Until a change is requested, mail all tax statements to:
IP Timberlands Operating Company, Ltd.
P. O. Box 579
Longview, WA 98632

Skamania County

BARGAIN AND SALE DEED

The GRANTOR, INTERNATIONAL PAPER COMPANY, a New York Corporation, having its principal office at 77 West 45th Street, New York, New York 10036, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, BARGAINS, SELLS, and CONVEYS, subject to the terms and conditions hereinafter contained and set forth, to the GRANTEE, IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, having its principal office at 77 West 45th Street, New York, New York 10036, all of GRANTOR'S right, title and interest in and to the fee lands owned by GRANTOR and located in Skatania County, Washington.

ARTICLE I

yance of the fee lands made hereby the following:

- (i) All the minerals and mineral rights in, on or under the fee lands conveyed hereby as follows:
- (a) There is hereby reserved to GRANTOR, its successors and assigns, and excepted from this conveyance all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials,

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molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, kaolin, 🧀 other clays, sand, gravel, aggregate and other mined or quarried stone or rock materials, geothermal energy and all other mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above, presently owned by GRANTOR in, on or under any of the fee lands conveyed hereby, and all executive rights and other rights to execute leases presently owned or held by GRANTOR with respect to the interests of any other parties in any or all said minerals in, on or under any of the fee lands conveyed hereby, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to GRANTOR. In connection ... with the use of the surface of said lands for oil, gas and mineral operations by GRANTOR, its lessees, agents, successors and assigns, the provisions set forth and contained in Exhibit "A" attached hereto and made a part hereof for all purposes shall govern and control the rights of GRANTOR as mineral owner and GRANTEE as surface owner.

(b) The fee lands conveyed hereby, or portions thereof, may presently be subject to several oil and gas leases and other mineral leases or agreements. The foregoing mineral reservation is made without prajudice to any rights, privileges or obligations provided under such leases or agreements in effect on the date of this conveyance, but covers, includes and reserves to GRANTOR, its successors and assigns, all of the rentals, royalties and other lease payments attributable to oil, gas and/or other

minerals produced and saved therefrom for so long as such leases or agreements remain in force, including any extensions thereof hereafter granted by GRANTOR. GRANTEE shall succeed hereunder to all of the rights and benefits provided to the surface owner in each of such leases or agreements for the protection of the surface during mineral operations conducted there under. Upon the expiration, termination or forfeiture of any of such leases or agreements, the mineral interest previously covered by such lease or agreement shall continue to be owned by GRANTOR as an unleased mineral interest, it being the intention of the parties that GRANTOR not convey any minerals or mineral interests in, on or under the fee lands to GRANTEE presently or in the future.

Such fee lands conveyed hereby, SAVE and EXCEPT the minerals and the other rights described in subparagraph (i) above, are herein collectively referred to as the "Timberlands".

The Timberlands are herein conveyed by GRANTOR, and accepted by GRANTEE subject to the following:

- (1) all presently existing easements, rights-of-way, flowage rights, restrictions, servitudes, cemeteries, campsites, hunting or other leases, licenses, permits, and other undertakings or encumbrances of any kind or nature, whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said lands;
- (2) any presently existing conditions or state of facts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims;

- (3) all valid and existing cutting rights set forth in timber deeds and timber contracts affecting said lands heretofore entered into between GRANTOR and other parties; and
- (4) the lien for current ad valorem taxes, which shall be prorated as of the date of this conveyance and paid by the parties.

ARTICLE II

SECTION 2.1 The conveyance of the Timberlands herein by GRANTOR to GRANTEE is made without any warranty of title of any kind, express or implied, and without any recourse against GRANTOR in the event of any failure of title, except that GRANTOR warrants title to the Timberlands against acts or conveyances by GRANTOR after the date of this conveyance, and the conveyance is made with full substitution and subrogation of GRANTEE in and to all covenants and warranties of title by others heretofore given or made with respect to the Timberlands or any part thereof.

