#### CONVEYANCE AND AGREEMENT

This Conveyance and Agreement dated January 15, 1968, is by and between Georgia-Pacific Corporation, a Georgia corporation with its principal offices in Portland, Oregon (hereinafter called "Grantor"), and Crown Zellerbach Corporation, a Nevada corporation with its principal office in San Francisco (hereinafter called "Crown");

#### WITNESSETH:

## PART I

Grantor, for a valuable consideration received, the sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Crown, its successors and assigns, all that real property, with the tenements, hereditaments and appurtenances thereto, situated in the counties of Columbia and Clatsop in the state of Oregon and in the counties of Cowlitz, Pacific, Skamania and Wahkiakum in the state of Washington, more fully described in Exhibit A attached hereto and incorporated herein, excepting therefrom the reservation unto Grantor, as a timber Production Payment, of an undivided ninety-five percent (95%) of the merchantable timber (whether standing or lying) which is harvested therefrom until, from the proceeds of such timber free of all cost and property taxes relating thereto, Grantor or its assigns shall have received an amount equal to the aggregate of the following:

- (a) The full net sum of Four Million, Five Hundred
  Thousand Dollars (\$4,500,000) (hereinafter called
  the "primary sum"); plus
- (b) An amount equal to interest at the rate of six and three quarters percent (6-3/4%) per annum on the unliquidated balance of the primary sum from the date of delivery hereof;







and such Production Payment shall be liquidated as hereinafter provided.

#### PART II

#### IT IS AGREED AS FOLLOWS:

- 1. (a) Crown shall promptly commence and carry on active logging operations to harvest the merchantable timber now standing or lying or which may hereafter stand or lie upon such real property (herein called "the Property") in an orderly and efficient manner with minimum damage to remaining standing timber and it shall pay all costs of such harvesting.
- (b) Crown shall harvest (including bucking and removing) from the Property at least an aggregate of thirty-three million (33,000,000) board feet (Scribner Decimal C) of logs (all species and grades included) during each calendar year, including 1968, until the reserved Production Payment is liquidated.
- 2. (a) Crown shall pay over to Grantor within fifty (50) days after each calendar quarter, Grantor's Production Payment interest in the proceeds of the timber harvested from the Property during such calendar quarter, free and clear of all costs and expenses.
- (b) The proceeds of the timber harvested from the Property, regardless of whether sold or consumed by Crown, shall be deemed for purposes of this instrument to be the fair market value of the stumpage of the harvested timber which is agreed to be Forty Dollars (\$40) per thousand board feet (Scribner Decimal C) of the harvested timber in the calendar quarter plus or minus the amount per thousand board feet of such harvested timber by which the weighted average of inland, water and export average sales prices (as such prices are published for Columbia River logs by the Industrial Forestry Association, or successor organization, in the Composite Sales Analysis for the Columbia River District, by species without regard to grade) for the

calendar quarter in which harvested is more or less than such average for the calendar year 1967 so weighted.

- (c) The actual proceeds received by Crown from the sale of any timber harvested from the Property shall constitute trust funds in the hands of Crown to the extent of Grantor's interest hereunder, to be applied toward Grantor's Production Payment under paragraph 2(a)
- 3. Crown will cause to be rendered and to be paid prior to delinquency, all taxes and assessments of every kind whatso-ever levied upon or assessed against the Property and the timber thereon or logs removed therefrom; provided, however, if Crown should fail to pay any of such taxes, Grantor shall be authorized, but not required to pay such taxes when delinquent and any amount so paid shall be payable by Crown to Grantor upon demand.
- Crown shall have the right to elect to harvest less than 33 million board feet of timber from the Property in any calendar year, by paying within fifty (50) days following the end of such year to Grantor an amount equal to the difference between the fair market value of the stumpage on thirty-three million board feet of timber (based upon the proportion of each species harvested from the Property in that calendar year or if no timber was cut in that year, in the prior calendar year) and the fair market value of the stumpage on the timber actually harvested during such year, as such fair market value is determined under paragraph 2(b) above, which payment shall be credited to the Production Payment; provided, however, that the aggregate proceeds under paragraph 2(b) from harvesting in excess of thirty-three million board feet per year in the previous calendar years, if any, shall be deemed part of the fair market value of the stumpage on the timber actually harvested in such year, but to the extent such excess is once so used it may not be so used in any subsequent year.

- 5. Crown will keep true and correct records and books covering its timber harvesting operations hereunder and render a report of such operations to Grantor covering the previous quarter when making payment under paragraph 2(a) excluding therefrom data as to the costs of such operations. Crown will permit Grantor and its accredited agents at all times to go upon and inspect the Property and during all reasonable hours to examine, audit, and make excerpts from any and all books and records of Crown pertaining to such timber harvesting operations.
- 6. (a) Grantor shall look solely to the timber which is harvested from the Property and the proceeds therefrom for the liquidation and satisfaction of the Production Payment and Crown shall never be personally liable for the liquidation and discharge thereof; provided, however, that nothing herein shall relieve Crown of its liability to respond in damages for any breach of any of the covenants, agreements, and obligations of Crown under this Conveyance and Agreement.
- Should Crown be in default of any obligation herein and such default continue for twenty (20) days after notice, Grantor, in addition to its right to seek damages therefor from Crown, shall thereupon have a continuing and absolute right, privilege and option (but shall be under no duty) until the Production Payment has been fully liquidated and discharged, to enter upon the Property to harvest the merchantable timber located thereon and to receive the proceeds thereof and to apply the same against the unliquidated portion of the Production Payment until the same is fully liquidated. The amount to be applied against such Production Payment shall be the actual gross proceeds received upon sale of the timber harvested less the reasonable costs to harvest and sell same. Grantor shall conduct such operations in an orderly and workmanlike manner and shall be liable for waste or negligence with respect to its operations. Should Grantor so enter upon such property for timber harvesting operations, it hereby indemnifies and

holds Crown harmless from any and all damages, claims, expenses, liabilities or losses arising therefrom.

- 7. Crown shall have the right at any time to pay to Grantor a sum of money equal to the remaining unliquidated amount of the reserved Production Payment for credit against the Production Payment.
- 8. When the full amount of the Production Payment has been received by Grantor, then the Production Payment and all other rights, titles, interest, powers, and privileges herein reserved to Grantor shall forthwith terminate without further act or deeds and be vested in Crown and the covenants of Crown herein shall thereupon terminate. In such event Grantor agrees to execute and deliver all appropriate instruments requested by Crown.
- 9. (a) Except where herein otherwise expressly provided, Crown shall have the exclusive right to determine the extent and manner of timber harvesting hereunder and the disposition and marketing, if any, of the logs derived therefrom;
- (b) Crown will keep the Property free from any and all encumbrances or liens;
- (c) Crown will comply with all laws and regulations applicable to its above described operations upon the Property and will conduct such operations with extreme care to avoid creating fire hazards and to prevent the start or spread of fires thereon.
- 10. Any notice, request or report which may be required to be given to or served upon any party hereto shall be deemed sufficiently given or served if in writing and delivered to an officer of such party, or deposited in the United States Mail in a sealed envelope, registered or certified, with postage prepaid addressed to such party at its principal office.
- 11. Grantor warrants and covenants that at the delivery hereof

it is lawfully seized in fee simple of the real property described in the attached Exhibit A, including all timber thereon, that it has the legal right and authority to execute and deliver this Conveyance and Agreement and that such property is free from all encumbrances except those appearing in said Exhibit A and the lien of current real property taxes. Grantor covenants that it and its successors and assigns shall forever warrant and defend said real property hereby conveyed to Crown and its assigns, and every part and parcel thereof, against the claims and demands of all persons whomsoever.

12. All of the terms, provisions, covenants and agreements herein contained shall extend to and shall be binding upon the parties hereto, their successors and assigns but no conveyance or assignment by Crown of the whole or any part of its interest in the Property shall relieve it of its obligation hereunder, except as specifically consented to in writing by Grantor; the benefit of all covenants and agreements herein made by Crown and all rights, powers, and privileges herein reserved to or conferred upon Grantor shall run with the ownership of the Production Payment.

The true and actual consideration for this transfer is Two Million, Two Hundred Fifty Thousand Dollars (\$2,250,000).

IN WITNESS WHEREOF, the parties have caused this Conveyance and Agreement to be duly executed and delivered at 2:00 p.m. this 15<sup>HI</sup> day of January, 1968.

Grantor

CROWN ZELLERBACH CORPORATION

Vice President

JAN1 9 1968

Amount Paid /// Skemanie County Freesures

Attach corporate acknowledgments/

STATE OF OREGON )

ss.
County of Multnomah )

On this 15th day of January, 1968, before me the undersigned, a Notary Public in and for said County and State, personally appeared G. Gray Evans, known to me to be the Vice President of Georgia-Pacific Corporation, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

Floreine M. Hall

Notary Public in and for said

County and State.

My commission expires: 4-25-71



STATE OF OREGON )

County of Multnomah

On this 15th day of January, 1968, before me the undersigned, a Notary Public in and for said County and State, personally appeared Clarence Richen, known to me to be the Vice President of Crown Zellerbach Corporation, the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and Official Seal,

Notary Public in and for said

County and State.

My commission expires: 4-25-7/



All the following described real property in the COUNTY OF CLATSOP, STATE OF OREGON:

Parcel No. 1: Lots 21 and 22, Section 1; Lot 23, Section 2; Lots 1, 2, 7, 8, and 10, Section 11; and Lots 5, 6, 7, 8, and 9, Section 12; All in Township 4 North, Range 8 West of Willamette Meridian.

Parcel No. 2: The Northeast one-quarter of the Southeast one-quarter, and the West one-half of the Southeast one-quarter, Section 22; and the Northwest one-quarter of the Southwest one-quarter, Section 23; All in Township 5 North, Range 8 West of Willamette Meridian.

Parcel No. 3: The Northeast one-quarter, the East one-half of the Northwest one-quarter, and the Northwest one-quarter of the Northwest one-quarter, Section 17, Township 8 North, Range 6 West of Willamette Meridian, EXCEPTING therefrom the following: That portion of the following described lands that lie in the  $NF_{11}^{1}$  Section 17:--

A parcel of land in Section 17, Township 8 North, Range 6 West of Willamette Meridian, lying along the westerly side of County Road No. 199, known as the Clifton Road and more particularly described as follows: A strip of land 200 feet in width, the easterly line of which strip of land runs 30 feet Westerly from and parallel with the following described center line of said County Road No. 199; Beginning at a point on the center line of said Road No. 199 North 776.9 feet and West 1890.1 feet from the Southeast corner of Section 17, Township 8 North, Range 6 West, Willamette Meridian, which point is the southeast corner of a tract of land described and recorded in Book 190, Page 11, Record of Deeds, Clatsop County, Oregon: thence North 56° 18' East a distance of 672.4 feet; thence North 40° 42' East a distance of 118.7 feet; thence North 22° 31' East a distance of 614.5 feet; thence North 36° 27' East a distance of 358.9 feet; thence North 14° 25' East a distance of 441.1 feet; thence North 2° 23' East a distance of 126.0 feet; thence North 8° 04' West a distance or 952.2 feet; thence North 0° 59' East a distance of 191.5 feet; thence North 48' West a distance of 478.1 feet; thence North 17° 48' East a distance of 391.1 feet; thence North 36° 14' West a distance of 230.5 feet to a point 1,003.3 feet West of the corner common to Sections 8, 9, 16 and 17, Township 8 North, Range 6 West of Willamette Meridian, the north line of said strip being the north line of Section 17, Township 8 North, Range 6 West of Willamette Meridian, said strip containing 20.0 acres, more or less:

Parcel No. 4: Lot 3, and the East one-half of Lot 4, the South one-half of the Northwest one-quarter and the Southwest one-quarter of Southwest one-quarter, Section 2; Southwest one-quarter of Northeast one-quarter; Southeast one-quarter of Northwest one-quarter; Northeast one-quarter of Southwest one-quarter; Southeast one-quarter and Lot 3, Section 3; South one-half of Northwest one-quarter, Section 23; all in Township 7 North, Range 6 West of Willamette Meridian.

