



200903180036

Skagit County Auditor

3/18/2009 Page

1 of

34 11:11AM

STATEMENT OF MINERAL CLAIM

Name and Return Address Kimberly-Clark Corporation Attn: Drew Alexandrou 351 Phelps Drive Irving, Texas 75038	BY THIS INSTRUMENT, CLAIMANT, whose name is: Kimberly-Clark Corporation, a Delaware Corporation successor-in-interest to Scott Paper Company, a Pennsylvania corporation with offices in Neenah, Wisconsin
Claims to be the owner of the "Mineral Estate" as described in the Bargain and Sale Deed recorded as detailed herein, and as such owner desires to preserve such interest and does not intend to abandon same.	
The "Mineral Estate" in the following described real estate in _____ N/A Skagit County, State of Washington: Parcel Identification Number (PIN)	
LEGAL: Township 33N, 34N, 35N, 36N	
** SEE ATTACHED 20 PAGE(S) OF LEGAL DESCRIPTIONS AS EXHIBIT A IDENTIFYING THE PARCELS OF LAND ON WHICH OWNER RESERVED THE "MINERAL ESTATE", SAVE AND EXCEPT PREVIOUSLY CONVEYED PARCELS OF LAND BY OWNER BY QUIT CLAIM DEEDS INCLUDING, WITHOUT LIMITATION, THOSE QUIT CLAIM DEEDS MORE PARTICULARLY DESCRIBED AS EXHIBIT B1, B2, B3.	
Document No. 8907070041, Volume 827 Page 223-242 of the instrument recorded on July 7, 1989 created the interest in the "Mineral Estate".	
Dated this <u>12</u> day of March, 2009.	
Signature <u>Leonard J. Anderson</u>	
* <u>Leonard J. Anderson, Director - Real Estate Services</u>	
AUTHENTICATION or ACKNOWLEDGEMENT:	
The above named person(s) personally came before me on (date) <u>March 12, 2009</u>	
Signature of notary or other person authorized to administer an oath (as per 706.06, 706.07) <u>Jean Harmon</u>	
State of <u>Georgia</u> , County of <u>Cobb</u> . Print or type name <u>Jean Harmon</u>	
Title <u>Administrative Assistant</u> Date my commission Expires <u>May 23, 2011</u>	
This instrument was drafted by: <u>Drew Alexandrou, Kimberly-Clark Corporation</u>	

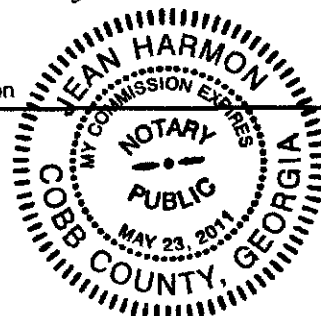


Exhibit A

Letter to:
STEWART TITLE COMPANY
1000 - 2nd Ave. Ste. #1300
Seattle, WA 98104
40007217

2950
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

JUL 7 1989

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

LAND TITLE COMPANY OF SKAGIT COUNTY

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

89 JUL -7 P1:02

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BARGAIN AND SALE DEED

REQUEST 0,...

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

8907070041



200903180036

Skagit County Auditor

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

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-2-



200903180036

Skagit County Auditor

3/18/2009 Page 3 of 34 11:11AM

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

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-3-



200903180036
Skagit County Auditor

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

8907070041

-4



200903180036

Skagit County Auditor

6

no. Q-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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-5-



200903180036
Skagit County Auditor

State of *Oregon*)
County of *Multnomah*) ss.
)

On this *1st* day of *June*, 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.

William H. Paul

NOTARY PUBLIC in and for the
State of *Oregon*

My Commission Expires 1/11/91



200903180036
Skagit County Auditor

3/18/2009 Page 7 of 34 11:11AM

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EXHIBIT A

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200903180036
Skagit County Auditor

3/18/2009 Page 8 of 34 11:11AM

8907070041

Page 1 of 14

VOL 827 PAGE 229

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 $\frac{1}{4}$

8907070041

Page 3 of



200903180036

Skagit County Auditor

3/18/2009 Page

10 of

34 11:11AM

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.

8907070041

Page 4



200903180036
Skagit County Auditor

3/18/2009 Page 11 of 34 11:11AM

EXHIBIT A

SKAGIT COUNTY, WASHINGTON

TOWNSHIP 35 NORTH, RANGE 6 EAST W.M.

Section 12:

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

8907070041

Page



200903180036

Skagit County Auditor

3/18/2009 Page 12 of 34 11:11AM

33

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

8907070041

Page 7 of :



200903180036
Skagit County Auditor

3/18/2009 Page 14 of 34 11:11AM

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.

8907070041

Page 8



200903180036
Skagit County Auditor

6

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.

