is fited as a 🏑 fixture filling.		7		, ,	
14. Description of real estate: See Exhibit A attached hereto and made a part hereof for a		- 1	₹.		
description of the Real Property	- N		- 7	-	
	46.				
·					
15. Name and address of a RECORD OWNER of above-described real estate	•				
(if Debtor does not have a record interest):					
	17. Check only if applicable a	ad chark only one have			
					landa Estata
			ca to propert	y held in trust orDeced	ents estate
	18. Check only if applicable as Debter is a YRANSMITTI				
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RIDER A TO UCC-1 FINANCING STATEMENT <u>COLLATERAL DESCRIPTION</u>

Debtor:

Longview Timberlands, LLC

300 Fibre Way

Longview, Washington 98632

Secured Party:

Merrill Lynch Commercial Finance Corp.

4 World Financial Center, 10th Floor

New York, New York 10080

The UCC-1 Financing Statement, Form UCC-1, to which this Rider A is attached, covers all right, title, and interest of Debtor, whether now owned or hereafter acquired, in and to the following (collectively, the "**Property**") and the operations conducted or to be conducted on or related to the Property:

- 1. All the tracts or parcels of land particularly described in <u>Exhibit A</u> attached hereto and made a part hereof (the "Land");
- 2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Financing Statement;
- 3. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "Improvements");
- 4. All appurtenances, easements, rights and privileges thereof, including all thermal energy and other geothermal resources, all of Debtor's right, title and interest in all oil, gas, hydrocarbons, gravel, sand, dirt, rock, phosphate, limerock, coal and other mineral resources and subterranean substances, located in, on, under or pertaining to the Land, and any and all surface access and mining or drilling rights and any and all royalty, leasehold and other contractual rights of Debtor pertaining to any of the foregoing, and all air rights, water rights and development rights;
- All crops and all trees, of any size, any age and any species, whether now located in or on or hereafter planted or growing in or on the Land, and all timber of any size, any age and any species (whether or not merchantable), whether severed or unsevered, including standing and downed timber, timber to be cut, and stumps and cut timber remaining on the Property (collectively, the "Timber") and any and all logs, Timber, lumber, finished or milled lumber, bark, sawdust, logging and milling waste, hog fuel, wood chips, all Timber and lumber subject to any manufacturing process, all raw material and work in progress, and all goods, inventory and other Timber products, now or hereafter owned or acquired by Debtor or in which Debtor has an interest, in each case as derived from the Land (collectively, "Forest Products") arising out of, generated by or from the Land, and any and all products or proceeds of any of the foregoing and wherever located, subject to rights of Persons other than Debtor pursuant to any and all agreements, contracts, arrangements or other contractual obligations, whereby Debtor or its predecessors in interest have granted, grant or will grant to another Person the right to cut, harvest or otherwise remove Timber from any of the Land for the use and benefit of Persons other than Debtor, including, but not limited to, stumpage agreements and severance agreements (collectively, the "Cutting Rights Agreement") or all agreements and contracted obligations whereby a landowner, as seller, may become obligated to cut, harvest or otherwise remove Timber harvested from the Land of such landowner and to sell, exchange or deliver such Timber to Persons other than such landowner

(collectively, the "Timber Sales Agreement");

- 6. All of Debtor's right, title and interest under all Cutting Rights Agreements, whether now existing or hereinafter entered into by Debtor or any predecessor or successor in interest;
- All fixtures located upon or within the Improvements or now or hereafter installed in, or used in connection with any of the Improvements, whether or not permanently affixed to the Land or the Improvements, and all additions, substitutions and replacements thereof ("Fixtures") and all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements, whether now or hereafter installed, being hereby declared to be for all purposes hereof a part of the Land;
- All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, the sale or lease of the Land, the Timber, the Minerals, the Improvements, the Forest Products and the Fixtures (collectively, the "Rents");
- 9. All accounts (as defined in the UCC) arising from the sale of any of the Property (collectively, the "Accounts");
- 10. All easements, permits, licenses, rights of way, road use agreements, all permits, licenses, rights of way or easements and road use agreements, whereby Debtor, its successors, assigns, subsidiaries, or affiliates was (or were) granted access to certain portions of the Land by the United States and its various agencies and departments, the State of Washington and its various agencies and departments (including its counties and municipalities, incorporated or unincorporated) or any third party, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral and mining rights above and below the surface, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same to the extent Debtor's rights thereunder are transferable or assignable;
- 11. All insurance proceeds in respect of the Property under any policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