Parcel No. 5: Southwest one-quarter of Southeast one-quarter, Section 5; South one-half of Southeast one-quarter, Section 7; East one-half and Southwest one-quarter, Section 8; Lots 4 and 5, Section 9, also all of the land between ordinary high tide and ordinary low tide in the Columbia River fronting and abutting upon and appurtenant to said Lots 4 and 5, Section 9; Lots 3, 4; West one-half of West one-half; Northeast one-quarter of Southwest one-quarter; and North one-half of Southeast one-quarter of Southwest one-quarter, Section 16, also all of the land between ordinary high tide and ordinary low tide in the Columbia River fronting and abutting upon and appurtenant to said Lots 3 and 4, Section 16; Northeast one-quarter of Northeast one-quarter, Section 18; That portion of the Northeast one-quarter; and the East one-half of Northwest onequarter lying North of the Power Line Right of Way; East one-half of Southwest onequarter; and Southeast one-quarter, Section 20; Northwest one-quarter of Northeast onequarter; West one-half; West one-half of Southwest one-quarter of Southeast one-quarter; and Southwest one-quarter of Northwest one-quarter of Southeast one-quarter, Section 21; East one-half, Section 28; West one-half, Section 29; East one-half and South one-half of Southwest one-quarter, Section 30; North one-half of North one-half; South one-half of Northeast one-quarter; Southeast one-quarter of Northwest one-quarter; Northeast one-quarter of Southwest one-quarter and Southeast one-quarter, Section 31; West onehalf, Section 32; East one-half, Section 33; Southwest one-quarter of Northwest onequarter; West one-half of Southwest one-quarter and Southeast one-quarter of Southwest one-quarter, Section 34; all in Township 8 North, Range 6 West, Willamette Meridian, EXCEPTING therefrom the following:

The East one-half of the East one-half of the Northeast one-quarter of the Southeast one-quarter of Section 8; and FURTHER EXCEPTING therefrom the following:

Exhibit A

A parcel of land lying in the Southwest one-quarter of the South-west one-quarter of Section 16 and in the West one-half, the Northwest one-quarter of the Northwest one-quarter and the Southwest one-quarter of the Northwest one-quarter of the Northwest one-quarter of the Northwest one-quarter of the Southwest one-quarter of the Northwest one-quarter of the Southwest one-quarter of section 21, the said parcel being that portion of said subdivisions included in a strip of land of variable width, lying on each side of the center line of the Columbia River Highway as said highway has been relocated, which center line is described as follows: Beginning at Engineer's center line Station 85+00, said Station being 328.37 feet South and 131.23 feet West of the northwest corner of said Section 21; thence North 75° 49' East 1138.14 feet; thence on a spiral curve right (the long chord of which bears North 79° 11' 30" East) 450 feet; thence on a 1,273.24 foot radius curve right (the long chord of which bears South 45° 22' East) 2,164.07' feet; thence on a spiral curve left (the long chord of which bears South 11' 12' West) 300 feet; thence on a 1273.24 foot radius curve left (the long chord of which bears South 11' 12' West) 300 feet; thence on a 1273.24 foot radius curve left (the long chord of which bears South 30' 38' East) 500 feet; thence South 34' 23' East 708.05 feet; thence on a spiral curve left (the long chord of which bears South 30' 38' East) 500 feet; thence South 34' 23' East 708.05 feet; thence on a spiral curve left (the long chord of which bears South 30' 38' East) 500 feet; thence South 34' 23' East 708.05 feet; thence on a spiral curve left (the long chord of which bears South 30' 38' East) 500 feet; thence South 34' 23' East 708.05 feet; thence on a spiral curve left (the long chord of which bears South 30' 38' East) 500 feet; thence South 34' 23' East 708.05 feet; thence on a spiral curve left (the long chord of which bears South 30' 31' East) 500 feet; thence South 35' 72' 72' 72' 72' 72' 72' 72' 72' 7

			W3	ath on Norther	·ly side	Waldth on	Southerly	/ S.
Station	to	Station		of center li	ne		enter lin	
85÷00		96+38.14	- 4	90 feet :			70 feet	
96+38.14		108+00		100 feet			0 feet	٠.
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141:69.21	i al	153÷00		250 feet	7		0 feet	•
(bearings	used	herein be	ing	based upon the	Oregon			

(bearings used herein being based upon the Oregon Co-ordinate System, North Zone); and FURTHER EXCEPTING therefrom the following:

A parcel of land lying in the Northeast one-quarter of the Northwest one-quarter of Section 21, the said parcel being all that portion of said subdivision lying North terly of the northeasterly line of the excepted parcel described diately above; and FURTHER EXCEPTING therefrom the following:

A parcel of land lying in the Northeast one-quarter of the Northwest one-quarter and the Northwest one-quarter of the Northwest one-quarter of Section 20 and the Northwest one-quarter of the Northwest one-quarter of Section 21 and the Southwest one-quarter of the Southwest one-quarter of Section 16, the said parcel beingthat portion of said subdivisions included in a strip of land of variable width; lying on each side of the center line of the Columbia River Highway as said highway has been relocated, which center line is described as follows: Beginning at Engineer's center line Station 40+00, said Station being 53.33 feet South and 4538.13 feet West of the northeast corner of said Section 20; thence South 78° 40' East 2371.73 feet; thence on a spiral curve left (the long chord of which bears South 80° 45' East) 500 feet; thence on a 2291.83 foot radius curve left (the long chord of which bears North 77° 54' East) 500 feet; thence North 83° 34' 30" East) 520.67 feet; thence on a spiral curve left (the long chord of which bears North 77° 54' East) 500 feet; thence North 75° 49' East 1933.42 feet; thence on a spiral curve right (the long chord of which bears North 80° 18' 52" East) 450 feet to Station 102+75.82; said center line crossing the West line of said northeast quarter of the northwest quarter of Section 20 and the east line of said Southwest quarter of the Southwest quarter of Section 16 approximately at Stations 46+40 and 99+90 respectively, the widths in feet of the strip of land above referred to being as follows:

Station	to	Station	on Northerly center line	n on Southerly si of center line	
44;+50 53;+00 68;+50 69;+50 74;+50 75;+00 88;+00		53÷00 68÷50 69÷50 74÷50 75÷00 88÷00 101÷50	120 feet 100 feet 240 feet 240 feet 100 feet 100 feet 90 feet	130 feet 110 feet 110 feet 240 feet 240 feet 110 feet 70 feet	

and FURTHER EXCEPTING therefrom the following:

A parcel of land lying in the Northeast one-quarter of the Northwest one-quarter and the Northwest one-quarter of the Northeast one-quarter of Section 21, the said parcel being that portion of said subdivisions included in a strip of land variable feet in width, lying on each side of the center line of the Columbia River Highway as said highway has been relocated, which center line is described as follows: Beginning at Engineer's center line Station 102+75.82, said Station being 237.36 feet North and 986.73 feet West of the north quarter corner of said Section 21; thence on a 954.73 foot radius curve right

(the long chord of which bears South 50° 36' 30" East) 1,335.83 feet; thence on a spiral curve right (the long chord of which bears South 1° 31' 52" East) 450 feet; thence South 2° 58' West 438.35 feet to Station 125+00; said center line crossing the north line of said Northeast one-quarter of the Northwest one-quarter and the south line of said Northwest one-quarter of the Northeast one-quarter approximately at Stations 109+24.34 and 123+90 respectively, the widths in feet of the strip of land above referred to being as follows:

Station to	Station	Width on North- easterly side of center line	Width on South- westerly side of center line	
105÷00 106÷50 110÷50 116÷11.65 120÷61.65	106+50 110+50 116+11.65 120+61.65 125+00	70 feet 100 feet 100 feet 100 feet 100 feet	100 feet 140 feet 200 feet 90 feet 90 feet	'. '-5

and FURTHER EXCEPTING therefrom the following:

A parcel of land in the Southwest one-quarter of the Northwest che-quarter of Section 21, more particularly described as: Beginning at a point which lies South 16° 59' 30" East a distance of 1666.4 feet from the northwest corner of Section 21, Township 8 North, Range 6 West of Willamette Meridian, said point being survey station 2+20.0 on the survey line for the Westport-Cathlamet transmission line; thence South 71° 58' 00" East a distance of 50 feet; thence South 18° 02' 00" West a distance of 145 feet; thence North 71° 58' 00" West a distance of 140 feet; thence North 18° 02' 00" East a distance of 145 feet; thence South 71° 58' 00" East a distance of 90 feet to the point of beginning, containing 0.47 acres, more or less; all casaid excepted parcels being in Township 8 North, Range 6 West, Willamette Meridian.

#### and FURTHER EXCEPTING therefrom the following:

A parcel of land in the EgSEs of Section 28. Township 8 North, Range 6 West, Willamette Meridian, Clatsop County, Oregon, described as follows:

Commencing at the quarter section corner in the south line of said Section 28; thence N. 52° 01' 20" E. 1975.5 feet to the center of the United States of America's Bonneville Power Administration's radio tower; thence S. 11° 15' 00" E. 50.0 feet to the true point of beginning; thence, S. 78° 45' 00" W. 75.0 feet; thence N. 11° 15' 00" W. 100.0 feet; thence, N. 78° 45' 00" E. 100.0 feet; thence, S. 11° 15' 00" E. 100.0 feet; thence, S. 78° 45' 00" W. 25.0 feet to the true point of beginning, containing 0. 23 of an acre, more or less.

Parcel No. 6: Lot 3; the Southeast one-quarter of the Northwest one-quarter; and the Northeast one-quarter of the Southwest one-quarter of Section 6, Township 7 North, Range 6 West, Willamette Meridian.

Parcel No. 7: Lots 1 and 2 and the South one-half of the North-east one-quarter, Section 6, all of which is otherwise described as the Northeast one-quarter of Section 6, Township 7 North, Range 6 West of the Willamette Meridian.

Parcel No. 8: Northeast one-quarter of Northeast one-quarter, South one-half of Northeast one-quarter and Northeast one-quarter of Southeast one-quarter, all in Section 17, Township 5 North, Range 9 West of Willamette Meridian.