8907070041

Page 9 of 14



200903180036
Skagit County Auditor

3/18/2009 Page 16 of 34 11:11AM

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 $\frac{1}{4}$

8907070041

Page 10 of 14



200903180036
Skagit County Auditor

3/18/2009 Page 17 of 34 11:11AM

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 $\frac{1}{4}$

8907070041



200903180036

Skagit County Auditor

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 $\frac{1}{2}$ 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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8907070041

Page 14 of



200903180036
Skagit County Auditor

3/18/2009 Page 21 of 34 11:11AM

Exhibit B1

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QUIT CLAIM DEED

THE GRANTOR, SCOTT PAPER COMPANY, a Pennsylvania corporation, for good and valuable consideration, conveys and quit claims to CROWN PACIFIC, LTD., an Oregon corporation, all of its right, title and interest in the real estate described in the attached Exhibit A, County of Skagit, State of Washington, except for its right and interests under that certain Wood Fiber Supply Agreement between Grantor and Grantee, a memorandum of which is recorded under Skagit County Auditor's File No. 8907070047.

DATED this 11th day of December, 1989.

SCOTT PAPER COMPANY

By

Edward B. R. f

50%

Vice President
& Controller

Attest:

Aime M. K. K. K.
Assistant Secretary



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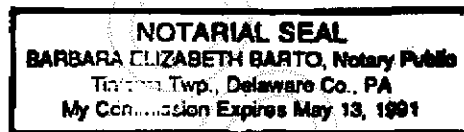
Skagit County Auditor

Commonwealth of Pennsylvania)
County of Delaware) ss:
)

On this 11th day of December, 1989, before me, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, duly commissioned and sworn, personally appeared Edward B. Barty and James M. Kinsella, to me known to be the Vice President & Controller and Assistant Secretary respectively of Scott Paper Company, the Corporation that executed the foregoing instrument, and acknowledged the 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 are authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Barbara Elizabeth Barto



200903180036
Skagit County Auditor

The Southwest $\frac{1}{4}$ of Section 26, Township 36 North, Range 4 East, W.M., EXCEPT that portion lying Northeasterly of the Samish River as it presently exists.

Situate in the County of Skagit, State of Washington.

The Southeast $\frac{1}{4}$, EXCEPT that portion lying Northeasterly of the centerline of the Samish River, all in Section 27, Township 36 North, Range 4 East, W.M.

Situate in the County of Skagit, State of Washington.

The Northeast $\frac{1}{4}$; the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 36 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, in Section 35, Township 36 North, Range 4 East, W.M..

Situate in the County of Skagit, State of Washington.



200903180036
Skagit County Auditor

SCOTT

December 18, 1991

Overnite Mail

Mr. Roger L. Krage
General Counsel
Crown Pacific, Ltd.
121 S.W. Morrison Street
Suite 900
Portland OR 97204


RE: River Network Land Purchase from Crown Pacific, Ltd.

Dear Roger:

In accordance with Ms. Sandford's letter to Jerry Wilson at Scott-Everett dated December 2, 1991, enclosed is a Quit Claim Deed executed by an officer of Scott Paper Company and Three Rivers Timber Company in connection with the purchase of parcels River Network is simultaneously buying from Crown and selling to the U.S. Forest Service.

After the document has been recorded, it would be appreciated if you would provide us with the recording information. Please contact Steve McLamb or myself if there are any questions.

Very truly yours,


Irene M. Kisleiko
Senior Paralegal

/imk
Enclosure

CC: S. D. McLamb, Esq.
J. Wilson - Scott, Everett (via fax)

[krage.ltr]



QUIT CLAIM DEED

THE GRANTORS, SCOTT PAPER COMPANY, a Pennsylvania corporation, and THREE RIVERS TIMBER COMPANY, a Washington corporation, for good and valuable consideration, convey and quit claim to GRANTEE, CROWN PACIFIC LTD., an Oregon corporation, all of their right, title and interest in the real estate described in the attached Exhibit A, County of Skagit, State of Washington, except for Grantor's rights under that Hydroelectric Project Site Easement Reservation described in the Bargain and Sale Deed between Grantor (Scott) and Grantee recorded in the Skagit County Auditor's Office under Auditor's File No. 8907070037.

DATED this 18th day of December, 1991.

SCOTT PAPER COMPANY

By *[Signature]* ^{SDM}
Senior Vice President and
Chief Financial Officer

ATTEST:

Aime M. Kislechko
Assistant Secretary

THREE RIVERS TIMBER COMPANY

By *[Signature]* ^{SDM}
Vice President

ATTEST:

Aime M. Kislechko
Assistant Secretary



200903180036
Skagit County Auditor

Commonwealth of Pennsylvania)
) ss:
County of Delaware)

On this 14 day of December 1991, before me, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, duly commissioned and sworn, appeared Ashok N. Bakhru and Irene M. Kisleiko, to me known to be the Senior Vice President and Chief Financial Officer and Assistant Secretary, respectively, of Scott Paper Company, the corporation that executed the foregoing instrument, and acknowledged that such instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the foregoing instrument and the seal affixed is the corporate seal of the Company.