SECTION 2.2 GRANTEE shall be responsible for and shall pay any applicable transfer taxes or similar fees that may be incurred in connection with the conveyance by GRANTOR to GRANTEE of the Timberlands pursuant to this Agreement.

Dated: March 14, 1985

ATTEST:

INTERNATIONAL PAPER COMPANY

Vice-President

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COUNTY OF New York) ss

On this day of Accember, 1985, before me, the undersigned Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared to me known to be the Acceptant and Assistant Secretary, respectively, of INTERNATIONAL PAPER COMPANY, a New York Corporation, 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 said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State
of residing at

PUBLIC, Cale of New York Pla. 31-477460 et In Proceedings County

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EXHIBIT "A"

The following provisions shall govern and control the rights of Vendor as mineral owner, and Vendee as surface owner, of the fee lands included in the Timberlands in connection with the use of the surface of said land for oil, gas and mineral operation by Vendor, its lessees, agents, successors and assigns subsequent to the date hereof, unless and until modified or amended by written instrument signed by the parties referring hereto. For all purposes of this Exhibit "A", Vendor, its lessees, agents, successors and assigns, as mineral owners, shall be referred to as "Grantor"; Vendee, their lessees, successors and assigns, as surface.owners shall be referred to as "Grantee"; and the fee lands included in the Timberlands as to which Vendor has excepted and reserved oil, gas and all other minerals and mineral rights pursuant to Section 1.1 (i) of this sale shall be referred to as the "Mineral Premises".

A. Provisions Applicable to Operations for Oil, Gas, Associated
Hydrocarbons and Other Minerals to be Produced by the Drilling of Wells (such
Minerals being hereinafter called "oil and gas").

Grantor will conduct oil and gas operations on the Mineral Premises so as not to interfere unreasonably with Grantee in the operation of its timber business, and will give advance written notice to Grantee from time to time of all oil and gas operations to be conducted on the Mineral Premises as follows:

(1) at least fifteen (15) days' notice prior to commencement of seismograph or exploratory operations other than drilling hereunder, and (2) at least

thirty (30) days' notice prior to construction of any road or pipeline or the commencement of oil and gas operations in or about any drilling site. Each such notice shall contain a map or plat showing the location on the Mineral Premises of the oil and gas operations to be conducted, a full description of such oil and gas operations, a description of any timber which must be cut and removed from the Mineral Premises in connection therewith, and a timetable showing the anticipated dates on which such oil and gas operations are expected to commence and be concluded.

Grantor will obtain Grantee's approval (which shall not be unreasonably delayed or withheld) of the location of all roads and pipelines to be constructed on the Mineral Premises. Grantor will build and use only such roads as are reasonably necessary to conduct oil and gas operations on the Mineral Premises. Grantee and its employees, agents, servants, contractors and assigns shall have the right in common with Grantor to use any such roads in such manner as not to interfere unreasonably with Grantor's oil and gas operations Grantor shall have the right to use all roads and rights-of-way owned by Grantee on the Mineral Premises or on adjacent or nearby lands (but Grantor shall not interfere unreasonably with Grantee's use on such adjacent or nearby lands), in connection with oil and gas operations on the Mineral Premises. All roads constructed by Grantor shall become the property of Grantee; except, however, that Grantee reserves the option and privilege of requiring that all or any lands covered by said roads be reclaimed and restored as nearly as practical to their original condition upon cessation of oil and gas operations. Grantor will provide at Grantor's expense all necessary protective measures to prevent any loss of damage to the property of Grantee on account of any oil and gas operations by Grantor on the Mineral Premises, including protection for

11

pipelines, power lines and telephone lines. Unless first consented to in writing by Grantee, no well shall be drilled nearer than two hundred (200) feet to any structure now or hereafter placed on the Mineral Premises. When requested by Grantee, Grantor will bury pipelines to below ordinary plow depth, or to such greater depth as Grantee deems necessary for its timber operations, but not to exceed three (3) feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline.