Parcel 9: The East one-half of the East one-half, Section 36,

Township 6 North, Range 8 West of Willamette Meridian; the South one-half of the Northwest one-quarter and the Southwest one-quarter, Section 31, Township 6 North, Range 7 West of Willamette Meridian; the North one-half of the North one-half, Section 6, Township 5 North, Range 7 West of Willamette Meridian.

North, Range 7 West of Willamette Meridian.

EXCEPTING from the Northeast one-quarter of the Northeast one-cuarter of said Section 6, that portion thereof conveyed by Nehalem. Investment Company, a corporation to State of Oregon by and through its State Highway Commission by deed dated May 10, 1943 and recorded in Vol. "167" of Deeds, page 117, Records of Clatsop County, Oregon on June 7, 1943.

Parcel No. 10: Lots 9, 16, 17 and 24 in Section 2, Township North, Range 8 West of Willamotte Meridian.

Parcel No. 11: The East one-half of the Northwest one-quarter of Section 34, Township 5 North, Range 7 West of Willamette Meridian; the Northeast one-quarter of Section 33, Township 5 North, Range 8 West of Willamette Meridian; the North one-half and the Southwest one-quarter of Section 34, Township 5 North, Range 8 West of Willamette Meridian; the Northwest one-quarter of the Southwest one-quarter of Section 35, Township 6 North, Range 7 West of Willamette Meridian; the Northwest one-quarter; the North one-half of the Southeast one-quarter, and the Southwest one-quarter of the Southeast one-quarter (being Lots 5, 4, 5, 6, 9, 10, 11, 12 and 15) of Section 34, Township 6 North, Range 7 West of Willamette Meridian.

Parcel No. 12: Lots 3, 4, 5, 6, 11, 12, 13, 14, 19 and 20, of Section 1; Lots 1, 2, 3; 4; 5, 6, 7, 8, 10, 15 and 18 of Section 2; Lot 17 of Section 3; Township 4 North, Range 8 West of Willamette Merician.

Parcel No. 14:
Also various Permits and Agreements as follows:

- 1. January 28, 1960, Grant of Access by the State of Oregon State Highway Commission to Kaiser Gypsum Company, Inc., for access to the southerly side of the Columbia River Highway opposite highway engineer's centerline station 92/30.
- August 23, 1965, Grant of Access by State of Oregon Highway Commission to Kaiser Gypsum Company, Inc., for access to the southerly side of the Gnat Creek-Bradley Park Section of the relocated Columbia River Highway at a point opposite highway engineers' centerline station 75/60, together with permit so to do from the Oregon State Highway Commission dated October 5, 1965.
- 3. Agreement dated November 1, 1966, pursuant to which United States of America Bonneville Power Administration extended to Kaiser Gypsum Company, Inc., the right to grow Christmas trees on lands owned by Kaiser Gypsum Company, Inc., but subject to an easement to the United States of America, within Sections 20, 21 and 28, T 8 N, R 6 W, W.M.
- 4. Right of Way dated May 5, 1959 from Waterhouse Logging Company to Kaiser Gypsum Company, Inc., as extended by letter agreement dated April 8, 1964, for the period expiring April 25, 1969.

- Agreement dated July 27, 1965, between the United States Department of the Interior, Bonneville Power Administration, and Kaiser Gypsum Company, Inc., regarding use of a rock quarry within the  $S_{\frac{1}{2}}^{\frac{1}{2}}NE_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 20, T 8 N, R 6 W.
- 6. Agreement dated July 27, 1965, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc., a license to use a road across Sections 7, 8, 9, 16, 17, 18 and 19 in T 5 N, R 9 W, W.M., and Sections 13, 14, 23 and 24 in T 5 N, R 10 W, W.M., and the right to construct spur extensions of the E½ of Section 17, above referred to, all for the period expiring July 27, 1970.
- 7. Road Use Agreement dated April 1, 1963, pursuant to which Albert Y. Engbretson granted to Kaiser Gypsum Company, Inc., a permit to use a road within the  $N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$  of Section 2, T 5 N, R 7 W, W.M., for the period expiring March 31, 1968.
- 8. Permit granted March 4, 1955, to Fir-Tex Insulating Board Company by the Oregon State Highway Commission (Miscellaneous Permit No. 393) for use of a roadway across Bradley State Park in Section 16, T 8 N, R 6 W, W.M., heretofore assigned to Kaiser Gypsum Company, Inc., as extended by Letter Agreement dated February 16, 1965, for the period expiring March 4, 1970.
- 9. Road Use Agreement dated February 1, 1964, pursuant to which Bruce Starker granted to Kaiser Gypsum Company, Inc. a permit to use a road within Lot 6, Section 5, T 8 N, R 6 W, W.M., during the period expiring July 31, 1969.
- Special Use Permit dated December 3, 1962, granted by the State of Oregon Board of Forestry to Kaiser Gypsum Company, Inc., being Permit No. F-404.0432(R), to use road within SE<sup>1</sup>/<sub>4</sub> of Section 21, T 8 N, R 6 W, W.M., during the period expiring December 15, 1967.
- Agreement dated April 1, 1958, as amended by Supplemental Agreements dated April 1, 1959, April 1, 1960, April 1, 1961, and April 1, 1967, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc., a permit to use a road within portions of Sections 21, 27 and 28 in T 5 N, R 8 W, W.M., during the period expiring April 1, 1968, and from year to year thereafter not to exceed four (4) years.
- 12. Permit No. 14960 from the Oregon State Highway Commission to Kaiser Gypsum Company, Inc., dated October 5, 1965, granting permission to construct an approach road on the south side of the Columbia River Highway, at milepost 75.971, Highway Engineer Station 75/60.

- 13. Permit dated November 1, 1966, from Longview Fibre Company to Georgia-Pacific Corporation granting Georgia-Pacific Corporation the use of an existing road located in Government Lots 3 and 4 of Section 3, T 4 N, R 8 W, W.M., for the period expiring October 31, 1971.
- Right of Way Permit dated August 16, 1966, from the State of Oregon Board of Forestry to Georgia-Pacific Corporation granting Georgia-Pacific Corporation the use of road in the SE½NW½ of Section 8, T 8 N, R 6 W, W.M., for the period expiring December 4, 1969.
- 15. Road Use Agreement dated May 31, 1966 from Martin Nygaard et ux to Georgia-Pacific Corporation, granting Georgia-Pacific Corporation use of existing road and the right to construct, maintain and so use an extension of said road. All located in the NW\frac{1}{4}SE\frac{1}{4}Section 5, T 8 N, R 6 W, W.M., for the period expiring May 31, 1969.
- 16. Special Use Permit #F-404.04134 dated June 1966 from State of Oregon Board of Forestry to Georgia-Pacific Corporation, granting Georgia-Pacific Corporation the right to construct and use a road in the SE\frac{1}{4}NW\frac{1}{4}Section 8, T8N, R6W, W.M., for the period expiring December 4, 1969.

# SUBJECT TO: (Applicable to Parcels 1 through 13 inclusive)

- 1. The premises described herein are under reforestation, and are subject to yield permits and yield taxes, and to all other rules and regulations of the State of Oregon regarding reforested areas.
- 2. Rights of the public in roads and highways.
- 3. Rights of fishing, navigation and commerce in the Federal Government and State of Oregon and rights of the public in and to that portion of said premises lying below the high water line of Columbia River.
- 4. Right-of-way granted to Astoria and Columbia River Railroad Company by instrument recorded August 26, 1895 in Book 33, page 401, Deed Records, to which reference is hereby made.
- 5. Easement granted to Pacific Telephone and Telegraph Company in instrument recorded December 13, 1916 in Book 90, page 486, Deed Records, to which reference is hereby made.
- 6. Easement for 30-foot right-of-way for fire protection granted to Oregon State Board of Forestry by instrument recorded in Book 135, page 148, Deed Records, to which reference is hereby made.

- •7. Reservation of right-of-way for pipeline contained in deed to Roy V. Leonard, recorded June 22, 1936 in Book 137, page 154, Deed Records, to which reference is hereby made.
- 8. Reservation in deed from Rupp Investment Co., a corporation, et al to C. & H. Logging Company, dated February 15, 1940 and recorded in Vol. "151" of Deeds, page 522, Records of Clatsop County, Oregon on March 4, 1940, as follows: "Excepting and reserving unto said grantors, their successors and assigns forever, all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring and mining or otherwise extracting and carrying away the same".
- 9. A permanent easement and right-of-way for transmission line granted by Bradley-Woodard Lumber Company to United States of America (Bonneville Administration) by instrument recorded in Book 155, page 652, Deed Records, on November 27, 1940, to which instrument reference is hereby made.
- 10. A 99-year lease covering a portion of the Southwest quarter of Southeast quarter of Section 17, Township 8 North, Range 6 West, Willamette Meridian, entered into between Bradley-Woodard Lumber Co., lessor and State of Oregon, lessee, dated December 2, 1940 and recorded January 11, 1941 in Book 156, page 481, Deed Records, to which reference is hereby made.
- 11. Reservation in deed from Clatsop County, Oregon to Ford M. Converse, et al, dated April 25, 1945 and recorded in Vol. "177" of Deeds, page 468, Records of Clatsop County, Oregon on April 26, 1945, as follows: "Excepting and reserving unto the grantor, Clatsop County, Oregon, its successors and assigns forever, all minerals of any nature whatsoever, including coal, iron, natural gas and oil, upon or in said land, together with the use of such of the surface as may be necessary for exploring and mining or otherwise extracting and carrying away the same".
- 12. Reservation of an undivided one-half interest in and to all minerals contained in deed from Nehalem Investment Company to Fir-Tex Insulating Board Company, recorded October 8, 1945 in Book 180, page 683, Deed Records, to which reference is hereby made.
- 13. Reservation contained in deed from Bradley Lumber Co. to Fir-Tex Insulating Board Co., recorded November 30, 1945 in Book 181, page 684, Deed Records, as follows: "Reserving to the grantor, its successors and assigns, the right to take from Hunt Creek and its tributaries in Sections 16, 17, 20 and 21, Township 8 North, Range 6 West, such amounts of water as may be required for the use of the Bradley Lumber Company's sawmill at Bradwood, Oregon, and for the use of the Town of Bradwood, Oregon, such right to be subject to the right of the grantee, its successors and assigns, to cut and remove all timber at present growing or being, and which shall hereafter grow or be upon the said watershed of Hunt Creek and its tributaries as described above"

