

Preliminary Title Report for general reference only. The information included in this document is believed to be correct to the best of our knowledge. The Haynes estate, nor the auction company or other agents of the estate do not warrant or guarantee the accuracy of the report. Prospective buyers are encouraged to seek legal advice concerning mineral rights, and other issues that the prospective buyer may deem to be important in considering the Haynes Estate Properties.

May 21, 2012

Estate of Agnes B. Haynes



Charleston, West Virginia 25301

Re: 199.42 Acres Meadow Bluff District

Consisting of Four (4) Tracts:

100 Acres Boggs Creek - Tax Map/Parcel: 68/39

59.10 Acres Boggs Creek, Rainelle - Tax Map/Parcel: 68/16

4.82 Acres and Right-of-Way - Tax Map/Parcel: 68/16.2

15.18 Acres Meadow River Land Co. - Tax Map/Parcel: 68/16.1

Dear Sir or Madame:

Pursuant to your request in regard to the above-mentioned matter, we have investigated the records of the Office of the Clerk of the County Commission of Greenbrier County, West Virginia, as disclosed by the indexes contained therein, and we have the following to report:

DEED DESCRIPTION

The subject property was surveyed in April of 2012 by Rickford Walton and the four (4) tracts were combined into one legal description as shown on **DESCRIPTION OF SURVEY 199.42 ACRES** attached hereto and marked EXHIBIT A. I believe you already have a copy of his map (PLAT OF SURVEY FOR THE ESTATE OF AGNES D. HAYNES) which is dated April, 2012.

CHAIN OF TITLE

Agnes D. Haynes died testate a resident of Greenbrier County, West Virginia and by her Last Will and Testament dated July 27, 2007 and recorded on April 29, 2011 in the aforesaid Clerk's Office in Will Book 62, at Page 546, the said Agnes D. Haynes directed that her Executor sell all of the residue of her property (and then to pay the net proceeds to seven named nephews and nieces). A copy is attached hereto and marked EXHIBIT B.

Lawrence M. Haynes died testate on April 30, 2005 a resident of Greenbrier County, West Virginia and by his Last Will and Testament dated April 17, 2005 and of record in the aforesaid Clerk's Office in Will Book 55, at Page 654, the said Lawrence M. Haynes devised all of his property to his sister, Agnes D. Haynes. A copy is attached hereto and marked EXHIBIT C.

Estate of Agnes B. Haynes
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Tract One:

By Deed dated November 28, 1954 and of record in the aforesaid Clerk's Office in Deed Book 191, at Page 299, Anna B. Haynes, Dewey A. and Blanche Haynes, Lacy L. and Gladys Haynes, George S. and Emma Haynes, Arthur C. and Madge Hanyes, William D. and Vera Haynes, J. B. and Myrtle Buster, being the widow and heirs of Levi C. Haynes, deceased, conveyed to Lawrence Haynes and Agnes Haynes, a tract or parcel of real estate situate on the waters of Boggs Creek, containing **100 acres**, more or less, adjoining the land of Wilson Sims and the Meadow River Lumber Company, and locally known as the J. W. Osborne place. A copy is attached hereto and marked EXHIBIT D.

By Deed dated January 27, 1930 and of record in the aforesaid Clerk's Office in Deed Book 115, at Page 635, Mrs. M. F. Coff and Mr. J. C. Brown conveyed to Levi C. Haynes, a tract or parcel of land, lying and being on the waters of Boggs' Creek containing 100 acres more or less, adjoining the land of Wilson Sims and the Meadow River Lumber Company, and locally known as the J. W. Osborne place. A copy is attached hereto and marked EXHIBIT E.

Tract Two:

By Deed dated November 28, 1954 and of record in the aforesaid Clerk's Office in Deed Book 191, at Page 299, Anna B. Haynes, Dewey A. and Blanche Haynes, Lacy L. and Gladys Haynes, George S. and Emma Haynes, Arthur C. and Madge Hanyes, William D. and Vera Haynes, J. B. and Myrtle Buster, being the widow and heirs of Levi C. Haynes, deceased, conveyed to Lawrence Haynes and Agnes Haynes, a tract or parcel of real estate situate on the waters of Boggs Creek in Meadow Bluff District containing **59.12 acres**, more or less. A copy is attached hereto and marked EXHIBIT D.

Tract Three:

By Deed dated February 1, 2005 and of record in the aforesaid Clerk's Office in Deed Book 495, at Page 808, Teresa Brown, single, conveyed to L. M. Haynes, single, and Agnes Haynes, single, a parcel of land on the watershed of Boggs Creek, containing **4.82 acres** as surveyed by Greenbrier Surveying Company in September, 1990. A copy is attached hereto and marked EXHIBIT F.

By Deed dated October 11, 1990 and of record in the aforesaid Clerk's Office in Deed Book 403, at Page 199, L. M. Haynes, single, and Agnes Haynes, single, conveyed to Teresa Brown, a parcel of land on the watershed of Boggs Creek, containing 4.82 acres as surveyed by Greenbrier Surveying Company in September, 1990. A copy is attached hereto and marked EXHIBIT G.

Although according to the tax map this came out of Tract Two, the surveyor (Rick Walton) believes it came out of all three of the other tracts herein.

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Page Three

Tract Four:

By Deed dated March 14, 1957 and of record in the aforesaid Clerk's Office in Deed Book 198, at Page 522, The Meadow River Lumber Company conveyed to Laurence Haynes and Agnes Haynes a tract of land situate on the waters of Boggs Creek, containing **20.00 acres**, more or less. A copy is attached hereto and marked EXHIBIT H.

LIENS AND ENCUMBRANCES

No unreleased liens or encumbrances were found of record during the period searched which could still affect the property.

MINERALS, MINING AND DRILLING RIGHTS

I found no indication during the period searched that the property includes the minerals. As shown below none of the four (4) tracts have any assessments for minerals. If any of these tracts in fact include the minerals, then the tax assessments for at least the last ten (10) years are incorrect. I found no mineral leases or anything of that nature during the period searched. It is possible that one or more of these tracts may have been intended to be fee tracts (surface and minerals), but to determine that would require more extensive and lengthy research in the County Clerk's Office, the Assessor's Office and probably the Auditor's Office in Charleston.

EASEMENTS

I found the following non-specific utility easements which may be against the property:

Easement to Appalachian Power Company dated May 2, 1979 recorded in Deed Book 327, Page 622.

Easement to Appalachian Power Company dated March 21, 1979 recorded in Deed Book 326, Page 715.

Easement to Appalachian Power Company dated November 21, 1968 recorded in Deed Book 248, Page 203.

Easement to C & P Telephone Co. dated September 22, 1976 recorded in Deed Book 306, Page 406.

There is an EASEMENT EXCHANGE dated September 19, 2007 between Agnes D. Haynes, for herself and as the Executrix of the Estate of Lawrence Haynes, and Plum Creek Timberlands, L.P. and of record in the aforesaid Clerk's Office in Deed Book 521, at Page 714. Please find enclosed a copy of this including the descriptions of the easements of rights-of-way marked EXHIBIT I. This was provided to me, but for some reason I did not find this in the indexes of the aforesaid Clerk's Office. This is also referred to on Rick Walton's map.

There are other possible easements shown on Rick Walton's map including extensive gravel roads and a railroad grade. There are also or appear to be two (2) or three (3) driveways off of the gravel roads.

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Page Four

Please note that Deed Book 191, at Page 299 (EXHIBIT D) contains the following language:

“It is expressly understood and agreed by and between the said parties of this instrument that the Meadow River Lumber Company shall retain rights-of-way in, on, over and across the above described tracts of land for the convenience of transporting coal, timber, and/or other products.”

This could pertain to the 59.12 acre tract and the 100 acre tract.

Please note that Deed Book 198, at Page 522 (EXHIBIT H) contains the following language:

“The Meadow River Lumber Company reserves and does not herein convey the coal, oil, gas, and other minerals in, on and under the herein described surface tract of land and reserves to itself, its successors and assigns the right to enter, mine, operate and remove all of the said coal, oil, gas and other minerals, with all necessary and convenient rights of way for roads, tramroads, railroads, and other roads for the removal of the said coal, oil, gas and other minerals and for the removal of the coal, oil, gas and other minerals and timber and forest products from adjoining and neighboring lands.”