All oil and gas operations shall be subject to and conducted in full compliance with all applicable laws, rules, regulations and orders of any governmental agency having jurisdiction over the Mineral Premises, including, but not limited to, those laws, rules, regulations and orders for protection of the environment, protection of water pollution, and prevention and suppression of forest fires. Grantor shall use reasonable care to protect and prevent the Mineral Premises from being contaminated or damaged by dangerous minerals or poisonous elements in such manner as may be required by governmental regulations, but in the absence of such regulations, by disposing of such substances in accordance with good oil and gas practices.

Grantor shall have the free use of both surface and underground water from the Mineral Premises for oil and gas operations on the Mineral Premises, except that Grantor shall not have the right to use water from wells, tanks, creeks or reservoirs now controlled or hereafter drilled or constructed by Grantee on the Mineral Premises, unless Grantee shall consent in writing to allow Grantor use of water from such sources. However, Grantor shall have the

right to drill and complete as many water wells on the Mineral Premises as

Grantor may deem necessary for use in its oil and gas operations, and Grantor

agrees that after cessation of its use of any water wells drilled by Grantor

on the Mineral Premises and prior to plugging or removing the casing there
from, it will tender such well or wells to Grantee. If Grantee elects to

accept same, such water well or wells shall be and become the property of

Grantee without payment or consideration therefor, and Grantee shall assume

all obligations to regulatory authority for the proper plugging and abandoning

of such wells. If Grantee elects not to accept such well or wells, Grantor

shall have the right to remove the casing, if it so desires, from such well

or wells, and shall properly plug and abandon all wells not taken over by Grantee.

out of Grantor's oil and gas operations on the Mineral Premises in accordance with the provisions of Section C hereof. Pits and excavations made during drilling operations will be filled by Grantor and the surface restored, as nearly as reasonably possible, to its original condition upon completion of drilling operations at each drilling site; and if Grantor shall fail to do so, the cost to Grantee for such filling and restoration shall be paid to Grantee by Grantor.

B. Provisions Applicable to Operations for Minerals to be Mined by Underground Mine Shafts or by Open Pit, Strip or Surface Methods (such Minerals being hereinafter called "hardrock minerals").

Grantor shall give advance written notice to Grantee from time to time of all hardrock mineral operations to be conducted on the Mineral Premises as

follows: (1) at least three (3) days' notice prior to commencement of environmental studies, surveys or general reconnaissance work on the Mineral Premises which will not require offroad vehicles and will not result in damage to any timber, (2) at least fifteen (15) days' notice prior to commencement of any core drilling along roads and clearings or seismic or other geophysical activities anywhere on the Mineral Premises, and (3) at least thirty (30) days' notice prior to commencement of all other explorations or development operations for hardrock minerals on the Mineral Premises, including, but not limited to, all core drilling otherwise than along roads and clearings, building of roads and structures and all other explorations and development activities conducted in preparation for actual mining operations for recovery of hardrock minerals on the Mineral Premises. Each such notice shall contain a map or plat showing the location on the Mineral Premises of the hardrock mineral operations to be conducted, a full description of such hardrock mineral operations, a description of any timber which must be cut and removed from the Mineral Premises in connection therewith, and a timetable showing the anticipated dates on which such hardrock mineral operations are expected to commence and be concluded.

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Crantor shall also give Grantee at least twelve (12) months' notice prior to commencement of actual mining operations for recovery of hardrock minerals on the Mineral Premises, which notice shall designate on a map or plat the portions of the Mineral Premises which will be mined or used in mining operations for the twelve (12) month period after actual mining operations are commenced. Grantor shall give Grantee like notices at least twelve (12) months in advance of the actual mining operations for recovery of hardrock minerals to be conducted on any other portion of the Mineral Premises in each succeeding twelve (12) month period.

