

Letter to:
STEWART TITLE COMPANY
1000 - 2nd Ave. S. #1300
Seattle, WA 98104
4007217

2940
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUL 7 1989

Amount Paid \$63,006.32
By Skagit Co. Treasurer
Deputy

SKAGIT COUNTY WASHINGTON
JUL 7 1989 P1:02

LAND TITLE COMPANY OF SKAGIT COUNTY

8907070041

26⁰⁰

BARGAIN AND SALE DEED

REGUES. U.S.

THE GRANTOR, Three Rivers Timber Company, a Washington corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, bargains, sells, and conveys, to Crown Pacific, Ltd., an Oregon corporation, Grantee, the real estate described on Exhibit "A" attached hereto, situated in the County of Skagit, State of Washington.

MINERALS RESERVATION

Grantor hereby excepts from the above-described real property (the "Property") and reserves unto Grantor, its successors and assigns, the "Mineral Estate", as described below:

1. Description of the Mineral Estate. The substances herein excepted and reserved include the following minerals: all metals, precious or base; metallic and nonmetallic minerals; ores; mineral products; mineral materials, and substances in, on, or lying beneath the surface of the Property, except, earth soil, building stone, rock, sand and gravel (hereinafter "Materials"), which Materials are hereby granted to Grantee subject to the rights of Grantor in Paragraph 2, below.

The metals, metallic and nonmetallic minerals, ores, mineral products, mineral materials and substances hereby reserved include gold, silver, copper, lead, zinc, molybdenum, vanadium, mercury, tin, iron, alumina, uranium, thorium, and other fissionable materials; oil, gas and other hydrocarbons; coal, lignite and peat; helium, carbon dioxide and other gaseous materials; and geothermal resources in, on, or lying beneath the surface of the Property, whether in solid, liquid, fluid, or gaseous forms and without regard to whether one or more of them may be found on or near the surface or at depth beneath the surface and without regard to the method by which the same may or must be mined, extracted or removed. Such substances are referred to hereinafter, whether expressly named or not, as "Reserved Minerals."

2. Rights Reserved. The rights reserved herein include the following rights, but only to the extent permitted by and in accordance with all applicable laws, rules and regulations, and as further limited by the provisions hereof:

(a) The right to explore for, develop, extract, mine, save, store, mill, process, concentrate, refine, stockpile, convert, treat, remove, transport, sell, dispose of, and market the Reserved Minerals, either singly or in conjunction with minerals from other properties, and

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any by-products produced therewith or therefrom, all by any method whatsoever, including, without limitation, underground, surface, open-pit, or strip-mining methods;

(b) The right to the extent necessary in exercising Grantor's rights hereunder, to disturb, remove, consume or use Materials in, on, or lying beneath the surface in connection with the exercise of the rights stated in subparagraph (a), above;

(c) The right of ingress, egress, and regress to, across, through, and from the surface of the Property, as reasonably necessary for the exercise of the rights stated in subparagraphs (a) and (b), above; and,

(d) The right to occupy and use so much of the surface of the Property as may be reasonably necessary for the exercise of the rights stated in subparagraphs (a), (b) and (c), above.

3. Relationship Between the Mineral Estate and the Non-Mineral Estate. The estate created by the reservation in Grantor of Reserved Minerals is referred to herein as the "Mineral Estate," and the estate of Grantee is referred to herein as the "Non-Mineral Estate." The Mineral Estate shall be the dominant estate and, as such, shall be dominant over the Non-Mineral Estate. However, the exercise of rights in the Mineral Estate, including without limitation the rights described in Section 2 hereof, shall in all respects be subject to the limitations described in this Reservation.

(a) Grantor shall not have the right to commence mining of Reserved Minerals from the Property by surface, open-pit, or strip-mining methods, without the prior written consent of Grantee, which consent may be withheld in the event (i) such proposed mining would violate any obligations of Grantor pursuant to this Reservation or (ii) Grantor is then in default of any of its obligations to Grantee pursuant to this Reservation.