This could affect the 20 acre tract (15.18 acres) and neighboring and adjacent tracts. Both this reservation and the reservation in the preceding paragraph were referred to on Rick Walton’s map.

Please note that Deed Book 115, at Page 635 (EXHIBIT E) contains the following language:

“Meadow River Lumber Company retains the privilege for necessary and convenient rights-of-way for ingress, egress and regress in, on, over and across the above described tract of land for the construction, building and operating a railroad of standard specifications only, for the purpose of a common carrier railroad.”

ZONING

Our report is limited to the records of the Office of the Clerk of the County Commission of Greenbrier County. To determine what, if any, zoning applies to this property, you would have to contact the Greenbrier County Zoning Office.

ENVIRONMENTAL MATTERS

Because this report is limited to the records contained in the aforesaid Clerk’s Office, we have not determined nor do we represent whether or not this property is free of any environmental hazards or hazardous materials, or whether any environmental laws or restrictions have been violated in regards to this property. However, we found no recorded liens in that regard during the period searched.

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REAL ESTATE TAXES

Taxes for the year 2011 have been paid. The property has been assessed and the values extended in Meadow Bluff District from the year 2002 through the year 2011. The property is assessed for the year 2011 as follows:

Tract One:

Owner: AGNES HAYNES
Property: (100 A. (B). BOGGS CREEK
Assessed Land Value: \$ 18,600.00
Assessed Building Value: \$ 0.00
Assessed Mineral Value: \$ 0.00
Total Assessed Value: \$ 18,600.00
Taxes Per Half: \$ 196.85
Tax Map / Parcel: 68/39
Assessors Account Number: 00021773
2011 Ticket Number: 18634

Tract Two:

Owner: AGNES HAYNES
Property: ACREAGE 59.10 (D) BOGGS CREEK RAINELLE
Assessed Land Value: \$ 10,680.00
Assessed Building Value: \$ 0.00
Assessed Mineral Value: \$ 0.00
Total Assessed Value: \$ 10,680.00
Taxes Per Half: \$ 113.03
Tax Map / Parcel: 68/16
Assessors Account Number: 00021742
2011 Ticket Number: 18631

Tract Three:

Owner: AGNES HAYNES
Property: 4.82 AC & R/W BROWN
Assessed Land Value: \$ 2,820.00
Assessed Building Value: \$ 10,920.00
Assessed Mineral Value: \$ 0.00
Total Assessed Value: \$ 13,740.00
Taxes Per Half: \$ 145.41
Tax Map / Parcel: 68/16.2
Assessors Account Number: 00021744
2011 Ticket Number: 18633


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Tract Four:

Owner:	AGNES HAYNES
Property:	15.18 AC MEADOW RIVER LAND CO
Assessed Land Value:	\$ 2,820.00
Assessed Building Value:	\$ 0.00
Assessed Mineral Value:	\$ 0.00
Total Assessed Value:	\$ 2,820.00
Taxes Per Half:	\$ 29.85
Tax Map / Parcel:	68/16.1
Assessors Account Number:	00021743
2011 Ticket Number:	18632

TAX MAP

Please find enclosed a copy of a portion of Tax Map 68 attached hereto and marked EXHIBIT J. The subject property is marked on said Map as 11-68-39, 11-68-16, 11-68-16-1 and 11-68-16-2. As you can see, the shape of the property on the tax map is quite different from Rick Walton's survey.

CONCLUSION

This report is subject to all the foregoing, to any unfiled mechanics' or materialmen's liens, to an accurate survey by a licensed engineer or surveyor to determine the accuracy and sufficiency of the aforesaid description, to whatever would be revealed by a visual inspection of the property, and is also subject to the accuracy and sufficiency of the said indexes and records, as disclosed by the indexes contained in the aforesaid Clerk's Office (especially subject to the accuracy and sufficiency of the computer indexes), to the correctness and sufficiency of the listings and assessments in the Land Books for said tax district contained in said Clerk's Office and to the accuracy of the records of the Sheriff's Office as to whether said tax assessments have been paid. Subject to all the foregoing, it is our opinion that you now hold a good and marketable title to the subject real estate.

PERIOD OF SEARCH

This report is limited to and subject to the records of the aforesaid Clerk's Office, as disclosed by the indexes contained therein, as of May 14, 2012 at 8:30 A.M. back to the year 1970.

Thank you very much. Please advise me if you have any questions.

Best regards.

Sincerely,



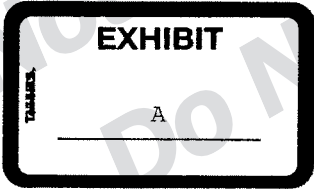


DESCRIPTION OF SURVEY
199.42 ACRES

Being a certain parcel of land situate on the waters of Boggs Creek, in Meadow Bluff District of Greenbrier County, West Virginia, and being more particularly bounded and described as follows:

Beginning at a 14" Ash, found, on the easterly bank of Boggs Creek, corner to Plum Creek Timberlands, LP, (DB 471 Pg 644) and corner to Agnes D. Haynes (WB 55 Pg 654) of which this description is for, thence with Plum Creek;

- South 24°24'51" East, 754.00 feet to a set stone, found, from which South 85°East, 4.0 feet bears a 13" Maple and from which South 6°West, 5.7 feet bears an 8" Red Oak, thence continuing with Plum Creek;
- South 71°15'11" West, 337.28 feet to a set stone, found, from which South 70°West, 3.6 feet bears a 4" Beech and from which North 88°East, 8.8 feet bears a 24" White Oak, thence continuing with Plum Creek;
- South 76°13'41" West, 305.65 feet to a 1"iron pipe, found, from which North 75°East, 0.8 feet bears a 2" Beech and from which South 47°East, 7.5 feet bears a 5" Maple, thence continuing with Plum Creek;
- South 38°49'27" West, 134.66 feet to a 1" iron pipe, found, from which North 50°West, 4.9 feet bears a 10" Maple and from which South 80°West, 4.0 feet bears a 4" Maple, thence continuing with Plum Creek;
- South 21°24'00" West, 815.80 feet to a 1-1/4" iron pipe, found, from which South 5° West, 5.4 feet bears a 6" Maple and from which North 85°West, 7.2 feet bears a 10" Maple, thence continuing with Plum Creek;
- South 21°09'25" East, 621.73 feet to a 5/8" rebar, set, at the edge of a log skidding road from which North 46°West, 16.1 feet bears a 16" Hickory and from which South 10°West, 10.5 feet bears 5" Beech, thence continuing with Plum Creek;
- South 58°13'58" West, 471.51 feet to a 1-1/2" iron pipe, found, from which South 77°East, 14.3 feet bears an 18" Maple and from which North 25° West, 13.7 feet bears an 8" Maple, thence continuing with Plum Creek;
- South 05°33'20" West, 1463.90 feet to a 5/8" rebar, set, from which North 40°West, 9.2 feet bears a 12" Beech and from which North 4°East, 24.0 feet bears a 20" Maple, thence with Plum Creek;



South 29°20'53" East, 245.20 feet to a 5/8" rebar, set, on a ridge from which North 60° East, 5.3 feet bears an 8" Beech with hacks and from which South 15° West, 4.7 feet bears a 14" Beech, thence continuing with Plum Creek;

South 21°28'10" East, 1218.33 feet to a 5/8" rebar, set, above a drain, from which North 64° West, 5.1 feet bears a 5" Beech and from which South 80° West, 2.2 feet bears a 15" Maple, thence continuing with Plum Creek;

South 54°32'09" East, 306.79 feet to a 5/8" rebar, set, from which South 73° West, 5.2 feet bears a 10" Black Oak and from which North 65° East, 10.5 feet bears a 12" White Oak, thence continuing with Plum Creek;

South 04°41'14" West, 736.77 feet to a 5/8" rebar, set at a fence corner, on the line of Gary G. Veronneau (DB 347 Pg 87), corner to Plum Creek, from which North 30° West, 1.6 feet bears a 15" White Oak and from which South 15° West, 6.5 feet bears a 2" Maple, thence leaving Plum Creek and with Veronneau;

North 78°14'35" West, 403.96 feet to a 5/8" rebar, set on the westerly edge of Boggs Creek, from which South 57° West, 9.3 feet bears a double 6" Beech, thence continuing with Veronneau and going down the creek;