- 12. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- 13. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction:
- 14. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- 15. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;
- 16. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- 17. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property;
- All of Debtor's right, title and interest in information, data, and files, in whatever form, and all computer software and hardware relating to the Property, including, without limitation: (i) current forest inventory data pertaining to the Property providing summary level information by stand, species, component and diameter level and planting records showing seed source and stock type; (ii) geographic information system data relating to elevation, public land surveys, stands, property boundaries, roads, historical harvest units and years of harvest, wildlife threatened and endangered layers, thinning, fertilization, planting, including stock type and watershed data; (iii) Debtor's road maintenance plan for the Property; (iv) Debtor's watershed analysis for the Property; (v) all aerial photographs pertaining to the Property; (vi) all maps relating to the Property; and (vii) Debtor's records relating to the accounting and management functions of the Property;
- 19. All proceeds of the foregoing, including the proceeds of any sale, option or contract to sell the Property or any portion thereof; and
- 20. Any and all other rights of Debtor in and to the items set forth in subsections (1) through (19) above.

"Security Instrument" means the Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement Covering Timber to be Cut dated as of April 20, 2007 executed and delivered by Debtor in favor of Secured Party, encumbering the Property.

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Security Instrument.

EXHIBIT 'A'

93-03-36

PARCEL 1

All of Section 1, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 2

The Southeast Quarter of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 3

The South Half of Section 9, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington .

PARCEL 4

The Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 11, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 5

The Southwest Quarter of the Northeast Quarter; the Northwest Quarter of the Southwest Quarter; the South Half of the Southwest Quarter; the Northeast Quarter of the Southeast Quarter and the South Half of the Southeast Quarter of Section 12, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 6

All of Section 13, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 7

The East Half, the Northwest Quarter of the Southwest Quarter, the East Half of the Southwest Quarter, the Southwest Quarter of the Northwest Quarter and the East Half of the Northwest Quarter of Section 14, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom a Tract of land located in the Northeast Quarter of the Northwest Quarter described as follows:

Beginning at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 14; Thence South 88°27'37" East, 210 feet, more or less, to the Northwesterly right -of-way line of County

Road No. 1106 designated as the Washougal River Road; Thence in a Southwesterly direction following the northerly right-of-way line of said road to intersection with the West line of Northeast Quarter of Northwest Quarter of said Section 14; Thence North 01°14'54" East, 200 feet, more or less, to the point of beginning.

Also Except that portion conveyed to Kevin Cornell by instrument recorded in Auditor File No. 2005159774.

PARCEL 8

The Northwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 9

The East Half of the Northeast Quarter and the North Half of the Southeast Quarter of Section 23, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 10

The North Half of the North Half of Section 24, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 11

The East Half of the Northeast Quarter of Section 25, Township 2 North, Range 5 East of the of the Willamette Meridian, in the County of Skamania, State of Washington.

Except Lot 1 of the Boise Cascade Short Plat recorded in Bok 3 of Short Plats, Page 22.

PARCEL 12

Government Lots 2, 3 & 4 of the East Half of the Southwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 7, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 13

The Northwest Quarter of Section 8, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 14

All of Section 18, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 15

Government Lots 1, 3 & 4, the Northeast Quarter of the Northwest Quarter, the East Half of the Southwest Quarter and the North Half of the Northeast Quarter of Section 19, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 16

The Northwest Quarter of Section 30, Township 2 North, Range 6 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 139, Page 527.

Also Except a strip of land 300 feet in width acquired by the United States of America by instrument recorded in Book 27. Page 319.

93-03-38

PARCEL 17

The Southwest Quarter; the South Half of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; the Southwest Quarter of the Northwest Quarter; the Northwest Quarter; the Northwest Quarter; the Northwest Quarter of the Northeast Quarter, in Section 25, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington .

Excepting therefrom that portion conveyed to United States of America by instrument recorded in Book 27, Page 319.

PARCEL 18

The Northeast Quarter of the Southwest Quarter of Section 26, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington and that portion of the Southeast Quarter of said Section 26 as disclosed by Deed recorded in Book 38, Page 365 as follows:

Beginning at the Southeast Corner of Section 26; thence North along the section line, 1400 feet to the true point of beginning; Thence running West to the West line of the Southeast Quarter of said section; Thence North to the Northwest corner of the Southeast Quarter of said section; Thence East to the Northeast corner of the Southeast Quarter of said section; thence South to the said point of beginning which is 1400 feet North of the Southeast corner of said section.