- 14. Easement, including the terms and conditions thereof, granted by Fir-Tex Insulating Board Co. to Oregon Board of Forestry by instrument recorded October 4, 1946 in Book 188, page 483, Deed Records, to which reference is hereby made.
- 15. Easement, including the terms and conditions thereof, granted to United States of America by instrument recorded July 21, 1952 in Book 218, page 281, Deed Records, to which reference is hereby made.
- 16. Easement granted to Pacific Telephone and Telegraph Company by instrument recorded August 1, 1952 in Book 218, page 399, Deed Records, to which reference is hereby made.
- 17. Rights of State of Oregon, by and through its State Highway
  Commission and obligations of Fir-Tex Insulating Board Company
  to State of Oregon, by and through its State Highway Commission,
  dated December 17, 1954 and recorded January 4, 1955 in Book
  228, page 662, Deed Records, to which reference is hereby made.
- 18. Limitation of access contained in deeds to State of Oregon, by and through its State Highway Commission, recorded October 16, 1952 and September 15, 1955 in Book 219, page 472 and Book 232, page 534, Deed Records, respectively, to which instruments reference is hereby made. (Note: Said Limitation was modified by instruments recorded in Book 253 at page 726 and Book 282 at page 216, Clatsop County Deed Records.)
- 19. Cooperative Right of Way Agreement between the State of Oregon Board of Forestry and Kaiser Gypsum Company, Inc., dated December 4, 1964, affecting above described lands within T 7 N, R 6 W and T 8 N and T 9 N, R 6 W and R 7 W, (expires December 4, 1969, unless sooner terminated).
- Agreement between the State of Oregon Board of Forestry and Kaiser Gypsum Company, Inc., dated April 15, 1963, agreeing upon timber cutting lines with respect to the west and south lines of the NW1/4 of NW1/4 of Section 34, T 8 N, R 6 W, W. M., for a period expiring April 15, 1968, for the sole purpose of logging timber adjoining such lines.
- . 21. Agreement between State of Oregon Board of Forestry and Kaiser Gypsum Company, Inc., dated August 24, 1964, for timber cutting lines between the W1/2 of W1/4 and E1/2 of W1/4 of Section 20, the NS centerline of Section 29, the NS centerline of Section 32, all in T 8 N, R 6 W, W. M., for a period expiring August 24, 1969, for purpose of logging timber adjoining such lines.
- 22. Lease from Kaiser Gypsum Company, Inc., to Sunset Crushed Rock, Inc., of 6.7 acre tract within NE1/4 of Section 20, T 8 N, R 6 W, W. M., for a rock pit operation (terminable August 1, 1968).
- 23. Lease from Fir-Tex Insulating Board Company to Clatsop County dated March 22, 1954, re: 2.02 acre tract in SW1/4 of Section 17, T 8 N, R 6 W, W. M., for a rock stock pile site, extended

- by Kaiser Gypsum Company, Inc., as successor to Fir-Tex Insulating Board Company for period expiring March 21, 1969.
- 24. Substitute Plan for compliance with Oregon Forest Conservation Act entered into between Kaiser Gypsum Company, Inc., and Oregon State Forester, dated October 5, 1961, covering all forest land of Kaiser Gypsum Company, Inc., in the State of Oregon.
- 25. Transmission Line Easement granted by Kaiser Gypsum Company, Inc., to United States of America, recorded August 23, 1965, in Book 281, at page 263, Deed Records of Clatsop County, Oregon.
- 26. Right of Way Easement granted by Kaiser Gypsum Company, Inc., to Pacific Power & Light Company by instrument recorded December 13, 1965, in Book 283, at page 350, Deed Records of Clatsop County, Oregon.
- 27. Road Use Agreement dated April 12, 1958, between Kaiser Gypsum Company, Inc., and State of Oregon (Board of Forestry) extending to the State a license and permit to use a road in the NE1/4 of Section 6, T 7 N, R 6 W, W. M., and in Sections 20, 29, 31 and 32 of T 8 N, R 6 W, W. M., for a period expiring April 11, 1968.
- 28. Easement for pipeline granted by Kaiser Gypsum Company, Inc., to the State of Oregon (State Highway Commission) by instrument dated May 10, 1960, and recorded in Book 255 at page 261, Deed Records of Clatsop County, Oregon.
- 29. Access Road Easement granted by Kaiser Gypsum Company, Inc., to United States of America by instrument recorded January 14, 1960, in Book 253 at page 536, Deed Records of Clatsop County, Oregon.
- 30. Right of Way Easement granted by Kaiser Gypsum Company, Inc., to Pacific Power & Light Company by instrument recorded March 4, 1959, in Book 249, at page 368, Deed Records of Clatsop County, Oregon.
- 31. Access Road Easement granted by Kaiser Gypsum Company, Inc., to United States of America recorded April 27, 1959, in Book 250 at page 171, Deed Records of Clatsop County, Oregon.
- 32. Agreement between Kaiser Gypsum Company, Inc., and Crown Zellerbach Corporation dated July 28, 1965, granting to Crown Zellerbach Corporation the right to construct and use a road
  within the E1/2 of the NE1/4 of Section 17, T 5 N, R 9 W, W. M., during the period expiring July 27, 1970.
- Easement and Danger Tree Agreement from Kaiser Gypsum Company, Inc., to United States of America, by instrument recorded September 10, 1965 in Book 281, page 610, Deed Records of Clatsop County, Oregon.

- 34. Road Use Agreement dated January 29, 1960, between Kaiser Gypsum Company, Inc., and Crown Zellerbach Corporation, as amended by letter dated January 15, 1965, pursuant to which Crown Zellerbach was permitted to use a road situated in the NW1/4 of the SE 1/4, Section 22, T 5 N, R 8 W, W. M., for a period expiring December 31, 1968.
- 35. Current Real Property taxes not yet due and payable.
- 36. Easement for right of way from Kaiser Gypsum Company, Inc. to Waterhouse Logging Company, Inc. dated May 3, 1959, located in Section 22, T 5 N, R 8 W, W. M., extended by letter dated April 8, 1964, for a period ending May 3, 1969.
- 37. Agreement dated July 15, 1966, between Georgia-Pacific Corporation and Crown Zellerbach Corporation granting to Crown Zellerbach Corporation the non-exclusive right and permit to use portions of 2 logging roads situated in the SE\frac{1}{4}SE\frac{1}{4}\ of Section 31, T \( 6\ N, R \) 7 W, W.M., and in the N\frac{1}{2}SE\frac{1}{4}\ of Section 6, T \( 5\ N, R \) 7 W, W.M., for the period expiring July 31, 1968.
- 38. Permit dated August 4, 1966, from Georgia-Pacific Corporation to the State of Oregon Board of Forestry granting the State of Oregon use of road in the W½ of Section 21, T 8 N, R 6 W, W.M., for the period expiring December 4, 1969.
  - 39. Deed, Beam Path Easements and Access Road Easement dated December 16, 1966, from Georgia-Pacific Corporation to the United States of America situated in the E½SE¼, NW¼SE¼, Section 28 and E½SW¼, Section 21, all in T 8 N, R 6 W, W. M. and recorded March 10, 1967 in Book 291, Page 319, Deed Records of Clatsop County, Oregon
- Agreement dated January 1, 1967, between Georgia-Pacific Corporation and Robert L. Sheets permitting Sheets to cut and remove the standing and down dead cedar timber in designated cedar salvage area in Sections 31 and 32, T 8 N, R 6 W, W.M., and Section 6, T 7 N, R 6 W, W.M., for the period expiring December 31, 1968, with option to extend additional year subject to mutual agreement and 60 days prior written notice by Sheets.
- Right of Way Permit dated August 2, 1966, from Georgia-Pacific Corporation to State of Oregon Board of Forestry granting the State of Oregon a right of way to construct road in the NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 29, T 8 N, R 6 W, W.M., for the period expiring December 4, 1969.
- 42. License Agreement dated August 30, 1967, between Georgia-Pacific Corporation and Martin Nygaard granting to Nygaard the non-exclusive license to use the existing road located in Sections 20, 21, 28, 29 and 33, T 8 N, R 6 W, W.M., for the period expiring November 30, 1969.

- 43. October 12, 1967 Letter Agreement whereby Georgia-Pacific Corporation grants to the U.S.A., BPA, the right to survey for a transmission line across Sections 20, 21 and 28 in T 8 N, R 6 W, W. M., Clatsop County, Oregon.
- 44. Grant of Easement dated September 27, 1967, whereby Georgia-Pacific Corporation grants to Pacific Northwest Bell Telephone Company the right to use Shingle Mill Road in Section 6, T 7 N, R 6 W, Willamette Meridian, and Sections 20, 29, 31 and 32 in T 8 N, R 6 W, Willamette Meridian, all in Clatsop County, Oregon.

All the following described real property in the COUNTY OF COLUMBIA, STATE OF OREGON:

Parcel No. 1: The North one-half of the Southwest one-quarter and the Southeast one-quarter of Section 2, Township 4 North, Range 3 West of Willamette Meridian, Columbia County, Oregon.

The Southeast one-quarter of the Northeast one-quarter and the North one-half of the Southeast one-quarter of Section 3. Township 4 North, Range 3 West of Willamette Meridian, Columbia County, Oregon. The West one-half of the West one-half of Section 4. Township 4 North, Range 5 West of Willamette Meridian, Columbia County, Oregon. The South one-half of the Northwest one-quarter, the Southwest one-quarter and the South one-half of the Southeast one-quarter of Section 11, Township 4 North, Range 5 West of Willamette Meridian, Columbia County, Oregon.

Parcel No. 2: The South half of Section 36, Township 8 North, Range 4 West of Willamette Meridian, except a strip of land 30 feet on each side of the center line of the County Road known as the Arvid Jarvi Road, as said road is now constructed.

Parcel No. 3: North half of Northeast quarter of Section 26, Township 7 North, Range 5 West of Willamette Meridian, Columbia County, Cregon; Excepting parcel conveyed by Ada R. Austin to State of Oregon by deed recorded September 20, 1938 in Book 63, page 206, Deed Records; also excepting that portion within boundaries of public roads and highways.

Parcel No. 4: Lots 3 and 4 and the South half of Northwest one-quarter of Section 4;

The Southwest one-quarter of Northeast one-quarter and the Southwest one-quarter of Section 5;

Lots 1, 6 and 7; the Southeast one-quarter of Southwest one-quarter; the South one-half of Southeast one-quarter and that part of the Southeast one-quarter lying Northerly of the north line of the old Columbia and Nehalem River Railroad Company right of way as described in deed recorded July 17, 1913 in Book 19, page 112. Deed Records, all in Section 6;

The Northeast one-quarter and the East one-half of Northwest onequarter of Section 7;

The North one-half of Southwest one-quarter and the Northwest onequarter of Section 8;

The Northeast one-quarter of Section 10;

The North one-half and the North one-half of Southeast one-quarter of Section 11; Excepting therefrom any right, title, and interest of Nehalem Asset Company in and to the North one-half of the Southeast one-quarter of Section 11, Township 6 North, Range 5 West of Willamette Meridian, Columbia County, Oregon.

The South one-half of Southwest one-quarter of Section 29; all being in Township 6 North, Range 5 West of Willamette Meridian, Columbia County, Oregon,

Parcel No. 5: The Southeast one-quarter of Southeast one-quarter of Section 30, and all of Section 31, Township 7 North, Range 5 West of Willamette Meridian, Columbia County, Oregon.

