

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO: REAL ESTATE EXCISE TAX**

Longview Timberlands LLC
10 International Way
Longview, WA 98632

PAID

MAR - 3 2010

41,024.30

SKAMANIA COUNTY TREASURER

SEA 31407

STATUTORY BARGAIN AND SALE DEED COVER SHEET

Document: Statutory Bargain and Sale Deed

Reference No. of related documents: N/A

Grantor(s): S.D.S. CO., L.L.C., a Washington limited liability company, also known as
SDS Company, LLC

Grantee(s): Longview Timberlands LLC, a Delaware limited liability company

Abbreviated Legal Description: S8, T2N, R6E

Additional Legal Description is on **Exhibit A** of the Deed.

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

02-06-00-0-0-0900-00; 02-05-00-0-0-4200-00

STATUTORY BARGAIN AND SALE DEED

The GRANTOR, **S.D.S. CO., L.L.C.**, a Washington limited liability company, also known as SDS Company, LLC, for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, bargains, sells and conveys to the **GRANTEE, LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company**, the following described real estate, situated in the County of Skamania, State of Washington:

See **Exhibit A** attached hereto and by this reference made a part hereof.

The Property is conveyed by Grantor and accepted by Grantee subject to those matters described on **Exhibit B** attached hereto. The Property is conveyed by Grantor "AS IS" by tract and not by acre, the acreage not being guaranteed by Grantor.

Dated this _____ day of _____, 2010

S.D.S. CO., L.L.C., a Washington limited liability company

By: _____

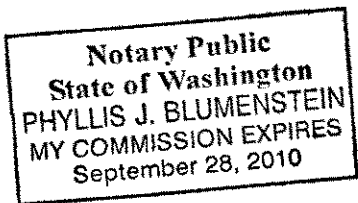
Printed Name: _____

Its: _____

STATE OF WASHINGTON)
COUNTY OF Klickitat)ss.
)

On 2-19, 2010, before me personally appeared Wallace E. Stevenson, to me known to be the President of S.D.S. Co., L.L.C., a Delaware limited company, the limited liability company that executed the within and foregoing instrument, and acknowledged 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 was authorized to execute said instrument on behalf of said company.

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



Signature: Phyllis J. Blumenstein
Name (Print): Phyllis J. Blumenstein
NOTARY PUBLIC in and for the State
of Washington, residing at White Salmon
My appointment expires: 9-28-10

**EXHIBIT A
TO
STATUTORY BARGAIN AND SALE DEED**

Legal Description

PARCEL I

The Southeast Quarter of Section 5 and the Northeast Quarter of Section 8; all in Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

PARCEL II

The South Half of Section 21, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

PARCEL III

A portion of the United States of America, Bonneville Power Administration North Bonneville-Troutdale Lines 1 and 2, Tract No. B-V-13-A-43 situated in the East Half of the Northeast Quarter of the Northeast Quarter of Section 28, and B-V-13-A-42 situated in the Northwest Quarter of the Northwest Quarter of Section 27, Township 2 North, Range 5 East, Willamette Meridian in the County of Skamania, State of Washington, being 60 feet wide described as follows:

Beginning at the Section Corner of Sections 21, 22, 27, 28 Township 2 North Range 5 East of the Willamette Meridian. Thence 30 feet West on Section line between Sections 21 and 22 to true point of beginning, said point being the center line of the 60 foot easement, Thence staying 30 feet from said Section corner to a point 30 feet South of said Section corner on Section line between Sections 27 and 28, Thence South 61° East approximately 384 feet to the Centerline of LaBarre Road, Thence South 16°30' West 50 feet on centerline, Thence South 33°30' West 50 feet on centerline, Thence South 42° West 33 feet + or - to South property line of the United States of America, Bonneville Power Administration Property, the terminus of the Skamania County, LaBarre Road.

Skamania County Assessor
Date 3-3-10 Parcel# 26-900
800 2-5-4200

**EXHIBIT B
TO
STATUTORY BARGAIN AND SALE DEED**

Title Exceptions

PARCEL I

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.
2. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the CREEKS, if it is navigable.
3. Any question that may arise due to shifting or change in the course of the CREEKS or due to the CREEKS having shifted or changed its course.
4. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
5. Easement including the terms and provisions thereof, recorded October 11, 1950 in Auditors File No. 41614.

Assignment of Easement including the terms and provisions thereof, recorded in Book 33, Page 263.
6. Easement including the terms and provisions thereof, recorded May 9, 1953 in Book 36, Page 371.
7. Easement including the terms and provisions thereof, recorded August 28, 1953 in Book 37, Page 156.
8. Easement including the terms and provisions thereof, recorded April 12, 1957 in Book 57, Page 168.
9. Easement including the terms and provisions thereof, recorded April 23, 1974 in Book 66, Page 617.
10. Easement including the terms and provisions thereof, recorded November 29, 1993 in Book 139, Page 794.
11. Notwithstanding the insuring provisions of the policy to the contrary, the Company does not insure against loss or damage arising by reason of a lack of a right of access to and from the land.

PARCEL II

12. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the CREEKS, if it is navigable.
13. Any question that may arise due to shifting or change in the course of the CREEKS or due to the CREEKS having shifted or changed its course.
14. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
15. Notice of Moratorium of Non-Forestry use of land, recorded February 18th, 2004 in Auditor File No. 2004152009.
16. Any rights, easements, interests or claims which may exist by reason of or be reflected by the survey recorded in Book 3, Page 450.
17. An easement, including the terms and provisions thereof, recorded December 21, 2009, in Auditor File NO. 2009174562.