Excepting therefrom a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Bonneville Vancouver No. 1 and No. 2 Electric Power Transmission lines by judgement in condemnation recorded in Book 27 at Page 319.

PARCEL 19

All of Section 2, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North of the South Boundary line of the U.S. Bonneville Power Administration Power Line easement as established and surveyed in 1952.

PARCEL 20

Government Lots 1, 2 and 3; the South Half of the Northeast Quarter; the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northwest Quarter, The North Half of the Southeast Quarter; and that portion of the Southeast Quarter of the Southwest Quarter and the South Half of the Southeast Quarter lying North of the South Boundary line of the U.S. Bonneville Power Administration Powerline Easement as established and surveyed in 1952, all in Section 3, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 21

A tract of land in Section 4, Township 2 North, Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington described as follows:

Government Lots 1, 2, 3 and 4; the South Half of the North Half; the Southeast Quarter; Excepting portions of the Southeast Quarter as follows:

That portion lying South of the South line of the Bonneville Power Line Easement as described in Book 38, Page 477.

That portion deeded to the Pacific Telephone and Telegraph Company by deed recorded January 12, 1955 in Book 39, Page 143.

That portion deeded to Oregon-Washington Railroad and Navigation Company by deed recorded October 10, 1963 in Book 52, Page 88.

That portion deeded to the State of Washington, by deed recorded October 22, 1976 in Book 71, Page 788.

PARCEL 22

All that portion of the Northwest Quarter in Section 9, Township 2 North, Range 6 East of the Willamette meridian, in the County of Skamania, State of Washington lying North and West of the South Boundary line of the U.S. Bonneville Power Administration Powerline Easement as established and surveyed in 1952.

PARCEL 23

The Southeast Quarter; the South Half. of the Northeast Quarter; the Southeast Quarter of the Northwest Quarter and all of Government Lot 2, all in Section 19, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 24

Government Lot 4 in Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 25

The West Half of Northwest Quarter and the South Half, in Section 9, Township 2 North, Range 7 East of Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion lying West of the Thread of Greenleaf Creek.

Also Excepting that portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.

PARCEL 26

The West Half of the Northeast Quarter; the North Half of the Southeast Quarter; the South Half of the Northwest Quarter; Government Lots 1, 8 and 9 in Section 16, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion conveyed to United States of America by instrument recorded in Book 139, Page 527.

Also Excepting a portion of said Government Lots 8 and 9 described in Book 80 , Page 109, as follows:

Beginning at a point marking the intersection between the center of Greenleaf creek and the South line of said Government Lot 9, said point being located on the North line of the B.B. Bishop Donation Land Claim; thence following the center of greenleaf creek in a northeasterly direction to a point in the said Government Lot 8, North 430 feet from the North line of the said Bishop Donation land claim; thence Westerly parallel to and 430 feet distant from the North line of the said Bishop Donation land claim to the centerline of the Pacific Northwest Pipeline Corporation Easement for Gas Transmission Line; thence Southwesterly along the centerline of said easement to the North line of said Bishop Donation Land Claim; Thence east along the North line of said Donation Land claim to the point of beginning.

PARCEL 27

The Southeast Quarter of Section 22; the Southwest Quarter of Section 23; the Southwest Quarter of the Northwest Quarter; the Southwest Quarter; and the Southwest Quarter of the Southeast Quarter of Section 26, All of Section 27, the East Half of the East Half of Section 28 and the North Half of the Northeast Quarter of Section 34, All in Township 3 North, Range 5 East of the Willamette Meridian, County of Skamania, State of Washington.