Parcel No. 6: Various road use agreements and permits as follows:

- 1. Road Use Agreement dated February 1, 1964, pursuant to which Fred W. and Phyllis R. Bush granted to Kaiser Gypsum Company, Inc., a permit to use a portion of road in the  $N_{\frac{1}{2}}^{\frac{1}{2}}$  and the  $N_{\frac{1}{2}}^{\frac{1}{2}}$  of Section 11, T 6 N, R 5 W, W.M.
- 2. Road Use Agreement dated February 1, 1964, pursuant to which Lloyd L. Garlock and Bernice B. Garlock granted to Kaiser Gypsum Company, Inc., a permit to use a road within the SE<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>, the S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, part of the NE<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> and part of the NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of Section 14, T 6 N, R 5 W, W.M., for a period expiring January 31, 1969.
- Permit dated October 7, 1963, from Longview Fibre Company to Kaiser Gypsum Company, Inc., to use a road within the  $N_{\frac{1}{2}}^{\frac{1}{2}}SE_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 11, and part of the  $SW_{\frac{1}{4}}^{\frac{1}{4}}SW_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 12 and the  $NE_{\frac{1}{4}}^{\frac{1}{4}}NE_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 14 in T 4 N, R 5 W, W.M., for the period expiring December 31, 1971.
- 4. Permit dated September 1, 1962, as amended by letters dated May 15, 1963 and September 9, 1965, from Longview Fibre Company to Kaiser Gypsum Company, Inc., for use of roads within the NE corner of the SE\frac{1}{4}SW\frac{1}{4} and the S\frac{1}{2}SW\frac{1}{4} of Section 2, T 4 N, R 3 W, W.M., all for the period expiring August 31, 1968.
- Permit No. 10258 dated March 21, 1960, from Oregon State
  Highway Commission to Kaiser Gypsum Company, Inc., extending a permit to make an approach road on the west side of the
  Mist-Clatskanie Secondary Highway No. 110, at milepost 5.56,
  Highway Engineer Station 294/07.
- 6. Interest of Kaiser Gypsum Company, Inc., as successor in interest to Fir-Tex Insulating Board, Inc., successor to Dant & Russell, Inc., under perpetual easement granted by Omar Sheeley, dated September 20, 1955, recorded in Book 127 at Page 61, Deed Records of Columbia County, Oregon.

- 7. November 30, 1965, Permit granted by Longview Fibre Company to Kaiser Gypsum Company, Inc., for use of road across Sections 1, 2, 3, 11 and 12 of T 4 N, R 5 W, W.M. and Sections 35 and 36 of T 5 N, R 5 W, W.M., for period expiring October 31, 1968.
- Agreement dated June 1, 1966, between Crown Zellerbach Corporation and Georgia-Pacific Corporation extending to Georgia-Pacific Corporation the non-exclusive right and permit to use two (2) logging roads situated in Section 31, T 5 N, R 4 W, W.M., and Sections 10 and 11 of T 4 N, R 5 W, W.M., for the period expiring May 31, 1970.
- 9. Right of Way and Road Use Agreement dated September 29, 1967, between Georgia-Pacific Corporation and Allied J. & H. Lumber Co., granting of reciprocal easements through respective properties located in Section 6, T 6 N, R 5 W, W.M., and Section 31, T 7 N, R 5 W, W.M., for the period expiring September 29, 1972.
- 10. October 31, 1967 Right of Way and Road Use Agreement (reciprocal) between Thomas J. Ryan et al and Georgia-Pacific Corporation in Sections 35 and 36, T 8 N, R 4 W, W. M., Columbia County, Oregon
- 11. Agreement dated August 1, 1962, whereby Crown Zellerbach Corporation grants to Kaiser Gypsum Co., Inc. the right to use an existing road in the E½ of Section 10, T 4 N, R 3 W, W.M., Columbia County, Oregon, Amended July 31, 1967, to extend to July 31, 1972.

# SUBJECT TO: (Applicable to Parcels 1 through 5 inclusive)

- 1. Rights of the public in roads and highways.
- 2. Reservation of minerals as contained in the below listed deeds from Columbia County, Oregon:
  - 'a. To Bowen's Inc., recorded August 6, 1938, in Book 62, page 598 of Deed Records. (affects Southeast quarter of Northeast quarter and North half of Southeast quarter of Section 3, Township 4 North of Range 3 West of the Willamette Meridian, Columbia County, Oregon)
  - b. To Elton B. Jones, recorded August 27, 1937 in Book 61, page 146 of Deed Records. (affects North half of Southwest quarter of Section 2, Township 4 North of Range 3 West of the Willamette Meridian, Columbia County, Oregon)

    if any,
- 3. Right, title and interest, of McPherson Timber Company in Northwest quarter of Section 4, Township 4 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, by virtue of deed from Alex McPherson et al., dated September 10, 1914, and recorded December 30, 1914, in Book 21, page 236 of Deed Records.

- if any,

  4. Right, title and interest, of Geo. L. and J. A. McPherson Corporation in and to the South half of Northwest quarter and North half of Southwest quarter of Section 11, Township 4 North, Range 5 West.
- 5. Reservation as in deed from Columbia County to Fir-Tex Insulating Board Company, recorded February 15, 1946, in Book 83, page 422, Deed Records, as follows: "except existing county roads or CCC roads, minerals on or under said property, if any". (affects West half of West half of Section 4 and South half of South half, North half of Southwest quarter and South half of Northwest quarter of Section 11, and all of Parcels 4 and 5)
- 6. The right to use any logging roads now located or hereafter constructed on its lands in the North half of South half and South half of Southeast quarter of Section 2; and the Southeast quarter of Northeast quarter and the North half of Southeast quarter of Section 3, all in Township 4 North, Range 3 West and conditions contained therein as granted by Dant & Russell, Inc., to Longview Fibre Company, by instrument recorded August 21, 1952, in Book K, page 397, Miscellaneous Records.
- 7. Reservation of roads, minerals, etc. as reserved in deed from Columbia County, Oregon to Fir-Tex Insulating Co. recorded September 29, 1948, in Book 101, page 414, Deed Records of Columbia County, Oregon. (affects South half of Section 36, Township 8 North, Range 4 West, Willamette Meridian)
- 8. Reservation of an undivided one-half interest of minerals as reserved in Deed from Nehalem Investment Company to Detroit Trust Company, recorded February 19, 1912 in Book 17, page 284, Deeds. (affects Lot 1 of Section 6, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, and the South half of Northeast quarter and North half of Southeast quarter of Section 31, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon)
- 9. Agreement between property owners recorded March 23, 1914, in Book 20, page 191, Deeds, regarding interior lines of Section 6, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon, as surveyed by L. J. Van Orshoven, Deputy County Surveyor, and indexed in the record of surveys book in the office of the County Clerk, Columbia County, Oregon.
- 10. Easement granted to Pacific Telephone and Telegraph Company, its successors and assigns, dated December 21, 1926, recorded September 21, 1927, in Book 44, page 155, Deed Records of Columbia County, Oregon, including the terms and conditions thereof, from Margaret W. West, a widow, Margaret West Lundeen, A. R. Lundeen, her husband and Maud Erber and G. F. Erber, her husband. (affects South half of Northwest quarter and North half of Southwest quarter of Section 31, Township 7 North, Range 5 West, Willamette Meridian, Columbia County, Oregon)

- 11. Easement and right of way 30 feet in width for forest protection purposes granted to the Oregon State Board of Forestry by instrument recorded March 19, 1935, in Book 57, page 539, Deed Records of Columbia County, Oregon. (affects Section 4, Township 6 North, Range 5 West, Willamette Meridian, Columbia County, Oregon)
- if any
  12. Right, title and interest of Nehalem Asset Company in and to the
  North half of Southeast quarter of Section 11, Township 6 North,
  Range 5 West.
- 13. Oil and Gas Leases, including the terms and provisions thereof, from Columbia County to Superior Oil Company, a California Corporation, executed May 21, 1962 and recorded December 6, 1962 in Book 150, page 570, Deed Records and Book 150, page 573, Deed Records. (affects Mineral Reservations under Exceptions 5 and 7)
- 14. Determination and alteration of the East boundary of Section 10, Township 4 North, Range 5 West, Willamette Meridian, as evidenced by mutual agreement and Quitclaim Deed between Longview Fibre Company, Dant and Russell Inc., and Art Johnson et ux., executed March 19, 1954 and recorded May 8, 1957 in Book 132, page 405, Deed Records as confirmed by Quitclaim Deed from Kaiser Gypsum Company, Inc. recorded January 7, 1958 in Book 135, page 76, Deed Records.
- 15. Rights of the public and rights of fishery, navigation and commerce in the State of Oregon and the United States in that portion of said property lying below high water mark.
- 16. Agreement dated March 1, 1963, expiring March 1, 1968, between the State of Oregon (Board of Forestry) and Kaiser Gypsum Company, Inc., relating to location of the following lines for timber cutting purposes: the centerline of Section 2 between the N1/2 of the SW 1/4 and the S1/2 of the NW1/4; the section line between the SW1/4 of the NW1/4 of Section 2 and the SE1/4 of the NE1/4 of Section 3, all in T 4 N, R 3 W., W. M.
- 17. Substitute Plan for Compliance with the Oregon Forest Conservation Act as executed by Kaiser Gypsum Company, Inc., and approved by the Oregon State Forester under date of October 5, 1961, relating to all forest lands of Kaiser Gypsum Company, Inc., in the State of Oregon.
- 18. Agreement dated July 1, 1964, between Kaiser Gypsum Company, Inc., and Crown Zellerbach Corporation extending to Crown Zellerbach Corporation a permit to maintain and use the existing road in the SW1/4 of Section 11, T 4 N, R 5 W, W. M., and the right to construct and use a portion of new road in the S1/2 of NW1/4 of said section (expiring April 30, 1969).

- 19. Road Use Agreement dated July 1, 1959, as amended by letter dated June 24, 1964, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a permit to use a road located on Kaiser Gypsum Company, Inc., property in the NW1/4 of the SW1/4 of Section 36, T 8 N, R 4 W, W. M., for a period expiring June 30, 1969.
- 20. Logging Contract dated May 8, 1967, between Georgia-Pacific Corporation and Jerry Dean Gann concerning certain timber in the  $S^{\frac{1}{2}}$  of Section 36, T 8 N, R 4 W, W.M., for the period expiring October 31, 1967.
- 21. Right of Way and Road Use Agreement dated September 29, 1967, between Georgia-Pacific Corporation and Allied J. & H. Lumber Co., granting of reciprocal easements through respective properties located in Section 6, T6 N, R 5 W, W.M., and Section 31, T 7 N, R 5 W, W.M., for the period expiring September 29, 1972.
- 22. Current Real Property taxes and assessments not yet due and payable.
- 23. The premises described herein are under reforestation, and are subject to yield permits and yield taxes, and to all other rules and regulations of the State of Oregon regarding reforested areas.
- October 31, 1967, Right of Way and Road Use Agreement (reciprocal) between Thomas J. Ryan et al and Georgia-Pacific Corporation in Section 35 and 36, T 8 N, R 4 W, W. M., Columbia County, Oregon

All the following described real estate in the COUNTY OF COWLITZ, STATE OF WASHINGTON:

Parcel No. 1: The northwest quarter of section 29, township 8 north, range 1 west; W. M.

Parcel No. 2: An easement for right of way purposes over the following described premises:

Starting at the quarter section corner common to sections 20 and 29, township 8 north, range 1 west, W. M.; thence south 30 feet; thence east 30 feet; thence north 30 feet to a point 30 feet east of the point of beginning on section line between sections 20 and 29, said township and range; thence north approximately 800 feet to the county road, running through the south half of section 20, township 8 north, range 1 west, W. M., as now located on a line 30 feet distant from and parallel to the west boundary of the southeast quarter of section 20, township 8 north, range 1 west, W. M.; thence westerly along south boundary of county road to west boundary of southeast quarter of said section 20; thence south along the west boundary of southeast quarter of said section 20 to point of beginning.