(b) In any event, Grantor shall not be entitled to commence mining of Reserved Minerals from the Property without (i) giving to Grantee not less than eighteen (18) months prior written notice thereof, which notice shall contain a description of the portion(s) of the Property which will be affected by such mining, the expected duration thereof, the proposed method of such mining and proposed access to such mining activity; and (ii) unless waived by Grantee, delivering to Grantee an adequate bond or other acceptable financial undertaking from a third party protecting Grantee with respect to all damages which may be caused to the Property by such mining activity or the creation of access thereto, and (iii) delivering to Grantee a certificate for public liability insurance from a responsible company with limits of not less than \$5,000,000, or such amount in excess thereof as Grantee shall reasonably request. Such insurance shall be maintained throughout the time during which Grantor conducts mining activities on the Property, shall cover all risks arising

directly or indirectly out of Grantor's activities on the Property and shall protect Grantor and Grantee against claims of third persons. The certificate evidencing such insurance shall contain an endorsement requiring thirty (30) days written notice to Grantee prior to any change or cancellation of such coverage.

(c) If, in exercising the rights stated in Paragraphs 2(a) through 2(d), Grantor shall thereby interfere with Grantee's enjoyment and use of the Property, shall damage the Property, or shall thereby cause a diminution in the value of the Non-Mineral Estate or the Materials, Grantor shall be liable to pay to Grantee damages in an amount fairly to compensate Grantee for such damage and for the loss of Grantee's enjoyment and use of the Non-Mineral Estate and the Materials. Such right to damages shall be in addition to any other rights and remedies at law or in equity which may be available to Grantee for a default by Grantor in exercising its rights pursuant to this Reservation. If suit or action is instituted in connection with this Reservation, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees on trial and on any appeal.

(d) In exercising any of its rights hereunder, Grantor shall promptly repair and restore the Property as nearly as reasonably practicable to its condition prior to the exercise of any such rights.

(e) In the event of mutual interference on account of conflicting activities of Grantor in the enjoyment and use of the Mineral Estate, and of the Grantee in the enjoyment and use of the Non-Mineral Estate and the Materials, Grantor shall, subject to the other provisions of this Reservation, have the prior and superior right to carry out its activities.

4. Taxes. Grantor is and shall be solely liable for any and all property or other taxes levied or assessed against the Mineral Estate reserved herein or levied or assessed against any activity of Grantor in the exercise of the enjoyment and use of such estate, and shall pay all such taxes when due.

5. Indemnity. Grantor shall indemnify and defend Grantee from any claim, loss or liability arising out of or related to any activity of Grantor on the Property or any condition of the Property under the control of Grantor.

6. Right of First Refusal.

6.1 Grantor shall not, at any time prior to the expiration of ten (10) years after the date hereof, sell, contract or sell, transfer, exchange, grant an option to sell or otherwise dispose of its rights pursuant to this Reservation (or any portion thereof or interest therein) (the "Mining Rights") to any party other than Grantee, unless Grantor shall first have communicated to Grantee, by written notice, a written offer to sell the Mining Rights to Grantee, which offer ("Grantor's

Offer") shall specify in detail the price, terms and conditions upon which Grantor is willing to sell the Mining Rights.

6.2 Grantee shall have a period of ninety (90) days, following the giving of the Grantor's Offer, within which to accept the Grantor's Offer by giving Grantor written notice of acceptance. If the Grantor's Offer is accepted, the parties shall be obligated to close the sale in accordance with the terms of the Grantor's Offer. Closing shall occur within thirty (30) days following acceptance or within such longer closing period as may be specified in the Grantor's Offer.

6.3 If Grantee does not accept the Grantor's Offer, Grantor may sell the Mining Rights, subject to all the terms and conditions of this Reservation, to any other party, provided that such a sale must be consummated (a) within six (6) months following the earlier of the expiration date of the acceptance period of the Grantor's Offer or the date of any written rejection by Grantee of the Grantor's Offer, and (b) for and upon the same price, terms, and conditions as those specified in the Grantor's Offer (or for a greater price and upon terms and conditions more favorable to Grantor). If such a sale is consummated to a third party, Grantee's rights pursuant to this Paragraph 6 (but not Grantee's other rights pursuant to this Reservation) shall be forever extinguished. If, however, such a sale to a third party is not so consummated, Grantee's rights pursuant to this Paragraph 6 shall remain in full force and effect.