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

Barbara E. Barto

NOTARIAL SEAL
BARBARA E. BARTO, Notary Public
Tinticum Twp., Delaware County
My Commission Expires May 13, 1995

Commonwealth of Pennsylvania)
) ss:
County of Delaware)

On this 18th day of December 1991, before me, the undersigned, a Notary Public in and for the Commonwealth of Pennsylvania, duly commissioned and sworn, appeared Ashok N. Bakhru and Irene M. Kisleiko, to me known to be the Vice President and Assistant Secretary, respectively, of Three Rivers Timber Company, the corporation that executed the foregoing instrument, and acknowledged that such instrument is the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the foregoing instrument and the seal affixed is the corporate seal of the Company.

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

Barbara E. Barto

NOTARIAL SEAL
BARBARA E. BARTO, Notary Public
Tinticum Twp., Delaware County
My Commission Expires May 13, 1995



200903180036
Skagit County Auditor

Exhibit A

DESCRIPTION:

PARCEL "A":

That portion of Government Lots 1 and 7 in Section 6, Township 33 North, Range 10 East, W.M. lying Westerly of the East Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of Government Lot 4, the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying North and East of Concrete-Sauk Valley Road all in Section 2, Township 34 North, Range 9 East, W.M., EXCEPT that portion conveyed to School District No. 79 by instrument recorded under Auditor's File No. 116120 of Skagit County, Washington.

ALSO, the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and that portion of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 11, Township 34 North, Range 9 East, W.M., lying Easterly of Sauk Valley Road.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

Tract 1: That portion of Government Lots 1, 6, 7 and 12 lying Westerly of the East Sauk Valley Road;

ALSO, the East 200' (as measured at right angles to the thread of the Sauk River) of Government Lots 8 and 11 of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, EXCEPT that portion conveyed to Skagit County by deeds recorded October 10, 1955 and March 19, 1956, under Auditor's File Nos. 525562 and 533139, all in Section 30, Township 34 North, Range 10 East, W.M.

Tract 2: That portion of Government Lots 1, 6 and 12 lying Westerly of East Sauk Valley Road; also the East 200' (as measured at right angles to the thread of the Sauk River) of Government Lots 2, 5, 7, 8 and 11; all in Section 31, Township 34 North, Range 10 East, W.M.

Tract 3: That portion of Government Lots 1, 2 and 3 lying Westerly of East Sauk Valley Road in Section 32, Township 34 North, Range 10 East, W.M.

Situate in the County of Skagit, State of Washington.



200903180036
Skagit County Auditor

DESCRIPTION CONTINUED:

PARCEL "D":

That portion of Government Lots 1 and 2, Section 23, Township 35 North, Range 8 East, W.M., lying Easterly of the concrete Sauk Valley Road as conveyed to Skagit County by deed recorded June 25, 1952, under Auditor's File No. 476827.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

Government Lots 9 through 12, inclusive, Section 24, Township 35 North, Range 8 East, W.M. EXCEPT road AND EXCEPT that portion conveyed to Skagit County by deed recorded May 14, 1951, under Auditor's File No. 460833.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 17, and of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, lying Southerly of State Highway 20 (formerly State Highway 17A);

ALSO, Government Lot 1, EXCEPT that portion conveyed to the Seattle and Northern Railway Company by instrument recorded in Volume 40 of Deeds, page 304, in Section 19;

All in Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "G":

That portion of Government Lots 2 and 3 and of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, lying Easterly of the County Road known as Skagit Ridge Road, all in Section 33, Township 35 North, Range 9 East, W.M.

Situate in the County of Skagit, State of Washington.



200903180036
Skagit County Auditor

DESCRIPTION CONTINUED:

PARCEL "H":

Government Lot 2 of Section 28, Township 36 North, Range 11 East, W.M.

EXCEPT that portion thereof described as follows:

Beginning at a point 50 rods East of the Northwest corner of Section 28, Township 36 North, Range 11 East, W.M.;
thence South 30 rods;
thence due East to the East line of Government Lot 2 of said Section 28;
thence North to Skagit River;
thence in a Northwesterly direction along the bank of Skagit River to the point of beginning,

ALSO EXCEPT road rights of way.

ALSO, Government Lot 1 in Section 29, Township 36 North, Range 11 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.

PARCEL "X":

Government Lot 4, Section 5, Township 35 North, Range 11 East, W.M., EXCEPT road rights of way.

