

See Right of Way Agreement Book 1476 P 524

MOORE COUNTY

STATE OF NORTH CAROLINA
DEC-1988

BOOK state PAGE
00636 00502
WARRANTY DEED

Dec 5 1 52 PM '88

MRS. JUDITH M. ADAMS
REGISTER OF DEEDS
MOORE COUNTY, N.C.

Tax: Willamette Industries
P.O. Drawer 1100
Rushon, IA 71273
Attn: Gerald Williams

\$74.00 recording
718.50 stamp
792.50 pd

Mail: Lonkle & Bayd
P.O. Box 11859
Columbus, SC 29211

THIS WARRANTY DEED made on the 1st day of December, 1988, by BOISE CASCADE CORPORATION, a Delaware corporation, city of Boise, county of Ada, state of Idaho, herein referred to as Grantor, to WILLAMETTE INDUSTRIES, INC., an Oregon corporation, of 3800 First Interstate Tower, city of Portland, county of Multnomah, state of Oregon, herein referred to as Grantee.

Witnesseth, that Grantor, in consideration of \$5.00 and other valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell, and convey to Grantee, its successors and assigns, all those certain tracts or parcels of land in the county of Moore, state of North Carolina, and as described on Exhibit A attached hereto and by this reference made a part hereof. The Grantor reserves all Mineral Rights in the above-described property. The term "Mineral Rights" shall mean the ownership, use, enjoyment, disposition, exploitation, or development of any and all minerals now or hereafter susceptible of commercial exploitation from the land described on Exhibit A, including, without limitation, all base and precious metals, coal, industrial minerals, and all oil, gas, and other liquid or gaseous hydrocarbons, but excluding sand and gravel. Mineral Rights shall include the right to use the surface and subsurface of the lands in connection with exploration for, extraction, treatment, and development of minerals, provided that the owner of the Mineral Rights shall from time to time, but at least 30 days prior to commencement of the planned activities, notify the surface owner of its planned activities, provided that no notice need be given in connection with activities on lands for which an annual rental is being paid as provided below and notice of less than 30 days may be given where no surface disturbance or disruption of the activities of the surface owner will occur as a result of the mineral owner's activity, and shall compensate the surface owner for the following: (i) the fair market value of damages to any crops, timber, or other improvements caused by its activities, (ii) the annual fair rental value of that part of surface where activities of the surface owner (including, without limitations, growing timber) are disrupted in connection with extraction, treatment, and development (however, no amount shall be paid for use for exploration including, without limitation, drilling, trenching, etc., or for roads unless the road is used exclusively by the mineral owner) based upon the surface owner's use of the property at the commencement of use by the mineral owner determined and payable annually in advance, and (iii) in the event the mineral owner does not place the surface of the property in substantially the same condition it was in prior to use by the mineral owner at the conclusion of use by the mineral owner, the then fair market value of surface area based upon its use by the surface owner at the commencement of mineral activities on the surface area in question. The surface owner may convey to the mineral owner title to any property not restored by the mineral

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owner. The mineral owner shall be entitled to commence use of the surface even if the parties have not agreed upon the amount of any payment to the surface owner. In the event the mineral owner and surface owner can not agree on any amounts payable hereunder, they shall appoint a qualified independent third party to determine the amount payable which shall be binding on the parties, and in the event they can not agree upon the independent third party, either party may apply to the chief judge of the Federal District Court for the district where the property is located who shall appoint the independent third party. Each notice of planned mineral activities shall include a legal description, surveyor's plat, or other description reasonably identifying the affected property.

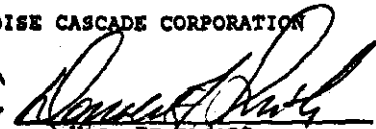
Subject to and excepting those matters described on Exhibit B attached hereto and by this reference made a part hereof.

To have and to hold the above-described land, and all privileges and appurtenances thereto belonging, to Grantee, its successors and assigns, forever.

And Grantor covenants with Grantee, its successors and assigns, that it is seized of the premises in fee; that it has the right to convey in fee simple; that the premises are free and clear from all encumbrances; and that it will warrant and defend the title to the above-described premises against the claims of all persons whomsoever.

IN WITNESS WHEREOF, it has hereunto set its hand and seal on the date first above written.

BOISE CASCADE CORPORATION

By 
Vice President

ATTEST

By 
Assistant Secretary

(Corporate Seal)



STATE OF IDAHO
COUNTY OF ADA

I, the undersigned, a Notary Public of the county and state aforesaid, do hereby certify that J. S. Munson personally appeared before me this day and acknowledged that he is Assistant Secretary of Boise Cascade corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, sealed with its Corporate Seal and attested by him as its Assistant Secretary.

Witness my hand and Notarial Seal this 1st day of December, 1988.

Jeanell M. Trieber
Notary Public

My Commission Expires: 10/1/91



North of Idaho
Moore County

The foregoing certificate of Jeanell M. Trieber, Notary Public is certified to be correct.
This 5th day of December, 1988.

Judith M. Adams, Registrar of Deeds
Judith M. Adams
Assistant

EXHIBIT A
MOORE COUNTY, NORTH CAROLINA

<u>TRACT NAME</u>	<u>AFE NUMBER</u>
Blue Estate	X91-77-005
Shields	X91-77-009
Melvin, J.S.	X91-77-022
Riddle	X91-77-054-002
Sinclair Lumber Co.	X91-78-055-009
Craig	X91-78-087
Craig	X91-78-093
Riddle	X91-78-117
Sinclair	X91-78-133
Craig-Childress	X91-79-016
Blue	X91-79-053
M.C. Muse	X91-79-080
ATCO Corp	X91-79-102
Matthews	X91-79-110
Weyer*ser (Moore #3)	X91-79-134-003
Weyer*ser (Moore #5)	X91-79-134-008
J.C. Robbins	X91-79-158
Kelly	X91-80-002
Cox, B.L.	X91-80-013
Sinclair, C.T.	X91-80-021