Parcel No. 3: An easement for logging road dated May 5, 1966, from Cecil E. Francis et ux to Georgia-Pacific Corporation granting to Georgia-Pacific Corporation use of existing road within the NW\frac{1}{4}NE\frac{1}{4} of Section 29, T 8 N, R 1 W, W.M., for the period expiring April 30, 1971. Said instrument recorded June 3, 1966, in Volume 728, Page 170, Records of Cowlitz County.

### SUBJECT TO:

- 1. Current real property taxes and forest fire patrol assessments not yet due and payable.
- Reservations contained in deed from The Oregon Iron and Steel
  Company for parcels 1 and 2 in Cowlitz County, recorded January
  6, 1912, in volume 54 of deeds, page 226, substantially as follows:

Said grantor expressly excepts from the operation of this conveyance any and all minerals and mineral rights, of every kind, nature and description whatsoever, upon, under or within said lands or any part thereof; and does hereby save and reserve for itself and for its successors and assigns forever, the right to go upon said lands or any part thereof for the purpose of prospecting for, mining and removing from said lands any and all such minerals and for any other purposes which may be necessary or convenient in or about the conduct of such prospecting, mining and other operations.

All the following described real estate in the COUNTY OF PACIFIC, STATE OF WASHINGTON:

- Parcel No. 1: All of fractional section 1, township 14 north, range 9 west, W.M.
- Parcel No. 2: Tract 4 of the Estate of Isaac Whealdon, according to plat recorded in volume "C" of plats, page 46, records of said county, EXCEPTING the right of way of the County Road.
- Parcel No. 3: Tracts 9, 10, 11, 17 and 24 of the Estate of Isaac Whealdon, according to the plat recorded in volume "C" of plats, page 46, records of said county, EXCEPTING the right of way of the State Highway over and across said tract 17.
- Parcel No. 4: The west one-half of the northeast quarter, and the northeast quarter of the northeast quarter of section 32, township li north, range 8 west, W.M., EXCEPTING therefrom the mineral and mining rights in and upon said northeast quarter of northeast quarter of said section 32.

  Also, rights of way over, through and upon the southeast quarter of the northeast quarter of said section 32 for the purpose of the construction, repair, maintenance and operation of a road and/or roads suitable, convenient of sufficient width and satisfactory for the purpose of operation thereover logging trucks and other vehicles in logging and transporting logs and wood from first above described tract only, said rights of way to extend through and upon last above described tract, to and connecting with the county roads as now constructed through said premises and/or as hereafter may be constructed or maintained through or upon said last described tract. EXCEPTING from the two above described tracts the rights for electric transmission lines, the rights of way for public roads, and the right of way for the Deep River Timber Company's railroad, if any.
- Parcel No. 5: Lots 1 and 2 and the south one-half of the northeast cuarter of section 14; and lot 1; the northeast quarter of the northwest quarter of the northwest quarter of section 13, all in township 10 north, range 11 west, W.M. EXCEPTING: Beginning at the northwest corner of lot 2 in section 14 of said township and range; thence south 2475 feet more or less to the southwest corner of the northeast cuarter of said section 14; thence east 391.25 feet; thence north 2475 feet more or less to the north line of said lot 2; thence west 391.25 feet more or less to the place of beginning.

  EXCEPTING: Beginning at a point 71 rods west of the northwest corner of the J. H. Dohman Claim, in section 14 of said township and range, thence running west 6.825 chains; thence south 3.625 chains; thence east 4.70 chains; thence northeasterly to the point of beginning, and being a portion of lot 1 and/or lot 2 of said section 14.

  ALSO EXCEPTING: The right of way for public roads.
- Parcel No. 6: Tracts numbered 2, 3 and 5 "Whealdon Estate" in Sections 27 and 28, township 10 north, range 11 west, W.M., according to plat thereof now on file in the office of the Auditor of and for Pacific County, Washington, EXCEPTING therefrom the former right of way of the Oregon and Washington Railway and Pavigation Company's railroad.

rarel No. 7: The southeast quarter of section 29 and the west one-half of the northeast quarter of section 30, all in township 10 north, range 10 west, W.M., Pacific County, Washington, EXCEPTING the right of way for public roads now laid out and existing upon or through said premises.

Parcel No. 8: The southwest quarter of the southeast quarter of ection 6, township 10 north, range 9 west, W.M.

Parcel No. 9: All of the east one-half of the southwest quarter;
All of the northwest quarter of the southwest quarter; and all of
the east one-half of the southwest quarter of the southwest quarter
of section 4, township 9 north, range 10 west, W.M.; TOGETHER with
the following described perpetual easement and right-of-way namely:
Commencing at a point 18 feet southerly from the Junction of the
State and County Highway in section 5, township 9 north, range 10
went, W.M., Pacific County, Washington, with the top of the south
back of Davey's Slough; thence easterly along the top of Davey's
Lough; thence easterly along the top of the south bank and at a
wistance of 18 feet south from said Slough to a point 18 feet east
of the tection line dividing Sections 4 and 5 in said township and
range; thence north parallel with said section line and 18 feet
east therefrom to the northwest quarter of the southwest quarter of
the southwest quarter of section 4, township 9 north, range 10 west,
W.M.; thence west a distance of 18 feet to said section line dividing
said sections 4 and 5; thence south along said section line to the
top of the south bank of Davey's Slough; thence westerly following
said top bank of said Slough to said State and County Highway;
thence southerly a distance of 18 feet to the point of beginning.
The south line of said right-of-way shall be 18 feet at its narrowest
point from the top of the south bank of said Davey's Slough.

Parcel No. 10: Also various Permits and Agreements as follows:

- Road Use Agreement dated February 1, 1963, as amended by instrument dated April 4, 1963, pursuant to which Allen J. Goulter, Jr., Elaine Goulter and Esther L. Goulter granted to Kaiser Gypsum Company, Inc., a permit to use a road within the  $S_{\frac{1}{2}}^{\frac{1}{2}}NE_{\frac{1}{4}}^{\frac{1}{4}}SW_{\frac{1}{4}}^{\frac{1}{4}}$  in Section 29, T 10 N, R 10 W, W.M., for the period expiring April 14, 1968, and consented to the granting by R. J. Provo and Jessie Provo to Kaiser Gypsum Company, Inc., of the right to use the road within the  $W_{\frac{1}{2}}SE_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 30, T 10 N, R 10 W, W.M.
- Road Use Agreement dated February 1, 1963, pursuant to which Oscar L. Eagar and Kathleen E. Eagar granted to Kaiser Gypsum Company, Inc., a permit to use a road within the  $E^{\frac{1}{2}}SE^{\frac{1}{4}}$  of Section 5 and  $W^{\frac{1}{2}}SW^{\frac{1}{4}}$  of Section 4, T 9 N, R 10 W, W. M., during the period expiring February 1, 1968.
- 3. Agreement dated January 1, 1963, supplemented December 31, 1964, December 31, 1965, and December 31, 1966, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc., a permit to use a road in the NE½SW¼ of Section 30, T 10.N, R 10 W, W.M., for the period expiring December 31, 1967.

- 4. September 10, 1965, Permit from Longview Fibre Company to Kaiser Gypsum Company, Inc., for use of road across portions of  $NW_{4}^{\frac{1}{4}}NE_{4}^{\frac{1}{4}}$  and  $E_{2}^{\frac{1}{2}}NE_{4}^{\frac{1}{4}}$  and  $NE_{4}^{\frac{1}{4}}SE_{4}^{\frac{1}{4}}$  of Section 7, T 10 N, R 9 W, W.M., and to construct and use a portion of road in the  $NW_{4}^{\frac{1}{4}}NE_{4}^{\frac{1}{4}}$  of said Section 7, for a term expiring September 10, 1970.
- Permit dated September 20, 1965, from Weyerhaeuser Company to Kaiser Gypsum Company, Inc., for use of road across fractional S<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub> and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub>, Section 8, T 10 N, R 9 W, W.M., for the period expiring September 10, 1968.
- 6. Letter Agreement for road maintenance agreement dated October 5, 1966, pursuant to which Georgia-Pacific Corporation agrees to pay Crown Zellerbach Corporation \$0.07 per MBF for use of 0.9 mile of the "Wallberg Road" across the SW 4 of Section 29, T 10 N, R 10 W, W. M. Also, the cost of repairs for any excessive damage to the road by Georgia-Pacific Corporation or their contractors. Said agreement expires October 1, 1968.
- Reciprocal Road Use Agreement between R. L. Gensman and Sylvia Gensman ("Gensman") and Kaiser Gypsum Company, Inc., pursuant to which Gensman was granted a permit expiring May 31, 1968, to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M.
- 8. Reciprocal Road Use Agreement dated June 1, 1963, between James A. Luttrell and Madaline Luttrell ("Luttrell") and Kaiser Gypsum Company, Inc., pursuant to which Luttrells were granted a permit to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M. for period expiring May 31, 1968.

SUBJECT TO: (Applicable to Parcels 1 through 9 inclusive)

- 1. Easement for construction, maintenance and operation of an electric transmission line with the necessary guys, towers, wires, fixtures and anchors over parcel 1 in Pacific County, 50 feet in width as surveyed and located over and across Government Lot 2, Southwest Quarter of Northeast Quarter and Southeast Quarter of Section 1, Township 14 North, Range 9 West, Willamette Meridian, as granted to Western Washington Electric Light & Power Company, a corporation, by instrument recorded September 17, 1929 in volume 102, page 83, records of said county.
- 2. Reservations of all minerals contained in deed from Northern Pacific Railway Company, a corporation, for Parcel 1 in Pacific County, recorded August 15, 1940 in volume 121, page 531, records of said county.
- 3. Right of way across parcel 1 in Pacific County for State Road No. 13, constructive notice of which is given by deed recorded August 15, 1940 in volume 121, page 531, records of said county.

- 4. Easement or right of way 10 feet in width over and across tract 24 of Parcel 3 in Pacific County, granted to Town of Ilwaco, a municipal corporation, for the construction and maintenance of a pipe line not less than two feet below the surface of the ground, for a term of 99 years at an annual rental of \$5.00 payable in advance, with the rental for the first 25 years paid at the time of granted easement; recorded December 18, 1936 in volume 115, page 70, records of said county.
- 5. Easement granted February 1, 1943 for a term of 50 years for electric transmission line over and across tract 24 of Parcel 3 in Pacific County, together with poles, guys and wires; also the right to keep the same free from foilage; recorded April 9, 1943 in volume 127 page 220.

ASSIGNED to Public Utility District No. 2 of Pacific County, by instrument recorded in volume 127, page 221, records of said county.

6. Pipe line right of way, reservoir site, easements, rights of ways and other conditions set out in that certain deed from Sarah Williams, a widow, to Lars Bergsvik, dated March 17, 1917, recorded March 29, 1917, in volume 80, page 54, records of said county, over and on parcel 9 in Pacific County, described as follows:

Beginning at a point on the line running through the center of Section 4, a distance of 220 feet North of the Quarter corner between Sections 9 and 4, Township 9 North, Range 10 West, Willamette Meridian; thence West at right angles thereto 270 feet; thence North 200 feet; thence East 270 feet; thence South 200 feet to the place of beginning.