All operations for hardrock minerals shall be subject to and conducted, in full compliance with all applicable laws, rules, regulations and orders of any governmental agency having jurisdiction over the Mineral Premises, including, but not limited to, those laws, rules, regulations and orders for protection of the environment, prevention of water pollution, reclamation of the mined land, and prevention and suppression of forest fires. Grantor shall use reasonable care to protect and prevent the Mineral Premises from being contaminated or damaged by dangerous minerals or poisonous elements in such manner as may be required by governmental regulations, but in the absence of such regulations, by disposing of such substances in accordance with good mining practices. When requested by Grantee, Grantor will bury any pipelines to below ordinary plow depth, or to such greater depth as Grantee deems necessary for its timber operations, but not to exceed three (3) feet. All buried pipelines will be marked at road crossings and enclosed in casings with sufficient strength to permit the passing of heavy equipment over the road without damage to the pipeline. Grantor shall pay Grantee for all surface damages caused by or arising out of Grantor's hardrock mineral operations on the Mineral Premises in accordance with the provisions of Section C hereof.

Crantor shall have the free use of both surface and underground water from the Mineral Premises for all mining operations and for restoration and reclamation of the Mineral Premises, except that Grantor shall not have the right to use water from the Mineral Premises for purposes of processing or transporting of hardrock minerals or to use water from wells, tanks, creeks or reservoirs now controlled or hereafter drilled or constructed by Grantee, unless Grantee shall consent in writing to allow Grantor use of water for such purposes or from such sources. However, Grantor shall have the right to drill and complete as many wells and build as many dams, ponds and lakes on the Mineral Premises as Grantor

may deem necessary for use in its mining operations (except for purposes of processing or transporting unless Grantee's consent thereto has been obtained), and Grantor agrees that after cessation of its use of any water wells drilled by Grantor on the Mineral Premises and prior to plugging or removing the casing therefrom, it will tender such well or wells to Grantee. If Grantee elects to accept same, such water wells shall be and become the property of Grantee without payment or consideration therefor, and Grantee shall assume all obligations to regulatory authorities for the proper plugging and abandoning of such wells. If Grantee elects not to accept such well or wells, Grantor shall have the right to remove the casing, if it so desires, from such well or wells, and shall properly plug and abandon all wells not taken over by Grantee.

Prior to commencement of actual mining operations for recovery of hardrock minerals on the Mineral Premises, Grantor shall consult with Grantee regarding the mining and reclamation of that part of the Mineral Premises on which mining operations are to be conducted and shall submit its proposed mining and reclamation plan to Grantee in the form required by applicable laws, rules, regulations or orders of any governmental authority having jurisdiction over reclamation of mined lands. Grantee shall have the right for sixty (60) days after submission to propose changes or additions to Grantor's plan. Grantee agrees to bear any additional reclamation costs resulting from changes or additions to the reclamation plan requested by Grantee and accepted by Grantor in excess of reclamation costs necessary to restore and reclaim that part of the Mineral Premises in accordance with applicable law or regulatory approval process. In the event Grantee fails to notify Grantor within the sixty (60) day period of any comments, changes or

additions to the proposed plan, Grantor shall nevertheless be entitled to proceed with the submission of its plan to the appropriate governmental authority at the end of such period.

Except for overburden storage as specified in the approved mine plan, upon completion of mining operations on any part of the Mineral Premises, Grantor shall begin restoration of the surface of such part of the Mineral Premises as soon as reasonably practical and shall complete such surface restoration within the time required by Grantor's approved reclamation plan, unless Grantee consents to a longer period consistent with the needs of Grantor's reclamation plan, which consent shall not be unreasonably withheld. Consistent with all laws, rules, regulations and orders of governmental authorities having jurisdiction over reclamation of mined lands, Grantor will repair all damage to the surface of the Mineral Premises caused by facilities placed upon them or within them and all damage caused by mining operations thereon, and Grantor will further restore that part of the Mineral Premises as near as reasonably practical to its original state and condition of productivity for timber growing that existed prior to the conduct of mining operations. Grantor agrees that Grantee shall have the prior right by election within sixty (60) days after notice from Grantor to conduct replanting operations at Grantor's expense on that part of the Mineral Premises with commercial timber seedlings as required by Grantor's reclamation plan approved by appropriate governmental authorities, upon the same terms and conditions and at the best competitive bid price received by Grantor from a qualified third party contractor. From and after the time Grantee either accepts that part of the Mineral Premises as reclaimed and replanted by Grantor or commences its own replanting operations as provided, above, Grantee shall regain control of the Mineral Premises so reclaimed and replanted without further interference from Grantor's mining operations on such Mineral Premises, except such as may be required by law.