North 27°45'04" East, 253.24 feet to a 5/8" rebar, set at the edge of Boggs Creek, from which North 10° East, 6.6 feet bears a 20" Maple, thence continuing with Veronneau;

South 82°23'28" West, 133.50 feet to a point in Boggs Creek, from which South 17°40'39" West, 14.65 feet bears a 5/8" rebar, set on the westerly bank of the creek as a reference, thence continuing with Veronneau and the creek;

North 51°51'32" West, 132.00 feet to a point in Boggs Creek, from which South 23°54'33" West, 7.05 feet bears a 5/8" rebar, set on the westerly bank of the creek as a reference, thence continuing with Veronneau;

North 55°53'28" East, 115.00 feet to a 5/8" rebar, set on top of the westerly creek bank of Boggs Creek, from which South 24° East, 2.9 feet bears a 6" Ironwood and from which South 54° West, 6.2 feet bears a 9" Ironwood, thence continuing with Veronneau;

North 13°21'32" West, 113.50	feet to a 5/8" rebar, set on top of the westerly bank of Boggs Creek, from which South 19° West, 8.0 feet bears a 36" triple Red Oak, thence continuing with Veronneau;
South 81°23'28" West, 60.00	feet to a point in Boggs Creek, from which South 06°37'36" West, 11.44 feet bears a 5/8" rebar, set on the westerly bank as a reference, thence continuing with Veronneau;
North 65°56'32" West, 188.00	feet to a 5/8" rebar, set, at the westerly edge of Boggs Creek, from which South 60° West, 3.0 feet bears a 5" Ironwood and from which South 85° East, 6.2 feet bears a 9" Maple, thence continuing with Veronneau;
North 36°06'32" West, 136.00	feet to a 5/8" rebar, set, on top of the westerly bank of Boggs Creek, from which North 60° East, 4.9 feet bears a 16" Beech and from which West, 6.2 feet bears a 15" Beech, thence leaving the creek and continuing with Veronneau and;
South 60°38'28" West, 571.00	feet to a set stone, found, in an old rail road grade, corner to Veronneau and corner to Plum Creek, thence leaving Veronneau and with Plum Creek;
North 75°58'40" West, 202.37	feet to a set stone, found, from which South, 8.2 feet bears a 10" Birch and from which North 5° East, 10.2 feet bears a 15" White Oak, thence continuing with Plum Creek;
North 02°54'48" East, 225.98	feet to a set stone, found, from which North 60° West, 7.8 feet bears a 15" Beech and from which North 84° East, 7.5 feet bears a 5" Beech, thence continuing with Plum Creek;
North 48°45'56" East, 182.81	feet to a 20" Maple, found with 3 hacks on two sides, thence continuing with Plum Creek;
North 51°26'00" East 221.00	feet to a 5/8" rebar, set on the southwest side of an old rail road grade, from which South 37° East, 0.8 feet bears a metal post and from which South 75° West, 11.2 feet bears a 13" Birch, thence continuing with Plum Creek;
North 20°58'28" West, 737.00	feet to a large iron bolt, found in the center of the old rail road grade, thence continuing with Plum Creek;
North 37°59'00" West, 327.00	feet to a 5/8" rebar, set, in the old rail road grade, from which North 3° West, 16.0 feet bears a 10" Hickory, thence continuing with Plum Creek;

North 67°44'00" West, 338.20 feet to a 5/8" rebar, set, on the southwest side of the old rail road grade, from which North 40° East, 18.0 feet bears a 14" Poplar, and from which South 70° East, 9.2 feet bears a metal post, thence continuing with Plum Creek;

North 45°14'00" West, 192.20 feet to a 5/8" rebar, set on the westerly edge of Boggs Creek, from which South 21° East, 5.0 feet bears a 12" Beech, and from which South 43° East, 4.9 feet bears a metal post, thence continuing with Plum Creek;

North 03°38'50" East, 219.71 feet, crossing Boggs Creek to a 5/8" rebar, set in the old rail road grade, from which South 77° East, 5.7 feet bears a 10" Elm, thence continuing with Plum Creek;

North 33°59'53" West, 371.30 feet, re-crossing Boggs Creek at 42 feet, to a set stone, found, from which South 45° West, 4.2 feet bears a 15" Chestnut Oak and from which North 10° West, 7.0 feet bears a 12" White Oak, thence continuing with Plum Creek;

North 42°29'05" West, 1515.71 feet, crossing a graveled road at 273 feet, to a set stone, found, from which South 70° West, 7.3 feet bears a 14" White Oak, thence continuing with Plum Creek;

North 53°57'47" East, 999.34 feet to a set stone, found, from which South 23° West, 8.6 feet to an 8" Maple and from which South 67° East, 6.8 feet bears a 10" White Oak, thence continuing with Plum Creek;

South 89°24'21" East, 457.38 feet to a set stone, found, from which North 50° West, 12.2 feet to an 8" Chestnut Oak and from which South 62° East, 14.7 feet bears a 10" Chestnut Oak, thence continuing with Plum Creek;

North 45°47'52" East, 762.66 feet to a 28" Maple, found, marked with hacks on two sides, from which South 35° East, 13.8 feet bears a 20" Beech, thence continuing with Plum Creek;

North 69°56'24" East, 294.54 feet to a set stone, found, from which South 60° West, 6.2 feet bears an 18" White Oak, thence continuing with Plum Creek;

North 11°39'44" East, 907.70 feet to a set stone, found, from which South 40° East, 1.5 feet bears a 20" White Oak, thence continuing with Plum Creek;

North 74°32'02" East, 1283.20 feet, crossing the graveled road at 639 feet, crossing another graveled road at 923 feet, and re-crossing Boggs Creek to the beginning, containing 199.42 acres as surveyed in April, 2012 by Rickford Walton, PS 856, Leivasy, West Virginia, and as shown on a plat attached hereto and made a part of this description.

And being part of that same land conveyed by Lawrence M. Haynes unto Agnes D. Haynes by a will dated the 17th day of April, 2005 and of record in the Office of Clerk of the County Commission of Greenbrier County, West Virginia in Will Book 55 at page 654. And more particularly being all that same land conveyed by Teresa Brown unto L.M. Haynes and Agnes Haynes by a deed dated the 1st day of February, 2005, of record in Deed Book 495 at page 806, and also being all that same land conveyed by Anna B. Haynes, et al, heirs of Levi C. Haynes, unto Lawrence Haynes and Agnes Haynes by a deed dated the 28th day of November, 1954, and of record in Deed Book 191 at page 299, and also being all that same land conveyed by Meadow River Lumber Company unto Lawrence Haynes and Agnes Haynes by a deed dated the 14th day of March, 1957, and of record in Deed Book 198 at page 522,

LAST WILL AND TESTAMENT

OF

AGNES D. HAYNES

W J LIVESAY SR.
 GREENBRIER County 04:02:55
 Instrument No 87310
 Date Recorded 04/29/2011
 Document Type WILL
 Pages Recorded 4
 Book-Page 62-546
 Recording Fee \$5.00
 Additional \$6.00

I, Agnes D. Haynes of Rainelle, Greenbrier County, West Virginia being of full age and of sound mind and memory do hereby make, publish and declare this to be my Last Will and Testament and do hereby revoke all the previous testamentary dispositions heretofore by me made.

I.

I direct that my Executor hereinafter named, pay my just debts, taxes and funeral expenses as soon after my death as practical.

II.

I give and devise unto Richard Haynes of 1138 Broadway, Piqua, Ohio 45356, my residence being Lot 11 including the house and furniture therein, located in Rainelle, Greenbrier County, West Virginia. All of the rest, residue and remainder of my estate, I order and direct that my Executor hereinafter named convert the same into cash as soon after my death as can conveniently be done, for that purpose, I hereby authorize, empower, and direct my Executor hereinafter named, to sell my said property at either public or private sale or sales, and at such time or times and for such price or prices as may seem to be in the best interest of my estate and by proper Deed or Deeds, conveyances, assignments or assurances in law to be duly executed and acknowledged, to grant, convey, assign and assure the same to the purchaser or purchasers thereof in fee simple, without liability, on the part of the purchaser or purchasers for the application, non-application or misapplication of the purchase money. When the residue of my estate shall have been converted into cash as aforesaid, after payment of the costs of administration, I direct that my Executor pay the net proceeds of such sale or sales unto my following named nephews and nieces, to-wit: William Haynes, George Haynes, Glenna Deitz, Barbara Young, Ruth Melton, Beth Plants and Mary Mason, equally to share

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EXHIBIT

B

and share alike or to the survivors thereof, who are alive at the time of my death.