PARCEL 28

The Southwest Quarter of Section 26; the East Half and the Southwest Quarter of Section 34; the West Half of the East Half and the West Half of Section 35, All in Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 29

The East Half and the Southwest Quarter of Section 28, Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 30

The East Half of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; the East Half of the Southwest Quarter, the Southwest Quarter of Section Quarter of the Southwest Quarter; and the Southeast Quarter of Section 32, Township 3 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 31

The Southeast Quarter of Section 11; the South Half and Government Lots 2, 3 and 4 in Section 12; the West Half of Section 13; the North Half; the Southeast Quarter; and the North Half of the Southwest Quarter of Section 14, all in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 32

The Southeast Quarter of the Northeast Quarter Section 22; the West Half of the West Half; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter in Section 23, all in Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 33

The East Half of the Northwest Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 34

The Southeast Quarter; Government Lots 5, 6, 7, 8 and 9; and that portion of Government Lot 10 lying Northerly of Wolf Creek, All in Section 24, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 35

A Tract of land in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

The North Half of Northeast Quarter, the Southeast Quarter of the Northeast Quarter; the east Half of the Southwest Quarter of the Northeast Quarter; the Northeast Quarter of the Southeast Quarter; the East Half of the Northwest Quarter of the Southeast Quarter; that portion of the East 231 feet of the West 34 rods of the West Half of the Southwest Quarter of the Northeast Quarter lying Easterly of county Road No. 28.

Except that portion thereof lying Southerly of the Northerly Boundary of a strip of land 300 feet in width acquired by the United States of America for the Bonneville Power Administration's Power Transmission Lines.

Also Excepting that portion thereof deeded to Skamania County by Deed recorded June 2, 1976 in Book 71, Page 63.

Together with that portion of the North Half of the Southeast Quarter of said Section 25 lying South of that 300 foot strip of land acquired by the United States of America for Bonneville Power Administration. Also as described by Deed recorded in Book 53, Page 318.

PARCEL 36

The Northeast Quarter of the Southwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter which lies on the Southeasterly side of the center of Bear Creek, Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 37

The East Half of the Southeast Quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 38

That portion of the South Half of the Southeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

Beginning at the Quarter corner common to Sections 26 & 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; Thence along the North-South centerline of section 26, North 01°38'30" East 830.00 feet to a point marked by a 1 ½ inch diameter steel rod, said point being the true point of beginning of this description; Thence from said true point of beginning, East 1,100.00 feet to a 1 ½ inch diameter iron pipe; Thence North 165.00 feet to a point marked by a 1 ½ inch diameter iron pipe on line; Thence continuing North to a point on the East-West centerline of the Southeast Quarter of Section 26; Thence Westerly along said centerline to a point on the East boundary line of the Norman F. Erken, et ux, tract described in deed number 67452, recorded in Volume 56, Page 247, Skamania County deed records; Thence South along said boundary line to a point in the

thread of a stream known as Trout Creek; Thence in a Westerly direction, following said thread of Trout Creek to it's intersection with the North-South centerline of said Section 26; Thence South 01°38'30" West 139.7 feet along said centerline to a 1 % inch diameter steel rod on line; Thence continuing South 01°38'30" West 275.00 feet to the true point of beginning.

Also Excepting that portion of the above described property lying Northerly of the centerline of Trout Creek and also that portion lying Northeasterly of the center of Wind River.

PARCEL 39

The Northeast Quarter and the North Half of the Southeast Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

Beginning at an 8" diameter Douglas Fir Tree, set as a witness to the corner of Sections 25, 26, 35 and 36, Township 4 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington by Mart C. Perkins, licensed land surveyor, in 1957, said tree being 262.00 feet South of said Corner; Thence Southerly along the Section line common to said Sections 35 & 36 a distance of 988.00 feet to a %" by %" metal rod extending 12" above the ground which is the true point of beginning of this description; Thence West 1,320.00 feet, more or less, to a 1 %" steel axle extending 6" above the ground; Thence South a distance of 960.00 feet to a 1 %" steel rod extending 6" above the ground; Thence East a distance of 1,320.00 feet, more or less, to a point on aforesaid Section line which is marked with a %" by %" rod extending 12" above the ground; Thence Northerly along said section line a distance of 960.00 feet to the true point of beginning.

And further excepting that portion of the above described property described in deed to Richard G. Misner, et ux, recorded June 26, 1985 in Book 84, Page 690;

Also Excepting that portion of the above described property described in Deed to Glen Richie recorded June 26, 1985 in book 84, Page 691.

PARCEL 40

The East Half of the East Half and the Southwest Quarter of the Northeast Quarter of Section 7; All of Section 8; the North Half of Section 9 and All of Section 17; all in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except public roads.