ALSO: A strip of land 5 feet in width on each side of a line beginning at a point on the Section line between Sections 5 and 8 a distance of 927. 5 feet West of the corner common to Sections 4, 5, 8 and 9, Township 9 North, Range 10 West, Willamette Meridian; thence North 24° 41' East 136 feet; thence North 38° 33' East 764 feet; thence North 53° 12' West 592 feet; thence North 70° 09' East 494 feet; thence North 40° 06' East 158 feet; thence North 61° 21' West 124 feet; thence North 67° 02' East 171 feet; thence North 72° 07' East 361 feet; thence South 73° 27' East 151 feet; thence South 76° 27' East 151 feet; thence South 76° 19' East 364 feet; thence South 7° 04' East 200 feet; thence South 41° 08' East 128 feet; thence South 13° 20' East 173 feet; thence South 7° 52' West 110 feet; thence South 29° 15' East 140 feet; thence South 17° 06' East 123 feet; thence South 27° 59' East 354 feet;

TOGETHER with right to use of roads across said parcel 9 in connection with said reservoir and pipe line.

7. Easement for logging road over and across parcel 4 in Pacific County, granted to Crown Zellerbach Corporation, for a period of 5 years from March 3, 1955 with option to renew for an additional 5 years, by instrument recorded May 18, 1955 in volume 165, page 686, records of said county.

- 8. Road Use Agreement dated March 3, 1960, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a permit to use a road within the W1/2 of the NE1/4 and the NE1/4 of the NE1/4 of Section 32, T 11 N, R 8 W, W. M., as extended by Letter Agreement between said Companies dated February 18, 1965, extending the term of such license to March 3, 1970.
- 9. Road Use Agreement dated April 1, 1965, as modified by Letter Agreement dated June 17, 1965, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a license to maintain and use an existing road in the NW1/4 of the SW1/4, the E1/2 of the SW1/4 of the SW1/4 and the SE1/4 of the SW1/4 of Section 4, T 9 N, R 10 W, W. M., and to construct and use a new road in the SE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of said Section 4, all for the period expiring March 31, 1970.
- 10. Reciprocal Road Use Agreement between R. L. Gensman and Sylvia Gensman ("Gensman") and Kaiser Gypsum Company, Inc., pursuant to which Gensman was granted a permit expiring May 31, 1968, to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M.
- 11. Reciprocal Road Use Agreement dated June 1, 1963, between James A. Luttrell and Madaline Luttrell ("Luttrell") and Kaiser Gypsum Company, Inc., pursuant to which Luttrells were granted a permit to use the road within the W1/2 of the NE1/4 of Section 30, T 10 N, R 10 W, W. M. for period expiring May 31, 1968.
- 12. Current real property taxes and forest fire patrol assessments not yet due and payable.

All the following described real estate in the COUNTY OF SKAMANIA, STATE OF WASHINGTON:

Parcel No. 1:  $S_{\frac{1}{2}}^{\frac{1}{2}}N_{\frac{1}{2}}^{\frac{1}{2}}$  and the  $SE_{\frac{1}{4}}^{\frac{1}{4}}$  of Section 19,

Township 2 North, Range 6 East, W.M.

Parcel No. 2: Also various Permits and Agreements as follows:

- Permit dated July 7, 1965, from Longview Fibre Company to Kaiser Gypsum Company, Inc., for use of road within SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, Section 20, T 2 N, R 6 E, W. M., for period expiring July 7, 1970.
- 2. Permit No. 30773, from State of Washington, Department of Natural Resources to Kaiser Gypsum Company, Inc., dated November 23, 1965, for permit to construct and use a road across the NE¼NE¼, Section 30, T 2 N, R 6 E, W. M., and to use a road presently existing within said NE¼NE¼, all for the period expiring November 30, 1968.
- 3. Agreement dated September 26, 1956, between Crown Zellerbach Corporation and Fir-Tex Insulating Board, Inc. (assigned by said last named company to Kaiser Gypsum Company, Inc., on April 9, 1957) as supplemented by instruments dated December 31, 1957, December 31, 1958, December 31, 1959, December 31, 1960, and December 31, 1966, granting a permit to use a portion of the "McCloskey Creek Road" across Crown Zellerbach Corporation lands in Skamania County, Washington, for the period expiring December 31, 1967.
- Right of Way Permit #W-02482 from United States Department of the Interior, Bureau of Land Management, to Kaiser Gypsum Company, Inc., re: Right of way across  $SE^{\frac{1}{4}}SE^{\frac{1}{4}}$ , Section 24, T 2 N, R 5 E, W.M., as modified by November 27, 1963, decision of the Department of the Interior, expiring December 31, 1968.
- July 16, 1965, Letter Agreement between United States
  Department of the Interior, Bonneville Power Administration,
  and Kaiser Gypsum Company, Inc., regarding use of
  Bonneville Power Administration Easement Area for logging
  purposes in Section 29, T 2 N, R 6 E, W.M., between Towers
  41 and 47, all for a period expiring July 16, 1970.

SUBJECT TO: (Applicable to Parcel No. 1 only)

1. A non-exclusive easement for the use of a road for the transportation of logs and for the use of a fire road 30 feet in width granted to St. Helens Pulp & Paper Co., a corporation, by deed dated September 6, 1955, and recorded October 6, 1955, at Page 158 of Book 40 of Deeds, under auditor's file No. 49381, records of Skamania County, Washington.

- 2. Road Use Agreement dated July 29, 1960, pursuant to which Kaiser Gypsum Company, Inc., extended to Crown Zellerbach Corporation a permit to use a road located within the  $S\frac{1}{2}N\frac{1}{2}$  and the  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 19, T 2 N, R 6 E, W. M., as modified by Letter Agreement of May 21, 1965, extending the term thereof to April 30, 1969.
- 3. Current real property taxes and forest fire patrol assessments not yet due and payable.
- 4. Easements and rights of way for public roads, if any.

All the following described real estate in the COUNTY OF WAHKIAKUM, STATE OF WASHINGTON:

- Parcel No. 1: The west half of the southeast quarter of the southwest quarter of section 24, and that portion of the southeast quarter of the southeast quarter of section 24 described as "beginning at the common section corner of sections 19, 24, 25 and 30, and running due west a distance of 660 feet along the section line between sections 24 and 25; thence due north 495 feet; thence due west 330 feet; thence due north 495 feet; thence due east 990 feet; thence due south 990 feet to place of beginning," all in section 24, township 9 north, range 6 west, W.M.
- Parcel No. 2: The northeast quarter of section 24, township 9 north, range 6 west, W.M.
- Parcel No. 4: The south half of the southwest quarter of section il and the northwest quarter of the northwest quarter and lot 1 of section 14 in township 9 north, range 8 west, W.M., EMCEPT that part of said lot 1 conveyed by Philip McDonough et al, to Grays Harbor and Columbia River Railway Company, a Washington corporation, by deed dated March 4, 1908, filed July 25, 1908, as file No. C-95, and recorded in Book "L" of Deeds, page 33, to which recording reference is hereby made for further particulars as to description.
- Parcel No. 5: All tide lands of the second class, as conveyed by the State of Washington, situate in front of, adjacent to or upon that portion of the government meander line lying in front of lot 1, section 14, township 9 north, range 8 west, W.M., having a frontage of 21.06 lineal chains, more or less, measured along the meander line, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.
- Parcel No. 6: A strip of land 150 feet in width, being 100 feet wide on the north side and 50 feet wide on the south side of the center line of the railroad of the Grays Harbor & Columbia River Railway Company, as heretofore located and staked out across or adjacent to Government Lot 1 of Section 14 in township 9 north, range 8 west, W.M., and over and across the tidelands adjacent to said Government Lot 1;
- Parcel No. 7: Lot 1, the northeast quarter of the northwest quarter, and the northwest quarter of the northeast quarter of section 7, township 9 north, range 6 west, W.M.
- Parcel No. 8: The south half of section 6, township 9 north, range 5 west, W.M.
- Parcel No. 9: All of the northeast quarter of the northeast quarter and all of lot 1 of section 25, township 9 north, range 6 west, W.M., and all that part of lot 2 of section 25, township 9 north, range 6 west, W.M., which lies east of the existing county road and is particularly described as follows, to wit:

Beginning at the southeast corner of the aforesaid lot 2; thence west 380 feet, more or less, to the east boundary line of the said existing county road; thence northeasterly, following the east boundary line of said existing county road, to the point on the east boundary line of the aforesaid lot 2 where the same is intersected by the east boundary line of said existing bounty road, which point of intersection is 900 feet, more or less, north of the southeast corner of the aforesaid lot 2; thence south to the boutheast corner of the aforesaid lot 2 and the place of beginning as herein established.

Parcel No. 10: A tract of land in the north half of the northeast quarter and the northeast quarter of the northwest quarter of section 26, township 9 north, range 6 west, W.M., particularly described as follows, to wit: Beginning at the corner common to sections 23, 24, 25 and 26, township and range aforesaid; thence west on the line between the aforesaid sections 23 and 26 a distance of 770 feet to a point thereon which marks the initial point of the lands to be described hereby; thence west on the line between the aforesaid sections 23 and 26 to a point thereon where the easterly boundary line of the Ocean Beach Highway intersects the north boundary line of the northeast quarter of the northwest quarter of section 26, township and range aforesaid; thence southeasterly, along the easterly boundary line of said Ocean Beach Highway, to the point of intersection of the easterly boundary line of said Ocean Beach Highway and the south boundary line of said northeast quarter of the northwest quarter of said section 26; thence east on the south boundary line of the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of said section 26 to the southeast corner of said northwest quarter of the northeast quarter; thence north 80° east 1328 feet, more or less, to a point on the line between sections 26 and 25, township and range aforesaid; thence northwesterly, on a straight line, to the initial point as herein established.

Parcel No. 11: The west half of the southwest quarter of section 24, township 9 north, range 6 west, W.M.

Parcel No. 12: A tract of land in the northeast quarter of the south west quarter of section 24 counship 9 north, range 6 west, W.M., particularly described as a lows, to-wit:

Beginning at the center of the southwest quarter of the aforesaid section 24; thence east 660 feet to a point; thence north 660 feet to a point; thence east 330 feet to a point; thence north 330 feet to a point; thence east 330 feet, more or less, to a point on the east boundary line of the southwest quarter of said section 24; thence north 330 feet to the center of said section 24; thence west to the northwest corner of the northeast quarter of the southwest quarter of said section 24; thence west quarter of said section 24; thence south to the place of beginning.