Grantor and Grantee hereby expressly acknowledge that the agreed consideration for this deed was adjusted and fixed in contemplation of the reservation by the Grantor of the Mineral Estate, including all of the foregoing rights, subject only to the rights of Grantee expressed herein.

ROAD USE EASEMENT RESERVATION

Further, Grantor hereby excepts from the Property and reserves unto Grantor, its successors and assigns, including its contractors and licensees, a non-exclusive easement over and upon any and all logging roads, as well as the right to construct such additional roads as may be necessary, for purposes of obtaining access to and removing forest products from lands adjacent to or adjoining the Property and upon which Grantor has or shall have the right to harvest and remove forest products. Any damage caused to any road so used shall be repaired by Grantor at Grantor's expense. Reconstruction, alteration or substantial improvements of existing roads must receive approval in advance by Grantee, which approval shall not be unreasonably withheld.

.. ..

The Property is conveyed subject to the Permitted Liens set forth on the attached Exhibit "B", as well as to those liens, reservations and encumbrances set forth in that certain title insurance policy

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no. 0-9941-320494 issued to Grantee by Stewart Title Guaranty Company as of the date of this instrument.

Dated this 7th day of July, 1989.

GRANTEE:

CROWN PACIFIC, LTD.

By: [Signature]
Title: President

By: [Signature]
Title: Secretary

GRANTOR:

THREE RIVERS TIMBER COMPANY

By: [Signature]
Title: President

By: [Signature]
Title: Assistant Secretary

State of OREGON)
County of MULTNOMAH)ss.
)

On this 15th day of July, 1989, before me personally appeared Jerry L. Wilson and Irene M. Kisleiko, to me known to be the President and Assistant Secretary respectively, of Three Rivers Timber Company, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
NOTARY PUBLIC in and for the State of OREGON

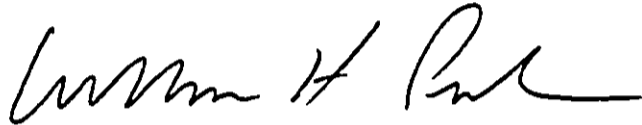
My Commission Expires 1/11/91

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State of Oregon)
County of Multnomah)ss.
)

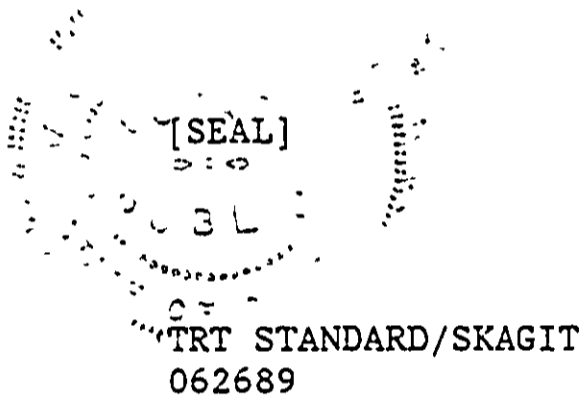
On this 1st day of Jun, 1989, before me personally appeared Peter W. Stott and Roger L. Krage, to me known to be the President and Secretary, respectively, of Crown Pacific, Ltd., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



NOTARY PUBLIC in and for the
State of Oregon

My Commission - Expires 1/11/91



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EXHIBIT A

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 33 NORTH, RANGE 5 EAST W.M.

Section 18: NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 21: N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$; except 50 feet right of way as conveyed to English Lumber Company by deed dated September 19, 1919, recorded November 25, 1919 under Auditor's File No. 137161 in Volume 115 of Deeds, page 334 and by Deed dated April 17, 1945, recorded April 17, 1945 under Auditor's File No. 379620 in Volume 200 of Deeds, page 293, and except County road.

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 34 NORTH, RANGE 9 EAST W.M.

Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$; Government Lots 4 and 6
Section 26: E $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 35: Government Lots 1 and 2; W $\frac{1}{2}$ NE $\frac{1}{4}$

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 4 EAST W.M.