III.

I hereby nominate and appoint Ralph D. Williams as Executor of this my Last Will and Testament and direct that no bond be required of him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this my Last Will and Testament this 27 day of July, 2007.

Agnes D. Haynes

_____(SEAL)
AGNES D. HAYNES

The foregoing instrument was on the 27 day of July, 2007, signed and sealed by the said Agnes D. Haynes, the Testatrix herein named, and duly published and declared by the said Agnes D. Haynes to be her Last Will and Testament, and her free act and deed, in the presence of us, who at her request and in her presence, and in the presence of each other, hereunto subscribed our names as witnesses. And we, and each of us, do also certify and state that the signature of the said Testatrix was duly made and appeared to us upon the Will as above, before we signed as witnesses, and that we, and each of us, do now believe the said Testatrix at this time to be of sound mind and memory.

Debbie Clarkshaws
Donna Canaan Gilkeson

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER, TO-WIT:

This day personally appeared before me, the undersigned authority a Notary Public within and for Greenbrier County, West Virginia, *Debbie Clarkshaws* and *Donna Canaan Gilkeson*, who first being duly sworn, say that they are the subscribing witnesses to the Last Will and Testament of Agnes D. Haynes, a resident of Rainelle, Greenbrier County, West Virginia, which Will is dated the 27 day of July, 2007, and that on said date, Agnes D. Haynes, Testatrix of said Will, signed, sealed, published and

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declared the same as her Last will and Testament in the presence of said Testatrix, al
present at the same time, signed their names as attesting witnesses to said Will.

Affiants further say that this affidavit is made at the request of Agnes D. Haynes,
Testatrix, and in her presence, and in the opinion of the affiants, Agnes D. Haynes, is of
sound and disposing mind and memory and over the age of 18 years.

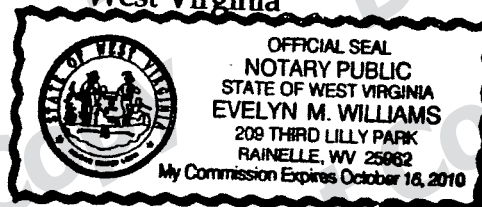
Deloris Crankshanks
Denna Canaan Gilkerson

Taken, subscribed, and sworn to before me by the said Deloris Crankshanks
and Denna Canaan Gilkerson, this 27 day of July, 2007.

My commission expires 10-16-2010.

Evelyn M. Williams

NOTARY PUBLIC
Within and for Greenbrier County
West Virginia



THIS DOCUMENT PREPARED BY:
J. Michael Anderson, Attorney at Law
702 Main Street
Rainelle, West Virginia 25962
State Bar #134

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State of West Virginia

County of Greenbrier, ss:

Will with Two Witnesses

In the County Commission of Greenbrier County

RE: Estate of AGNES D HAYNES, this the 29th day of April, 2011.

This day came , presented and offered for probate a paper writing purporting to be the last Will and Testament of AGNES D HAYNES.

And it appearing to the Commission that the said decedent, at the time of her death had a known place of residence in the County of Greenbrier and State of West Virginia, and thereupon came DELORIS CROOKSHANKS and DONNA CANAAN GILKESON the two subscribing witnesses thereto, who, after being duly sworn, did depose and say that AGNES D HAYNES the testator, signed and acknowledged the said paper writing as, and for her Last Will and Testament in their presence, and at the time thereof, the said AGNES D HAYNES was of sound mind and disposing memory, and over the age of eighteen (18) years, and at the request of the said AGNES D HAYNES they, the said DELORIS CROOKSHANKS and DONNA CANAAN GILKESON both signed their names to the said paper writing in the presence of the said testator/rix, and in the presence of each other, as attesting witnesses thereof.

The said Will, being thus proved, is admitted to probate and ordered to be recorded and filed as directed by law.

STATE OF West Virginia, SS

At a regular session of the Greenbrier County Commission, on the 29th. day of April, 2011. The Clerk of the Greenbrier County Commission reported that since the last regular session he made in the Clerk's office the following order to wit: On the 29th day of April, 2011, she admitted to probate and ordered to be recorded the Last Will and Testament of AGNES D HAYNES, deceased.

And no objection being made thereto and none appearing to the Commission, it is ordered that the same be confirmed.

A true copy from the records,

Attest: W. J. Livesay, Jr.

W. J. Livesay SR
Clerk of the Greenbrier County Commission

OF

LAWRENCE M. HAYNES

I, Lawrence M. Haynes of Rainelle, Greenbrier County, West Virginia being of full age and of sound mind and memory do hereby make, publish and declare this to be my Last Will and Testament and do hereby revoke all the previous testamentary dispositions heretofore by me made.

I.

I direct that my Executor hereinafter named, pay my just debts, taxes and funeral expenses as soon after my death as practical.

II.

I give, devise and bequeath all of my property real, personal or mixed wheresoever situate unto my sister, Agnes D. Haynes, absolutely and in fee simple. In the event my said sister, Agnes D. Haynes should predecease me, I then give, devise and bequeath my property as follows to-wit: unto Richard Haynes of 1138 Broadway, Piqua, OH 45356 my residence being Lot 11 including the house situate thereon in Rainelle, Greenbrier County, West Virginia; unto William Haynes of 5225 Linda Vista Heights, Cross Lanes, WV 25313, two tracts of land(my old home place) on Sewell Mountain and the land across the road from the land I sold unto John Jones up to the end of the orchard and over the hill to a ditch put in by a strip mining operation, and one(1) share of stock in Rainelle Air Park, Inc.; unto Herbert Shuck of Meadow Bridge, WV a half interest in my Ceesna Airplane, all equipment in the Airport Restaurant, all of my farm equipment and two(2) shares of stock in Rainelle Air Park, Inc.; unto Karen Henson of Rainelle, WV any motor vehicles which I own at the time of my death and \$25,000.00 cash; unto George Haynes of 5301 Staunton Ave. S. E., Charleston, WV 25304, my house and Lot situate at Meadow Bluff, West Virginia, my nine(9) acres of land, the one hundred fifty-nine (159) acres of land at Boggs Creek, Greenbrier County, West

EXHIBIT

C

Virginia and eighty-nine (89) acres of land at the end of Little Sewell Mountain, Greenbrier County, West Virginia; all of the rest, residue and remainder of my estate I order and direct that my Executor hereinafter named convert the same into cash as soon after my death as can conveniently be done. For that purpose, I hereby authorize, empower, and direct my Executor hereinafter named, to sell my said property at either public or private sale or sales, and at such time or times and for such price or prices as may seem to be in the best interest of my estate and by proper Deed or Deeds, conveyances, assignments or assurances in law to be duly executed and acknowledged, to grant, convey, assign and assure the same to the purchaser or purchasers thereof in fee simple, without liability, on the part of the purchaser or purchasers for the application, non-application or misapplication of the purchase money. When the residue of my estate shall have been converted into cash as aforesaid, I direct that my Executor pay the net proceeds of such sale or sales unto my nephews and nieces who are alive at the time of my death.

III.

I hereby nominate and appoint Ralph D. Williams, as Executor of this my Last Will and Testament and direct that no bond be required of him.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this my Last Will and Testament this 17 day of April, 2005.

 (SEAL)
Lawrence M. Haynes

The foregoing instrument was on the 17 day of April, 2005, signed and sealed by the said Lawrence M. Haynes, the Testator herein named, and duly published and declared by the said Lawrence M. Haynes to be his Last Will and Testament, and his free act and deed, in the presence of us, who at his request and in his presence, and in the presence of each other, hereunto subscribed our names as witnesses. And we, and

each of us, do also certify and state that the signature of the said Testator was duly made and appeared to us upon the Will as above, before we signed as witnesses, and that we, and each of us, do now believe the said Testator at this time to be of sound mind and memory.