In the event Grantor engages in surface mining operations, Grantor shall stabilize and protect all overburden removed from and/or replaced in the Mineral Premises and any hardrock minerals stores thereon so as to prevent crosion and protect the environment. Grantor will build and use only such roads as are reasonably necessary to conduct hardrock mineral operations on the Mineral Premises. Grantee and its employees, agents, servants, contractors and assigns shall have the right in common with Grantor to use any such roads in such manner as not to interfere unreasonably with Grantor's hardrock mineral operations. Grantor shall have the right to use all roads and rights-of-way owned by Grantee on the Mineral Premises or on adjacent or nearby lands (but Grantor shall not interfere unreasonably with Grantee's use on such adjacent or nearby lands), in connection with mining operations on the Mineral Premises, provided that Grantor, at its sole cost, shall maintain in good condition and repair any damage caused to roads or rights-of-way so used by Grantor. All roads constructed by Grantor (except those lost in reclamation) shall become the property of Grantee; except, however, that Grantee reserves the option and privilege of requiring that all or any lands covered by said roads be reclaimed and restored as nearly as practical to their original condition upon cessation of hardrock mining operations. If Grantor finds it necessary to remove a monument of any sort marking a boundary line of lands owned by Grantee in order to carry out mining operations on any part of the Mineral Premises, Grantor shall replace any such monument upon reclamation of the Mineral Premises on which such monument was located.

C. Surface Damage Payments to Grantee.

During the applicable notice period provided for in Section A or Section B above, but not later than that designated date for commencement of operations specified in the notice, Grantee shall have the right at its own expense to remove any or all buildings, structures (including drainage structures), crops, timber (merchantable or pre-merchantable), pulpwood, sawlogs, trees, forest growth (standing, cut or fallen), roads or other surface improvements (herein collectively referred to as "Improvements"), if any, located on the portion of the Mineral Premises to be affected by the proposed operations. If Grantee fails, within the required period to remove any of the Improvements from the portion of the Mineral Premises designated in such notice, Grantor shall pay Grantee the fair market value (as of the time of commencement of Grantor's operations designated in such notice) of such Improvements, and upon making such payment to Grantee, the said Improvements shall then be solely owned by and deemed to be the property of Grantor to be disposed of or used in any method or manner deemed necessary or desirable by Grantor. If Grantee and Grantor fail to agree upon the fair market value of any such Improvements, such market value shall be determined by appraisal of such value by one mutually acceptable appraiser, or upon the failure of Grantee and Grantor to agree upon a single appraiser, by the agreement of any two (2) or three (3) competent, disinterested appraisers, one to be selected by Grantor, one by Grantee, and the third by the two thus selected. Such appraisal shall be completed if at all possible on or before the designated date for commencement of operations specified in the notice furnished to Grantee. All costs incurred in making any appraisal hereunder shall be shared equally by Grantee and Grantor. All damages provided in this paragraph to be paid for by Grantor shall be paid to Grantee

prior to the designated date for commencement of operations specified in the notice or within thirty (30) days after completion of the appraisal, whichever date is later.

In addition to any compensation to Grantee for damages to Improvements not removed by Grantee as provided for above, Grantor shall pay to Grantee for the loss by Grantee for timber growing purposes a single surface damage payment in advance equal to the then current market value of bare land for each acre of the Mineral Premises designated in the applicable notice to be used by Grantor in exploration or development operations requiring substantial use of the surface for any period in excess of one (1) year or to be used or mined by Grantor in actual drilling and production operations for oil and gas or actual mining operations for recovery of hardrock minerals. Upon making such single surface damage payment, Grantor shall have the free use of such Mineral Premises until they have been reclaimed and returned to Grantee for use as timber lands without further interference from Grantor's operations. If Grantor and Grantee fail to agree upon the amount of the single surface damage payment, which is to equal the then current market value of bare land, such amount shall be determined by appraisal of such value in the same manner as provided above for the determination of the market value of Improvements.