- Section 2: The portion of SW $\frac{1}{4}$ SW $\frac{1}{4}$, lying westerly of the westerly line of the Northern Pacific Railway Company right of way.
- Section 3: W $\frac{1}{2}$ of Government Lot 2; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$, except those portions conveyed to Skagit County for road purposes by deeds recorded April 14, 1915 under Auditor's File Nos. 107444 and 107452.

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 6 EAST W.M.

Section 12:

S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON
TOWNSHIP 35 NORTH, RANGE 7 EAST W.M.

- Section 1: SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; except roads and except that certain 100 foot strip conveyed to Skagit County by deed recorded July 9, 1970 under Auditor's File No. 741026.
- Section 2: N $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; except that certain 100 foot strip conveyed to Skagit County by deed recorded July 9, 1970 under Auditor's File No. 741026.
- Section 3: S $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$, except those portions conveyed to Skagit County by deeds recorded July 9, 1970 and September 20, 1971 under Auditor's File Nos. 741026 and 758244, respectively.
- Section 4: S $\frac{1}{2}$
- Section 9: Parcel "A":
The NE $\frac{1}{4}$ and the N $\frac{1}{2}$ of the SE $\frac{1}{4}$
Parcel "B":
A strip or piece of land 50 feet wide being 25 feet wide on either side of the centerline of the logging railway of the Lyman Timber Company as same is now located and established through and upon the N $\frac{1}{2}$ of the SW $\frac{1}{4}$, to-wit:
Beginning at a point on the section line approximately 193 feet South of the quarter corner between Sections 8 and 9;
thence South 87° East 2090 feet;
thence on a 6° curve to the left turning through an angle of 19° for a distance of 317 feet;
thence North 68° East approximately 235 feet to a point on the centerline of Section 9 approximately 175 feet South of the center corner of said Section 9.
- Section 10: NW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ NE $\frac{1}{4}$ lying Northwesterly of Baker Lake Road as conveyed to Skagit County by deed recorded April 25, 1966 under Auditor's File No. 681944.

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 8 EAST W.M.

- Section 23: Government Lot 2, except that portion thereof conveyed to Skagit County for the Concrete Sauk Valley Road by deed recorded June 25, 1952, under Auditor's File No. 476827; NW $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 25: SW $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 26: SE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
- Section 27: All of Section, except Government Lots 1 and 2.
- Section 28: All of Section, except SW $\frac{1}{4}$ NW $\frac{1}{4}$ thereof.
- Section 29: SE $\frac{1}{4}$ SE $\frac{1}{4}$; except road rights of way
- Section 32: SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
- Section 33: All of Section
- Section 34: All of Section
- Section 35: All of Section

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 9 EAST W.M.

Section 7: Government Lots 1, 2 and 5; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 8: NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$

Note: The NE $\frac{1}{4}$ NE $\frac{1}{4}$ herein described is also known as a portion of the Little Sauk Association Placer Claim in the Jackman Creek unorganized Mining District.

EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 10 EAST W.M.

Section 26:

NE $\frac{1}{4}$ lying Southerly of County Road; SE $\frac{1}{4}$ NW $\frac{1}{4}$; S $\frac{1}{2}$;
except that portion conveyed to Skagit County by
deed recorded April 14, 1960 under Auditor's File No.
593378.

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 11 EAST W.M.

Section 20:

NW $\frac{1}{4}$; N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 36 NORTH, RANGE 4 EAST W.M.

- Section 26: SW $\frac{1}{4}$, except that portion lying Northeasterly of the Samish River as it presently exists.
- Section 27: SE $\frac{1}{4}$, except that portion lying Northeasterly of the centerline of the Samish River.
- Section 34: NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; E $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 36 NORTH, RANGE 6 EAST W.M.

Section 3: Government Lots 1, 2, 3 and 4; SW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$
Section 13: Government Lots 1, 5 and 8; SW $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 14: Government Lots 1 thru 7; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22: Government Lot 8
Section 23: Government Lots 1 and 2; N $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 24: SE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$
Section 25: N $\frac{1}{2}$ NE $\frac{1}{4}$

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 36 NORTH, RANGE 7 EAST W.M.