Frances H. Boone

Harriet M. Dancy

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER, TO-WIT:

This day personally appeared before me, the undersigned authority a Notary Public within and for Greenbrier County, West Virginia, FRANCES H. BOONE and HARRIET M. DANCY

who first being duly sworn, say that they are the subscribing witnesses to the Last Will and Testament of Lawrence M. Haynes, a resident of Rainelle, Greenbrier County, West Virginia, which Will is dated the 17 day of April, 2005, and that on said date, Lawrence M. Haynes, Testator of said Will, signed, sealed, published and declared the same as his Last will and Testament in the presence of said Testator, all present at the same time, signed their names as attesting witnesses to said Will.

Affiants further say that this affidavit is made at the request of Lawrence M. Haynes, Testator, and in his presence, and in the opinion of the affiants, Lawrence M. Haynes, is of sound and disposing mind and memory and over the age of 18 years.

Frances H. Boone

Harriet M. Dancy

Original
4-17-05 RDW

Taken, subscribed, and sworn to before me by the
said Lawrence M. Hagner and Frances H. Boone and HARRET M DANCY this 17 day
of April, 2005.

My commission expires MARCH 23, 2006



[Signature]
NOTARY PUBLIC
Within and for Greenbrier County
West Virginia

THIS DOCUMENT PREPARED BY:
J. Michael Anderson, Attorney at Law
702 Main Street
Rainelle, West Virginia 25962
State Bar #134
FILE # 05-244

STATE OF WEST VIRGINIA,
COUNTY OF GREENBRIER, to-wit:

I, L. H. M. Christie, a Notary Public of and for the County and State aforesaid, do hereby certify that DELBERT W. BREWER and EDITH BREWER, his wife, whose names are signed to the writing above, foregoing, and hereto annexed, it being a deed, dated the 6th day of April, 1955, have each this day acknowledged same before me in my said County as his act and deed.

Given under my hand this the 6th day of April, 1955.

My commission expires the 28 day of May, 1961.

L. H. M. Christie
Notary Public

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 16th day of April, 1955.

This DEED was this day presented in the office aforesaid, and thereupon together with the Certificate thereto annexed, admitted to record.

Tests: *Paul H. Foggett* Clerk

APR 25 1955

Fee \$2.75

Mailed to:
Mrs. Anna B. Haynes
Box 126
East Rainelle, W. Va.

THIS DEED, made and entered into the 28 day of November, 1954, by and between Anna B. Haynes, Dewey A. and Blanche Haynes, Lacy L. and Gladys Haynes, George S. and Emma Haynes, Arthur C. and Madge Haynes, William D. and Vera Haynes, J. B. and Myrtle Buster, being the widow and heirs of Levi C. Haynes, deceased, hereinafter referred to as parties of the first part, and Lawrence Haynes and Agnes Haynes, hereinafter referred to as parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid unto the parties of the first part by the parties of the second part and other good and valuable considerations, the receipt of which are hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part with covenants of special warranty, all that certain tract or parcel of real estate situate in Meadow Bluff District, Greenbrier County, West Virginia, on the waters of Boggs Creek, being all of that certain tract of land deeded to Levi C. Haynes, by the Meadow River Lumber Company by deed dated August 10, 1932 and recorded in Deed Book No. 121, Page 305, in the Office of the Clerk of the County Court at Lewisburg, West Virginia. The said tract or parcel of real estate hereby conveyed is more particularly described and bounded as follows:

300

Beginning at a stake (590 feet from two Beeches, one down and a Hickory a corner to said Tract No. 4) with a chestnut pointer (down) and two Beeches, two horn beams and one birch pointer added, on line of said tract No. 4 and being a corner to a 15.57 Acre tract conveyed out of said tract No. 4 to A. G. Brown, by deed dated February 7, 1927, thence with said line S 83°02' E 404 feet to a stake with a White Oak, Sugar tree and Witch Hazel pointers, thence through the boundry of said tract No. 4 N 0°30' W 435.8 feet to a stake with two Maple, two White Oak, a Sourwood, Witch Hazel and Dogwood sapling pointers, N 59°30' W 306.8 feet to a stake, Sugar, Hornbeam, Maple and Red Oak pointers, N 26°30' W 1212 feet to a stake on a ridge near the foot of a knob, with Sugar, Hornbeam, Maple and Red Oak pointers, N 33°30' W 245.2 feet to a stake with four beech pointers, N 85°30' W 171.1 feet to a stake with Dogwood, Maple and two Ironwood pointers, N 51°30' W 404.3 feet to a stake with two Ironwood, Maple and Dogwood pointers, N 64°30' W crossing Boggs Creek at 545 feet, in all 745.3 feet to a stake in field on the boundry line of said tract No. 4 (S 79° 50' W 36.1 feet from a White Oak and N 81°40' W 46.2 feet from White Oak) thence with said line S 53°30' W 423.5 feet to a stake in a field a corner to said tract No. 4 thence leaving the boundry line and through the survey S 39°19' E 371.3 feet to stake, in railroad grade, with Maple, Beech and forked Maple pointers, S 2°15' E crossing Boggs Creek at 195 feet, in all 222.9 feet to a stake with Locust, Beech and Willow pointers, S 50°30' E 192.2 feet to a stake, at foot of bank, right side of railroad grade, with Locust and Sycamore pointers, S 73° E 338.2 feet to a stake, with Birch, Thorn and Maple pointers, S 43°15' E 327 feet to a stake on left side of railroad grade, with a Locust and two Maple pointers, S 25° 30' E 473.7 feet to a stake with White Oak, Maple and Hornbeam pointers, S 47°30' W 221 feet to a Sugar, with small Hickory pointer, S 44°30' W 183.7 feet to a stake with one Red Oak, and three Beech pointers, S 1°30' E 222 Feet to a stake in log skidding road, with Maple, Birch and White Oak pointers, S 78°16' E 207 feet to a stake in old railroad grade (8 1/2 feet from edge of White Oak stump pointer) a corner to said 15.57 acre tract sold to A. G. Brown, and with N 55°24' E 571.4 feet to a stake, on the bank of Boggs Creek, with one Hornbeam and two Beech pointers, thence up Boggs Creek S 41°21' E 136 feet to a stake, on the left bank, with Hickory pointer S 71° 11' E 188 feet to a stake, on left bank, with a Maple stump pointers, N 76°09' E 59.8 feet to a stake, on left bank, with Beech, Honey Suckle and two Hornbeam pointers, S 18° 36' E 113.5 feet to a stake on left bank with Birch and Hornbeam pointers, S 50°39' W 114.8 feet to a stake with a Beech, and Hickory stump pointer; S 57°06' E 132 feet to a stake with A Lynn pointer, N 77°09' E 133.5 feet to a stake, on left bank, with a small Maple and two Beech pointers, S 23°24' 253.8 feet to the beginning containing 59.12 Acres more or less.

WITNESSETH ALSO: That for the same consideration first mentioned above, the said parties of the first part do grant and convey unto the said parties of the second part, with covenants of special warranty, all that certain tract or parcel

of real estate situate in Meadow Bluff District, Greenbrier County, West Virginia, on the waters of Boggs Creek, being all of that certain tract of land deeded to Levi C. Haynes by Mrs. M. F. Coff and Mr. J. C. Brown by deed dated January 27, 1930, and recorded in Deed Book No. 115, Page 635, in the office of the Clerk of the County Court at Lewisburg, West Virginia. The said tract or parcel of real estate hereby conveyed is more particularly described and bounded as follows:

The said tract or parcel of land, being on the waters of Boggs Creek in Meadow Bluff District, Greenbrier County, West Virginia, containing ~~100~~ acres more or less, and adjoining the land of Wilson Sims and the Meadow River Lumber Company, and locally known as the J. W. Osborne place.