In the event Grantor performs, or causes to be performed, any seismic, core drilling or other exploratory operations on the Mineral Premises, Grantor shall pay Grantee for all shot holes, core holes and drill holes placed thereon at the rate of \$50 per hole for both seismic survey shot holes and conventional drilling, or \$500 per mile for "mini-hole" seismic programs. When Vibroseis equipment is used, Grantor will pay \$300 per mile. Grantor agrees to make

BOOK 85 PAGE 1/82

such payment promptly upon completion of such exploratory operations. Such payment shall be for minimum damages to the surface of the Mineral Premises and shall be in addition to any other damages due Grantee as provided above.

The payments provided for in this Section C shall be liquidated damages in full compensation to Grantee for all damages arising from using, occupying, or mining the surface of that portion of the Mineral Premises designated in the applicable notice to Grantee, and all Improvements located thereon. Any obligation of Grantor under this Section C shall be limited to and measured by Grantee's interest in the ownership of the surface of the Mineral Premises and the Improvements thereon, and if Grantee owns a lesser interest in the surface and/or Improvements thereon than the entire and undivided whole thereof, then any payments under this Section C shall be paid to Grantee only in the proportion which Grantee's interest bears to the entire and undivided surface estate or to Grantee's interest in said Improvements.

D. Taxes

Grantor shall be responsible for and shall pay any and all taxes that may be levied or assessed against Grantor's reserved minerals or mineral operations on the Mineral Premises, or any increase in property taxes payable by Grantee as a direct result of Grantor's operations on the Mineral Premises.





STATE OF VIASHINGTON

DEPARTMENT OF REVENUE

2 West 119, 81 (c) 300 Bix 767 (*) Amsterner Washington 98666 (*) (205) 696.6454

AFFIDAVIT

I, Evelyn Czapiewski, Regional Tax Discovery Officer of the Department of Revenue, Vancouver Regional Office, certify that on December 18, 1985 a sum of Seventy-two Thousand Twenty-four Dollars and No Cents was received from Eric Nichols of the IP Timberlands Operating Company, Ltd., Post Office Box 579, Longview, Washington, 98632, for the purpose of paying a tax on a conveyance of real estate property between (seller) International Paper Company and (buyer) IP Timberlands Operating Company, Ltd.

The receipt of this money is evident on Conveyance Tax Invoice Number 33772 dated December 18, 1985, copy attached with this affidavit and to said deeds for purpose of indicating that the conveyance tax was paid in full on the property pursuant to RCW 82.20. The following parcels are represented and amounts are shown on Attachment A.

Dated this 18th day of December 1985.

ouly M. Gariente Evelyn Czepiewski Regional Tax Discovery Officer

State of Washington SS. County of Clark

On this 18th day of December 1985, before me personally appeared Evelyn Czapiewski, to me known to be the Regional Tax Discovery Officer of the Department of Revenue of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of said Department of Revenue, for uses and purposes therein mentioned, and an oath stated that she was authorized to execute same.

Witness my hand and official seal affixed hereto the day and year-written

Notary Public in and for the State of Washington

Residing at Vancouver.

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STATE OF WASHINGTON

DEPARTMENT OF REVENUE

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December 18, 1985

ATTACHMENT A

CONVEYANCE TAX AFFIDAVIT

Property Location	Consideration	<u>X</u>	<u>Tax Rate</u>	Tax Due
Clark County	\$ 947,487.16		.00107	\$ 1,014.00
Cowlitz County	33,071,111.78	6	.00107	35,386.00
Lewis County	32,928,005.95	VI	.00107	35,233.00
Skamania County	291,798.58	\sim	.00107	312,00
Wahkiakum County	73,841.53		.00107	79.00
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Grand Total:	\$67,312,245.00		.00107	\$72,024.00



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