Situate in the County of Skagit, State of Washington.



Exhibit B3

SCOTT
SCOTT WORLDWIDE

✓

July 17, 1991

200903180036
3/18/2009 3:11 PM

Mr. Roger L. Krage
General Counsel
Crown Pacific, Ltd.
121 S. W. Morrison Street, Suite 900
Portland, Oregon 97204

Dear Roger:

Please find enclosed a fully executed Quit Claim Deed as per the letter of request from the title company on behalf of Poeschel and Schultz which is also enclosed.

Should you have any questions, give me a call.

Sincerely,



J. L. Wilson
Timber Manager

JLW:cm
enclosures

cc: S. D. McLamb - Philadelphia
J. I. Short



200903180036
Skagit County Auditor

3/18/2009 Page 31 of 34 11:11AM



LAND TITLE COMPANY

"The home owned company"

P.O. Drawer 1225

Mount Vernon, Washington 98273

(206) 336-2158

June 12, 1991

Scott Paper Company
P.O. Box 925
Everett, WA 98206

Attn: Jerry Wilson

Dear Mr. Wilson,

At the request of Mr. Henry Campbell of Poeschel & Schultz and, based on his conversations with Jim Short, I enclose a Quit Claim Deed from Scott Paper Company to Crown Pacific Ltd.

This deed represents property that is a portion of the former Puget Sound & Baker River Railroad right of way that was inadvertently omitted from the original transaction.

I have prepared the legal descriptions myself based upon an examination I conducted last month and am confident they are correct and accurate.

I realize you have previously executed a Quit Claim Deed to Crown for Parcels "B" and "C" attached but I find them insufficient to describe all that you own. That deed is, as of this writing, unrecorded and I assume in Crown's possession. I would suggest that instrument be destroyed and the enclosed deed used in its stead.

Should you have any questions, please feel free to contact me.

Very truly yours,

LAND TITLE COMPANY OF SKAGIT COUNTY

BILL RONHAAR, Manager

BR/mkb

Enclosures



200903180036

Skagit County Auditor

3/18/2009 Page

32 of

34 11:11AM

Located at 601 South Second Street



**LAND TITLE
COMPANY**

THIS SPACE PROVIDED FOR RECORDER'S USE

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name Crown Pacific Ltd.

Address 121 S.W. Morrison St., Suite 900

City, State, Zip Portland, OR 97204

LPB-12

Quit Claim Deed

THE GRANTOR Scott Paper Company, a Pennsylvania Corporation

for and in consideration of conveyance of property inadvertently omitted from
prior conveyance
conveys and quit claims to Crown Pacific Ltd., a Oregon Corporation

the following described real estate, situated in the County of Skagit . State of Washington,
together with all after acquired title of the grantor(s) therein.

(See Schedule "A-1", attached.)



200903180036

Skagit County Auditor

3/18/2009 Page 33 of 34 11:11AM

Dated July 17, 1991

(Individual)

(Individual)

By

Timber Manager

By

STATE OF WASHINGTON

COUNTY OF

ss.

STATE OF WASHINGTON

COUNTY OF Snohomish

ss.

On this day personally appeared before me

On this 17th day of July, 1991

DESCRIPTION:

PARCEL "A":

That portion of the North 50 feet of Section 14, Township 35 North, Range 6 East, W.M., lying Easterly of the Northerly and Southerly extension of Highway Engineer's station F 731 + 65 as shown on that certain map of definite location now on record and on file in the office of the Director of Highways at Olympia and bearing date of approval September 24, 1963, revised April 28, 1964, EXCEPT that portion conveyed to Skagit County and/or the Town of Hamilton AND ALSO EXCEPT those portions conveyed to the State of Washington for state highway.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The North 50 feet of the West 924 feet and the North 75 feet of the East 924 feet of the West 1848 feet, all in the Northwest $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 East, W.M., ALSO that portion of the Northwest $\frac{1}{4}$ of Section 13, Township 35, Section 6 East, W.M., described as follows:

Beginning at a point on the North boundary line of said Section 13, 1848 feet East from the Northwest corner of said Section;
Thence East along said North boundary line 350 feet;
Thence in a Southwesterly direction to a point 75 feet South of the point of beginning;
Thence North 75 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That portion of the abandoned Puget Sound and Baker River Railroad Company's right-of-way as conveyed by deed recorded September 3, 1907 in Volume 68 of Deeds, pages 23 and 24, under Auditor's File No. 63854 and being 50 feet in width, 25 feet on each side of the centerline of said right-of-way across the Southwest $\frac{1}{4}$ of Section 12, Township 35 North, Range 6 East, W.M.

Situate in the County of Skagit, State of Washington.



200903180036
Skagit County Auditor