It is expressly understood and agreed by and between the said parties of this instrument that the Meadow River Lumber Company shall retain rights-of-way in, on, over and across the above described tracts of land for the conveyience of transporting coal, timber, and/or other products.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

WITNESS:

Revenue Stamps \$0.55

Anna B. Haynes (SEAL)
Anna B. Haynes

Dewey A. Haynes (SEAL)
Dewey A. Haynes

Blanche Haynes (SEAL)
Blanche Haynes

Lacy L. Haynes (SEAL)
Lacy L. Haynes

Gladys Haynes (SEAL)
Gladys Haynes

George S. Haynes (SEAL)
George S. Haynes

Emma Haynes (SEAL)
Emma Haynes

Arthur C. Haynes (SEAL)
Arthur C. Haynes

Madge Haynes (SEAL)
Madge Haynes

William D. Haynes (SEAL)
William D. Haynes

Vera Haynes (SEAL)
Vera Haynes

J. B. Buster (SEAL)
J. B. Buster

Myrtle Buster (SEAL)
Myrtle Buster

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER To-Wit:

I, Olive G. Whitlock, a Notary Public in and for said county, do certify that Anna B. Haynes, whose name is signed to the writing above bearing date on the 28 Nov. 4

Given under my hand this 5th day of March, 1955.

(SEAL)

Olive G. Whitlock

My commission expires Feb. 10, 1961.

STATE OF WEST VIRGINIA

COUNTY OF WYOMING, To-Wit:

I, G. L. Campbell, a Notary Public in and for said county, do certify that Dewey A. Haynes and Blanche Haynes, his wife, whose names are signed to the writing above, bearing date on the 28 day of November, 1954, have this day acknowledged the same before me in my said county.

Given under my hand this 27 day of Jan., 1955.

(SEAL)

G. L. Campbell

My commission expires August 7, 1964.

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, To-Wit:

I, H. L. Fletcher, a Notary Public in and for said county, do certify that Lacy L. Haynes and Gladys Haynes, his wife, whose names are signed to the writing above bearing date on the 28 day of Nov., 1954, have this day acknowledged the same before me in my said county.

Given under my hand this 1 day of Feb., 1955.

(SEAL)

H. L. Fletcher

My commission expires June 4, 1962.

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER, To-Wit:

I, Olive G. Whitlock, a Notary Public in and for said county, do certify that George S. Haynes and Emma Haynes, his wife, whose names are signed to the writing above bearing date on the ²⁸~~2nd~~ day of ^{Nov.}~~April~~, 195⁴~~5~~, have this day acknowledged the same before me in my said county.

Given under my hand this 2nd day of April, 1955.

Olive G. Whitlock

My commission expires Feb. 10, 1961.

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER, To-Wit:

I, John F. Byset, a Notary Public in and for said county, do certify that Arthur C. Haynes and Madge Haynes, his wife, whose names are signed to the writing above, bearing date on the 28th day of November, 1954, have this day acknowledged the same before me in my said county.

Given under my hand this 22nd day of January, 1955.

John F. Byset

My commission expires February 11, 1959.

STATE OF WEST VIRGINIA

COUNTY OF RALEIGH, To-Wit:

I, Lonnie L. Sweeney, a Notary Public in and for said county, do certify that William D. Haynes and Vera Haynes, his wife, whose names are signed to the writing above, bearing date on the 28th day of November, 1954, have this day acknowledged the same before me in my said county.

Given under my hand this 23rd day of November, 1954.

Lonnie L. Sweeney
N. P.

My commission expires April 25, 1962.

STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER To-Wit:

I, Olive G. Whitlock, a Notary Public in and for said County, do certify that J. B. Buster and Myrtle Buster, his wife, whose names are signed to the writing above bearing date on the ²⁸ 5th day of ^{Nov} March, 1955, have this day acknowledged the same before me in my said county.

Given under my hand this 5th day of March, 1955.

(SEAL)

Olive G. Whitlock

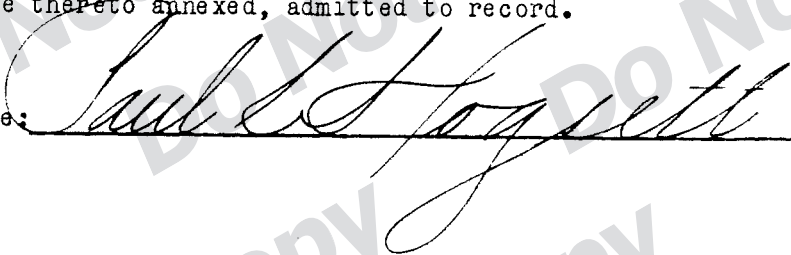
My commission expires Feb. 10, 1961.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 18th day of April, 1955.

This DEED was this day presented in the Office aforesaid, and thereupon together with the Certificate thereto annexed, admitted to record.

Teste:



Clerk

the writing above, bearing date the 10th day of January, 1930, authorized by said corporation to execute and acknowledge deeds and other writings of said corporation, and that the seal affixed to said writing is the corporate seal of said corporation, and that said writing was signed and sealed by him in behalf of said corporation, by its authority duly given. And the said E. H. Williams acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this the 13th day of January, 1930.

(SEAL)

Lewis A. Yeager, Notary Public.

My commission expires My Commission Expires Dec. 1, 1937.

WEST VIRGINIA

CLERK'S OFFICE OF THE COUNTY COURT OF POCAHONTAS COUNTY Jan 21, 1930.

This Deed from Wms. & Pifer Lbr. Co. to Spring Creek Lbr. Co. was this day presented to me in my office, and thereupon the same, together with the certificate of acknowledgment thereunder written, is admitted to record therein.

Teste: S. L. Brown Clerk

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 30th day of Jan. 1930.

This DEED was this day presented in the office aforesaid, and thereupon together with the certificate thereto annexed, admitted to record.

Teste: Paul E. Hogsett Clerk

JAN 14 1930

Mailed to
Levi C. Haynes,
Dennis, W. Va.

THIS DEED, Made the 27th day of January in the year of our Lord one thousand nine hundred and Thirty between Mrs. M. F. Coff and Mr. J. C. Brown of Rainelle, Greenbrier County parties of the first part, and Levi C. Haynes of Dennis, Greenbrier County party of the second part:

WITNESSETH, That in consideration of the sum of Five Hundred and No/100 (\$500.00) Dollars the receipt of which is hereby acknowledged, the said parties of the first part do grant unto the said party of the second part the following described property, that is to say: The following track or parcel of land, lying and being on the waters of Boggs' Creek, Meadow Bluff District, Greenbrier County, West Virginia, the residue of a track of about 219 acres conveyed to the said Meadow River Lumber Company by Samuel Price, Special Commissioner et al. by deed dated the 27th day of May 1921, which deed is of record in the office of the County Clerk of Greenbrier County in Deed Book No.

98, page 492, containing 100 acres more or less, adjoining the land of Wilson Sims and the Meadow River Lumber Company and locally known as the J. W. Osborne place.

It is expressly understood and agreed between the above named parties to this agreement or instrument that the MEADOW RIVER LUMBER COMPANY retains the privilege for necessary and convenient rights-of-way for ingress, egress and regress in, on, over and across the above described track of land for the construction, building and operating a railroad of standards specifications only, for the purpose of a common carrier railroad.

And the said Mrs. M. F. Coff and Mr. J. C. Brown, parties of the first part hereby covenant with the said party of the second part that they will warrant generally the property hereby conveyed.

Witness the following signatures and seal.

Witness:	Mrs. M. F. Coff	X	her	(SEAL)
			mark	
Pina Carr.	J. C. Brown	X	his	(SEAL)
			mark	

State of West Virginia,
County of Greenbrier, to-wit:

I, Geo. E. Daniel, a Justice of the Peace of said county do certify that Mrs. M. F. Coff and Mr. J. C. Brown whose names are signed to the writing above bearing date on the 27th day of January 1930 has this day acknowledged the same before me in my said county.

Given under my hand this 27th day of January 1930.

Geo. E. Daniel, Justice of the Peace.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 30th day of Jan. 1930.

This DEED was this day presented in the office aforesaid, and thereupon together with the certificate thereto annexed, admitted to record.

Teste: Paul W. Hogsett Clerk

JAN 30 1930

Mailed to
Robert Dodson,
Little Falls, W. Va.

This deed made this the 28th day of October 1929 between Basil Walton, party of the first part, and Robert L. Dodson and Mabyn Dodson, his wife, parties of the second part, all of the town of Renick, Greenbrier County, West Virginia.