Also Excepting therefrom that portion conveyed to Gary Talby in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

93-03-35

PARCEL 41

Government Lots 1, 2, 3 and 4 and the South Half of the North Half of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington

PARCEL 42

Government Lots 1, 2, 3 and 4; the Northeast Quarter of the Southwest Quarter; the South Half of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter, Section 4, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 43

The North Half of the Southwest Quarter and the Southeast Quarter of the Southwest Quarter, Section 5, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

93-03-37

PARCEL 44

The South Half of Section 17, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

93-03-40

PARCEL 45

Government Lots 5 and 8 and the West Half of Government Lot 7, in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 46

Beginning at a point 1,980 feet East of the Southwest Corner of the Southeast Quarter of Section 25, Township 4 North, Range 7½ East, of the Willamette Meridian, in the County of Skamania, State of Washington; Thence North 1,080 feet; Thence East 660 feet to the East Section line; Thence South 1,080 feet along said East line to the Southeast Corner of said Section 25; Thence West 660 feet to the Point of Beginning.

93-03-42

PARCEL 47

The Northeast Quarter of the Northeast Quarter of Section 22, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

93-03-22

PARCEL 48

The Southwest Quarter of Section 3, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 49

The South Half of the North Half, the North Half of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter and the Northwest Quarter of the Southwest Quarter in Section 4; All of Section 5, All in Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 50

All of Section 6, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 51

All of Section 10, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 52

Government Lot 4; the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 3, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion lying South of the South right of way survey line of that Transmission line easement recorded in Book 39, Page 485 as disclosed by Deed recorded in Book 139, Page 527.

PARCEL 53

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest quarter of Section 33, Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

93-03-20

PARCEL 54

All of Section 32; the Southwest Quarter and the Southeast Quarter of the Northwest quarter of Section 33; All in Township 3 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.



PARCEL 55

The Southwest Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of the Southeast Quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.



PARCEL 56

The Southeast Quarter of the Northeast Quarter and the East Half of the Southeast Quarter of Section 6, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting that portion lying Southerly of the center line of Panther Creek.

PARCEL 60

The Southwest Quarter of the Northwest Quarter of Section 5, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 57

The Southeast Quarter of the Southwest Quarter of Section 18, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 58

The East Half of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 19, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 61

The Northeast Quarter of the Northeast Quarter of Section 36, Township 4 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

93-03-04 and 93-03-14

PARCEL 59

Government Lots 1, 2, 3 and 4, the East Half of the Northwest Quarter, the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 30, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to the United States of America for the Bonneville Power Lines being 300 feet wide.



PARCEL 62

Government Lot 6 and the West 34 Rods of the West Half of the Southwest Quarter of the Northeast Quarter in Section 25, Township 3 North, Range 7½ East of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to Carl Krohn by instrument recorded in Book 55, Page 363.

PARCEL 63

The South Half of the Southeast Quarter, the South Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter and the South Half of the Northeast Quarter of the Southeast Quarter of Section 10 Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL 64

That portion of the East Half of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the Wind River Highway.

Excepting therefrom the following:

Beginning at a point 2030.1 feet South 00°22 West of Section Corner common to Section 10, 11, 14 and 15, Township 4 North, Range 7 East of the Willamette Meridian, said point being an iron pipe set in Westerly boundary of county road right of way known as Leete Road; from said point thence West for a distance of 450.0 feet to an iron pipe; thence South 15°45' East for a distance of 1283.1 feet to an iron pipe set in Northerly right of way boundary of Wind River Highway; thence South 57°09' East along Northerly right of way boundary of said Highway for a distance of 118.5 feet to an iron pipe set in intersection of State Highway Right of Way boundary and Westerly right of way boundary of Leete Road; thence Northerly along West right of way boundary of Leete Road for a distance of 1299.4 feet more or less to point of beginning.

93-03-01 and 93-03-02

PARCEL 65

The Southwest Quarter, the Southeast Quarter and the Northeast Quarter of Section 10, Township 7 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.



PARCEL 66

The West Half of the Northwest Quarter and the Northwest quarter of the Northeast Quarter of the Southwest Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.



PARCEL 67

That portion of the Felix G. Iman D.L.C. in Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northwesterly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Lines.

Also that portion of Government Lot 2 and the West Half of the Northwest Quarter of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northwesterly of the 300 foot strip of land acquired by United States of America for the Bonneville Power Administration Transmission Lines.

PARCEL 68

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

Except that portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration Electric Power Transmission Lines.