Parcel No. 13: A tract of land in the southeast quarter of section 24, township 9 north, range 6 west, W.M., particularly described as follows, to-wit:

Beginning at the center of section 24 aforesaid; thence east on the center line running east and west through said section 24, a distance of 660 feet to a point thereon which marks the initial point of the description of this, parcel No. 13; thence south

330 feet to a point; thence west 330 feet to a point; thence south 1320 feet to a point; thence west 330 feet to a point on the center line running north and south through said section 24; thence south on said center line running north and south through said section 24, a distance of 330 feet to a point thereon; thence east 330 feet to a point; thence south 160 feet, more or less, to a point which is 500 feet north of the south boundary line of said section 24; thence east 1320 feet, parallel with and 500 feet distant from the south boundary line of said section 24, to a point; thence north 490 feet to a point; thence east 990 feet to the east boundary line of said section 24; thence north to the northeast corner of the southeast quarter of said section 24; thence west to the initial point as herein established. WITH a right of way for logging road purposes and purposes mecessarily reasonable in connection with the conduct of logging openations and the management of the timber on the property hereinabove described to remove the timber from the lands hereinabove described and the conduct of logging operations thereon, which said right of way shall be 20 feet in width (not definitely described), over, along and across those portions of the northeast quarter of the southwest quarter and the south half of the southeast quarter of said section 24, township 9 north, range 6 west, W.M., not herein-above described, and which right of way, insofar as shall be practical shall be upon the unimproved land and the location of which shall hereafter and within 6 months from May 15, 1944, be surveyed and agreed upon by Henry Longtain and Norma Longtain, his wife, and Fir-Tex Insulating Board Company, a corporation.

Parcel No. 14: The north half of northeast quarter and government lot 4 in section 15, township 9 north, range 8 west, W.M., TOGETHER WITH tidelands, as conveyed by the State of Washington, in front of, adjacent to, or abutting on said lot 4; EXCEPTING therefrom that portion described in Book 12 of Deeds at page 295, being a portion conveyed to Wahkiakum County for highway purposes.

EXCEPTING from Parcel Nos. 4 and 6, located in the County of Wahkiakum, State of Washington, the following:

A strip of land 100 feet wide (except as may be herein after specified), being 50 feet wide on the northerly side and 50 feet wide on the southerly side of the center line of said highway as surveyed over and across lot 4, section 15 and lot 1, section 14, township 9 north, range 8 west, W.M. (except that from Engineer's Station 39/00 to Station 41/00 it shall be 70 feet wide on the northerly side and from Station 18/50 to Station 25/00 it shall be 60 feet wide on the southerly side and from Station 25/00 to Station 41/00 it shall be 80 feet wide on the southerly side), the specific details concerning all of which are to be found within that certain map of definite location now of record and file in the office of the County Engineer at Cathlamet, State of Washington, and bearing date of approval July 7, 1947.

Parcel No. 15: Also various Permits and Agreements as follows:

- 1. Road Use Agreement dated April 1, 1960, originally granted by Columbia River Packers Association, Inc., (now Castle & Cooke, Inc., Bumblebee Seafoods Division) to Kaiser Gypsum Company, Inc., as amended by Letter Agreement dated March 9, 1965, for use of a road within Lots 1 and 2 of Section 15, T 9 N, R 8 W, W.M., in Wahkiakum County, during the period expiring March 31, 1970.
- 2. Agreement dated January 1, 1964, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc., a permit to use a road within the  $SE^{\frac{1}{4}}SE^{\frac{1}{4}}$  of Section 13, T 9 N, R 6 W, W.M., during the period expiring December 31, 1968.
- 3. Agreement dated May 1, 1965, pursuant to which Crown Zellerbach Corporation granted to Kaiser Gypsum Company, Inc. a permit to use an existing road and construct an extension thereof within the  $S_{\frac{1}{2}}S_{\frac{1}{2}}E_{\frac{1}{4}}$  of Section 13, T 9 N, R 6 W, W.M., for the period expiring April 30, 1970.
- 4. Road Use Agreement dated September 15, 1966, between Henry and Norma I. Longtain and Georgia-Pacific Corporation granting Georgia-Pacific Corporation the non-exclusive right, privilege and easement to maintain and use portions of road in the  $S^{\frac{1}{2}}$  of Section 24, T 9 N, R 6 W, W.M., for the period expiring September 15, 1971, subject to extension by mutual agreement of the parties hereto. Recorded November 10, 1966, Recording No. 23875, Volume 23, Page 603, Records of Wahkiakum County.
- 8. Road Use Agreement dated February 15, 1967, pursuant to which Crown Zellerbach Corporation granted to Georgia-Pacific Corporation a license to use a road within the SE<sup>1</sup>/<sub>4</sub> of Section 9, S<sup>1</sup>/<sub>2</sub> of Section 10, and NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 11, together with the use of right of way 40 feet in width and approximately 300 feet in length for road construction purposes in the NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> of Section 11, all in T 9 N, R 8 W, W.M., for the period expiring December 31, 1968.
- 6. Agreement dated February 24, 1967, granting Georgia-Pacific Corporation an easement for logging truck road over and across property in the NE¼NE¼ of Section 26, and the SW¼ of Section 24, T 9 N, R 6 W, W.M., owned by Jack L. and Emily Mae Worthington. Also grants Worthingtons approximately 2 acres of grazing area in the NW corner of Lot 1, Section 25, T 9 N, R 6 W, W.M., for the period expiring February 28, 1972. This instrument recorded March 3, 1967, #24024, Records of Wahkiakum County.

# SUBJECT TO: (Applicable to Parcels 1 through 14 inclusive)

- 1. Exceptions and reservations in deeds from the State of Washington, as to tide lands described in Parcel 5 in Wahkiakum County, recorded in Volume 4 of Deeds, page 535 and Volume 7 of Deeds, page 135, records of Wahkiakum County, whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
- 2. Reservation of right and privilege to maintain a water system existing on that portion of Parcel 13 in Wahkiakum County described as the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 24, Township 9 North, Range 6 West of the Willamette Meridian, in deed dated May 15, 1944, executed by Henry Longtain and Norma Longtain, his wife; recorded May 17, 1944, in Volume 11 of Deeds, page 59, records of Wahkiakum County.
- 3. Reservation of minerals etc., as provided by Sec. 7873 of Rem. Rev. Stats. and reservation of right to acquire rights of way as provided by Sec. 8082 of said statutes, contained in deed from State of Washington to Jay Gibson, dated July 14, 1914, recorded August 4, 1914, in Volume 1 of Deeds, page 462, records of Wahkiakum County, affecting the tidelands described in Parcel 14 of Wahkiakum County.
- 4. Any question as to the sufficiency of the description or location of the easement described in Parcel 13 in Wahkiakum County, dependent upon survey and agreement between Henry Longtain and Norma Longtain, his wife, and Fir-Tex Insulating Board, Inc., which were to have been made within 6 months from May 15, 1944.
- 5. Easements for logging roads granted to Crown Zellerbach Corporation, over Parcel 2 in Wahkiakum County by instruments recorded September 27, 1955 in Volume 16 of Deeds, pages 329 and 523, records of Wahkiakum County.
- 6. Easement for logging road granted to The Long-Bell Lumber Company over Parcel 9 in Wahkiakum County for a period of 5 years from January 9, 1955 with option to renew for additional 5 year periods but not to extend beyond January 1, 1975, by instrument recorded February 10, 1955 in Volume 15 of Deeds, page 489, records of Wahkiakum County.
- 7. Easement for logging road granted to St. Helen's Pulp and Paper Company over Parcel 9 in Wahkiakum County for a period of 5 years from March 3, 1955, with option to renew for an additional 5 years, by instrument recorded May 19, 1955, in Volume 16 of Deeds, page 236, records of Wahkiakum County.
- 8. Agreement dated May 30, 1960, between Kaiser Gypsum Company, Inc., and Columbia River Packers Association, Inc. (now Castle & Cooke, Inc., Bumble Bee Seafoods Division) pursuant to which Kaiser Gypsum Company, Inc., granted a license to maintain a headworks dam in Section 15, T 9 N, R 8 W, W. M., during the period expiring August 31, 1975.

- 9. Lease from Kaiser Gypsum Company, Inc., to Henry Longtain of the SE1/4 of the SW1/4 of the NE1/4 of Section 24, T 9 N, R 6 W, W. M., for period terminable by either party on 90 days notice to the other.
- July 14, 1964, Lease from Kaiser Gypsum Company, Inc., to Jack L. Worthington and Emile Mae Worthington of two acres of pastureland in NW corner of Lot 1, Section 25, T 9 N, R 6 W, W. M., for a period expiring at the end of any calendar year on thirty days written notice from either party.
- 11. Road Use Agreement dated August 1, 1960, as amended by Letter Agreement dated September 10, 1965, pursuant to which Kaiser Gypsum Company, Inc., granted to Crown Zellerbach Corporation a license to use a road within the E1/2 of the NE1/4 of Section 24, T9 N, R 6 W, W. M., for period expiring July 31, 1970.
- Road Use Agreement dated March 3, 1960, as amended by letter dated February 18, 1965, pursuant to which Kaiser Gypsum Company, Inc., granted to Crown Zellerbach Corporation a license to use a road within Lots 1 and 2 and the NE1/4 of the NE1/4 of Section 25, T 9 N, R 6 W, W. M., for period expiring March 3, 1970.
- 13. Read Use Agreement dated May 27, 1960, as amended by letter dated April 2, 1965, pursuant to which Kaiser Gypsum Company, Inc., granted to Crown Zellerbach Corporation a permit to maintain and use a road across the NEI/4 of Section 24, T 9 N, R 6 W, W. M., for the period expiring May 26, 1970.
- 14. Current real property taxes and forest fire patrol assessments not yet due and payable.
- Easement granted July 22, 1959, by Kaiser Gypsum Company, Inc., to Earl Garrish, as amended by letter dated June 25, 1964, re: water pipeline within the NE1/4 of the NW1/4, Section 28, 19N, R 6 W, W. M., for the period expiring July 22, 1969.
- Logging Contract dated March 2, 1967, and extended by Agreement dated September 29, 1967, between Georgia-Pacific Corporation and Howard L. Wirkkala relating to timber in the  $S\frac{1}{2}SW\frac{1}{4}$  of Section 11, and parts of Sections14 and 15, all in T 9 N, R 8 W, W.M., for the period expiring November 15, 1968.
- 17. Logging Contract dated March 2, 1967 and extended by Agreement dated September 29, 1967, between Georgia-Pacific Corporation and Howard L. Wirkkala relating to timber in portions of Sections 24 and 25 in T 9 N, R 6 W, W.M., for the period expiring November 15, 1968.

- Logging Contract dated September 25, 1967, between Georgia-Pacific Corporation and Howard L. Wirkkala and Ted M. Johnson providing for the loading and delivery of logs by Johnson previously felled by Wirkkala in the SW\(\frac{1}{4}\)NE\(\frac{1}{4}\) and S\(\frac{1}{2}\)SE\(\frac{1}{4}\) of Section 24, T 9 N, R 6 W, W.M. for the period expiring November 15, 1967.
- 19. Agreement dated February 24, 1967, granting Georgia-Pacific Corporation an easement for logging truck road over and across property in the NE½NE¼ of Section 26, and the SW¼ of Section 24, T 9 N, R 6 W, W.M., owned by Jack L. and Emily Mae Worthington. Also grants Worthingtons approximately 2 acres of grazing area in the NW corner of Lot 1, Section 25, T 9 N, R 6 W, W.M., for the period expiring February 28, 1972. This instrument recorded March 3, 1967, #24024, Records of Wahkiakum County.