Witnesseth; that for and in consideration of the sum of EIGHTY DOLLARS (80.00) TWENTY DOLLARS (\$20.00) of which is paid cash in hand receipt of which is hereby acknowledged by parties of the second part to party of the first part. Party of the

22
Paul W. Hogsett

495-806

FEB 18 2005

W. J. L. DESSAY
GREENBRIER County 04:14:41 AM
Instrument No 18527
Recorded Date 02/17/2005
Document Type DEED
Book-Page 495-806
Rec/Add Fee 10.00 1.00
Transfer Tax 33.00

RETURN TO: J. MICHAEL ANDERSON

DEED

THIS DEED, made this 1 st, day of February, 2005, by and between Teresa Brown, single, party of the first part and L. M. Haynes, single and Agnes Haynes, single parties of the second part.

WITNESSETH

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations the receipt and sufficiency of all of which is hereby acknowledged, the said party of the first part does hereby GRANT and CONVEY unto the said parties of the second part as joint tenants with the right of survivorship and not as tenants in common a parcel of land in Meadow Bluff District, Greenbrier County, West Virginia, about 2.2 miles south of State Local Service Route 60/32, about 1.1 miles south of the end of State Local Service Route 20/17, on the north side of a private road through the Haynes property and on the watershed of Boggs Creek and more particularly described as follows:

Beginning at an 8 inch wild cherry on the east side of the road and from which a line bears S 43-30 W 42.43 feet to a 12 inch maple and a line bears S 78-57 W 73.44 feet to a 14 inch maple on the west side of the road; thence leaving the road and through the property of L. M. Haynes, S 79-16 E 424.63 feet to a 14 inch pin oak on top of the bank above a small stream; thence S 52-39 E 111.09 feet to a point on the west edge of J Boggs Creek; thence with the west edge of Boggs Creek, upstream, S 37-21 W 275.59 feet to a point; thence S 32-54 W 170.55 feet to a point on the west edge of the creek; thence leaving Boggs H Creek and continuing through the Haynes tract, N 55-01 W at 30.00 feet passing a 20 inch black oak on line, in all 107.02 feet to an 18 inch white oak; thence N 68-49 W 288.86 feet to a double 12 inch white oak; thence N 60-17 W 134.50 feet to a double 14 inch white oak on the east side of the road; thence with the east side of the road, more or less, N 39-33 E 358.35 feet to the beginning and containing 4.82 acres as surveyed; by Greenbrier Surveying Company in September, 1990 and shown on a plat which is attached to the deed referenced below.

The party of the first part further Grant and Convey unto the parties of the

Return to:
J. Michael Anderson
Attorney at Law
702 Main Street, P. O. Box 706
Rainelle, WV 25962

EXHIBIT

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second part, their heirs and assigns, the right to use for the purpose of ingress and egress that certain private road shown on a plat which is attached to the deed referenced below.

And being the same property conveyed unto the party of the first part herein by deed dated October 11, 1990 from L. M. Haynes and Agnes Haynes, recorded in the Office of the Clerk of the County Commission of Greenbrier County in Deed Book 403 at Page 199, reference to which deed and plat is hereby made for all pertinent purposes.

The party of the first part covenants with the said parties of the second part that she will WARRANT GENERALLY the property hereby conveyed and the same is free and clear of all liens and encumbrances.

Under the penalties as provided by law the party of the first part hereby declares that the total consideration for the property transferred hereby is \$7,500.00.

WITNESS the following signatures and seals.

Teresa Brown (SEAL)
Teresa Brown

Fee \$5.50

Mailed to Teresa Brown
Rt. 2 Box 435
Painelle WV. 25962
D E E D

NOV 6 2 1990

THIS DEED, made this 11th. day of October, 1990, by and between L. M. HAYNES, single, and AGNES HAYNES, single, parties of the first part and TERESA BROWN, party of the second part;

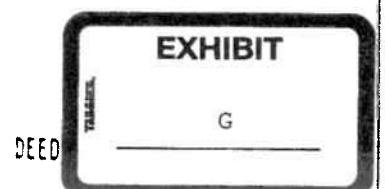
W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the said parties of the first part do hereby GRANT and CONVEY unto the said party of the second part a parcel of land in Meadow Bluff District, Greenbrier County, West Virginia, about 2.2 miles south of State Local Service Route 60/32, about 1.1 miles south of the end of State Local Service Route 20/17, on the north side of a private road through the Haynes property and on the watershed of Boggs Creek and more particularly described as follows:

Beginning at an 8 inch wild cherry on the east side of the road and from which a line bears S 43-30 W 42.43 feet to a 12 inch maple and a line bears S 78-57 W 73.44 feet to a 14 inch maple on the west side of the road; thence leaving the road and through the property of L. M. Haynes, S 79-16 E 424.63 feet to a 14 inch pin oak on top of the bank above a small stream; thence S 52-39 E 111.09 feet to a point on the west edge of Boggs Creek; thence with the west edge of Boggs Creek, upstream, S 37-21 W 275.59 feet to a point; thence S 32-54 W 170.55 feet to a point on the west edge of the creek; thence leaving Boggs Creek and continuing through the Haynes tract, N 55-01 W at 30.00 feet passing a 20 inch black oak on line, in all 107.02 feet to an 18 inch white oak; thence N 68-49 W 288.86 feet to a double 12 inch white oak; thence N 60-17 W 134.50 feet to a double 14 inch white oak on the east side of the road; thence with the east side of the road, more or less, N 39-33 E 358.35 feet to the beginning and containing 4.82 acres as surveyed by Greenbrier Surveying Company in September, 1990 and shown on a plat which is attached to and made a part of this description.

The parties of the first part further GRANT and CONVEY unto the party of the second part, her heirs and assigns, the right to use for the purpose of ingress and egress that certain private road shown upon the attached plat.

And being a part of the same property conveyed unto the parties of the first part herein by deed dated November



28, 1954, from Anna B. Haynes, etal, recorded in the Office of the Clerk of the County Commission of Greenbrier County, West Virginia in Deed Book 191 at page 299 and also by deed dated March 14, 1957 from The Meadow River Lumber Company, a West Virginia corporation, recorded in the aforesaid Clerk's Office in Deed Book ____ at page ____.

The parties of the first part covenant with the said party of the second part that they will WARRANT GENERALLY the property hereby conveyed and the same is free and clear of all liens and encumbrances.

The said L. M. Haynes reserves unto himself a life estate in and to the above described property.

Under the penalties as provided by law, the parties of the first part hereby declares that the total consideration for the property transferred hereby is less than One Hundred Dollars (\$100.00).

WITNESS the following signatures and seals.

L. M. Haynes (SEAL)
L. M. Haynes

Agnes Haynes (SEAL)
Agnes Haynes

STATE OF WEST VIRGINIA

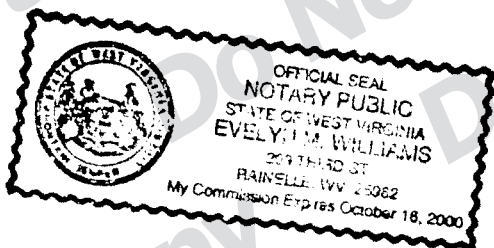
COUNTY OF GREENBRIER, TO-WIT:

I, E. M. Williams, a Notary Public in and for the county and state aforesaid, do hereby certify that L. M. HAYNES, single, whose name is signed to the writing above bearing date the 11th day of October, 1990, has this day acknowledged the same before me in my said County.

Given under my hand this 26th day of October, 1990.

My commission expires Oct 16 2000.

E. M. Williams
Notary Public



STATE OF WEST VIRGINIA

COUNTY OF GREENBRIER, TO-WIT:

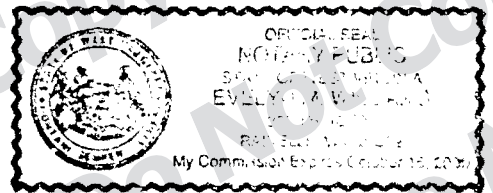
I, EVERETT M. WILLIAMS, a Notary Public
in and for the county and state aforesaid, do hereby certify
that ANGNES HAYNES, single, whose name is signed to the writing
above bearing date the 11th. day of October, 1990, has this
day acknowledged the same before me in my said County.

Given under my hand this 26 day of October,
1990.

My commission expires Oct 16 2000.