- Section 2: $W\frac{1}{2}$; $W\frac{1}{2}$ $SE\frac{1}{4}$
- Section 7: $NE\frac{1}{4}$
- Section 8: $SW\frac{1}{4}$
- Section 10: $E\frac{1}{2}$ $NE\frac{1}{4}$; $NW\frac{1}{4}$ $NE\frac{1}{4}$; $NW\frac{1}{4}$; $NE\frac{1}{4}$ $SW\frac{1}{4}$; $S\frac{1}{2}$ $SW\frac{1}{4}$; $SE\frac{1}{4}$,
except that portion lying in the current bed of the
South Fork of the Nooksack River.
- Section 11: $W\frac{1}{2}$ $NE\frac{1}{4}$; $NW\frac{1}{4}$; $SW\frac{1}{4}$; $W\frac{1}{2}$ $SE\frac{1}{4}$
- Section 14: All of Section, except $NE\frac{1}{4}$ $NE\frac{1}{4}$ thereof.
- Section 15: $E\frac{1}{2}$ $NE\frac{1}{4}$
- Section 17: $NW\frac{1}{4}$ $NE\frac{1}{4}$; $S\frac{1}{2}$ $NE\frac{1}{4}$; $NW\frac{1}{4}$; $NW\frac{1}{4}$ $SW\frac{1}{4}$, except that
portion thereof lying in the bed of the Nooksack
River.
- Section 18: Government Lots 2, 3 and 4; $SW\frac{1}{4}$ $NE\frac{1}{4}$; $SE\frac{1}{4}$ $NW\frac{1}{4}$; $E\frac{1}{2}$
 $SW\frac{1}{4}$; $W\frac{1}{2}$ $SE\frac{1}{4}$; except that portion lying in the bed of
the Nooksack River.
- Section 19: Government Lots 4 and 5; except that portion of
Government Lot 4 more particularly described as
follows:

Beginning at the Southwest corner of said Lot 4,
which point is also the Southwest section corner of
said Section 19, running thence East along the South
line of said Section 19, a distance of 500 feet, thence
Northerly and parallel to the West line of said Section
19, a distance of 500 feet, thence Westerly and
parallel to the South line of said Section 19, a
distance of 500 feet more or less to the West line of
said Section 19, thence South along West line of said
Section 19 to the point of beginning.
- Section 23: $NW\frac{1}{4}$; $NW\frac{1}{4}$ $SW\frac{1}{4}$; Government Lots 1, 2, 3 and 4

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EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 36 NORTH, RANGE 8 EAST W.M.

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 20: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$

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EXHIBIT "B"

Permitted Liens

A. All building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders, or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property, including, without limitation, the rights of the state, any Indian Tribe and the United States of America in and to the Property (including, without limitation, riparian rights and navigational servitude);

B. All easements, rights-of-way, covenants, conditions, restrictions, reservations, licenses, agreements and other similar matters granted in the usual course of business;

C. All encroachments, overlaps, boundary line disputes, shortages in area, drainage and other easements, cemeteries and burial grounds and other similar matters not of record which would be disclosed by an accurate survey or inspection of the Property;

D. All electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines and similar facilities now located on, over or under the Property, and all licenses, easements, slope rights, rights-of-way and other similar agreements relating thereto granted in the usual course of business;

E. All existing public and private roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way affecting the Property;

F. All minerals of whatever kind and character, including, without limitation, all coal, iron ore, oil, gas, sulfur, methane gas in coal seams, limestone, stone, gravel and other minerals, metals and ores located on, in or under each parcel of the Property and all rights with respect to the mining, extraction and removal of the minerals so located, which have heretofore been granted or leased to, or excepted or reserved by persons or entitles other than Grantor, and which do not have a material, adverse effect upon the operation of the surface of the Property for commercial forestry and timberlands purposes;

G. All existing leases, licenses and other agreements, if any, for roads and research, bridges, boat ramps, wood yards, hunting and fishing (including cabins and camps relating thereto) and other residential and recreational purposes, whether or not of record;

H. Timber cutting and hauling contracts and timber sales agreements and similar agreements, entered into in the ordinary course of business.

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I. Any loss or claim that may arise by reason of or in connection with any indefiniteness or uncertainty in the legal descriptions of the Property; and

J. General real estate taxes, special assessments, or other levies assessed against the Property, not then due and payable.

PERMITTED LIENS
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