Everett M. Williams
Notary Public

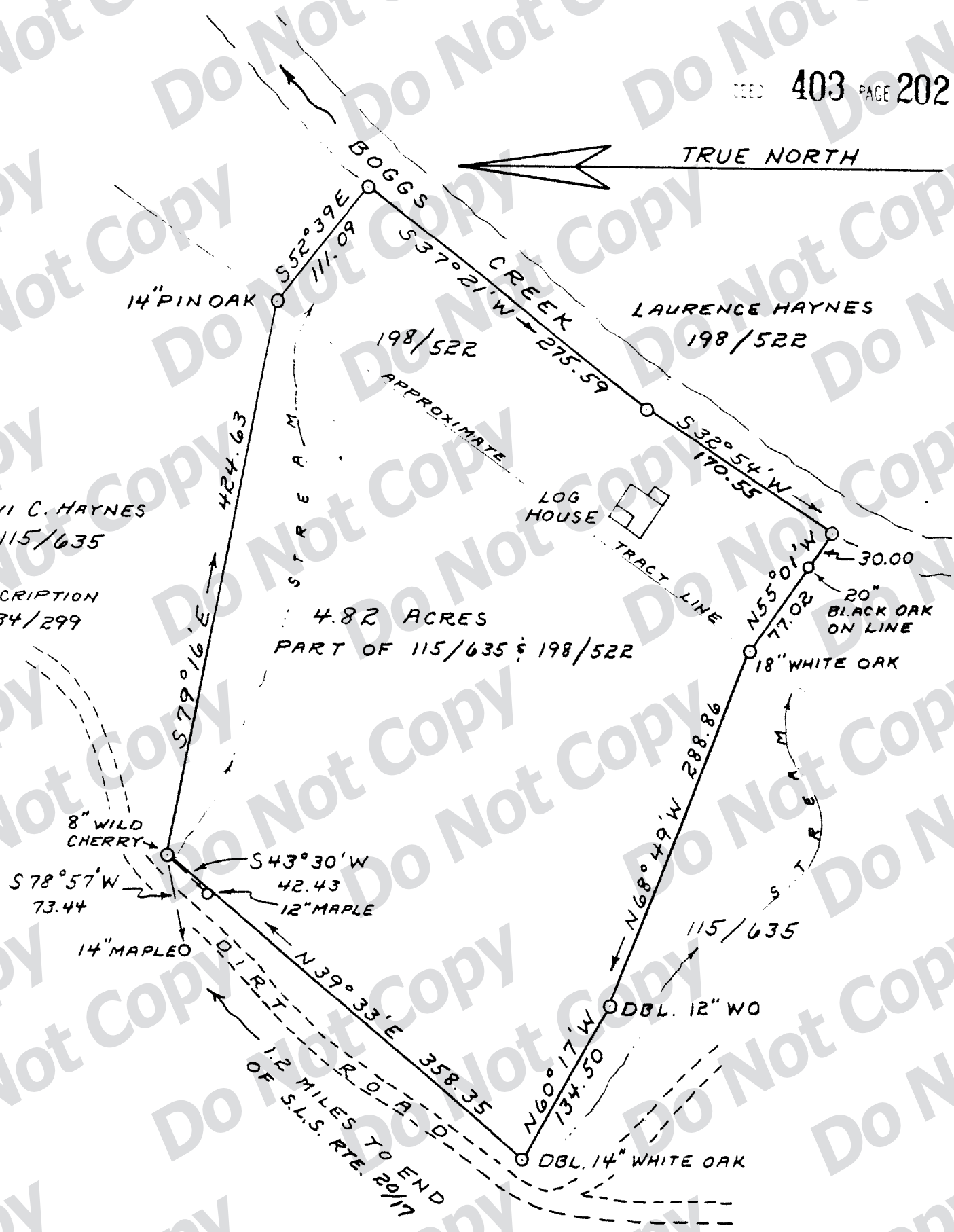
This Document prepared without benefit
of title examination by:
J. Michael Anderson, Attorney at Law
702 Main Street, P.O. Box 706
Rainelle, WV 25962



WEST VIRGINIA, Greenbrier County, S. S:

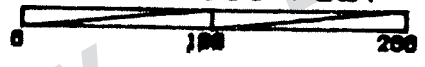
In the Clerk's Office of Greenbrier County Court 29th day of Oct 1990
This Deed - Map was filed for record, to be in the public record and thereupon, together
with the Certificate thereto annexed, admitted to record.

Teste Ernest L. Spruill Clerk
By _____ Deputy



PLAT OF SURVEY
FOR
TERESA BROWN

MEADOW BLUFF DISTRICT, GREENBRIER COUNTY, WEST VIRGINIA
SCALE: 1 INCH = 100 FEET
SEPTEMBER 12, 1990



TAX MAP 68
PARCEL 16.1

SURVEYED: SEPTEMBER, 1990 BY:
GREENBRIER SURVEYING COMPANY
LEWISBURG, WEST VIRGINIA

Gary S. Johnson



Mailed to: APR 18 1957
L. M. Haynes
Box 126
East Rainelle, W. Va.

Fee \$1.75

THIS DEED, made this the 14th day of March, 1957, between THE MEADOW RIVER LUMBER COMPANY, a West Virginia corporation, party of the first part, and LAURENCE HAYNES and AGNES HAYNES, parties of the second part;

WITNESSETH: That in consideration of the sum of FIVE DOLLARS (\$5.00) cash in hand paid and in consideration of other good and sufficient considerations, the receipt of all of which is hereby acknowledged, the said party of the first part grants, sells, and conveys, with covenants of general warranty, subject to the reservations and exceptions hereinafter set out, unto the said parties of the second part that certain surface tract of land, situate on the waters of Boggs Creek, in Meadow Bluff District, Greenbrier County, West Virginia, and bounded and described as follows, to-wit:

Beginning at a stake on the property line of The Meadow River Lumber Company's tract No. G-4, a corner to a 59.12 acre tract conveyed to Levi C. Haynes in 1932, and situate (S 79-50 W 36.1 feet from a white oak pointer and N 81-40 W 46.2 feet from a white oak stump,) and with small white oak pointers; thence with the boundary line of tract No. G-4 N 53-38 E 1477.0 feet to an iron stake, with two small beech, one 14-inch beech and one 3-inch maple pointers; thence through the boundary of tract No. G-4 S 0-47 E 1467.3 feet to a stake with red oak, beech, and sourwood pointers, a corner to the said 59.12 acre tract and with N 85-30 W 187.1 feet to a stake with dogwood, maple and two ironwood pointers; N 51-30 W 404.3 feet to stake with three beech pointers; N 64-30 W, crossing Boggs Creek at 544.8 feet in all 745.3 feet to the beginning, containing 20.00 acres, more or less, being a part of that certain tract of land conveyed to the said The Meadow River Lumber Company by the Gauley Coal Land Company, by deed bearing date on the first day of July, 1915, and recorded in Deed Book No. 89 at Page 16.

The Meadow River Lumber Company reserves and does not herein convey the coal, oil, gas, and other minerals in, on, and under the herein described surface tract of land and reserves to itself, its successors and assigns the right to enter, mine, operate and remove all the said coal, oil, gas and other minerals, with all necessary and convenient rights of way for roads, tramroads, railroads, and other roads for the removal of the said coal, oil, gas, and other minerals and for the removal of the coal, oil, gas and other minerals and timber and forest products from adjoining and neighboring lands.

IN WITNESS WHEREOF, The Meadow River Lumber Company has hereunto caused its corporate name to be signed and its corporate seal to be affixed by H. L. Gray, its President, thereunto duly authorized, and its corporate seal to be attested by W. E. McGregor, its Secretary.

(CORPORATE SEAL)

THE MEADOW RIVER LUMBER COMPANY

ATTEST:

W. E. McGregor

By H. L. Gray
President.

EXHIBIT

H

STATE OF WEST VIRGINIA
COUNTY OF GREENBRIER, SS:

I, J. B. Young, a Notary Public in and for the County and State aforesaid, do hereby certify that H. L. Gray, who as President, signed the foregoing writing bearing date the 14th day of March, 1957, for The Meadow River Lumber Company, a corporation, has this day, before me, in my said county, acknowledged said writing to be the act and deed of said corporation.

Given under my hand this 26 day of March, 1957.

My Commission expires August 5, 1958.

(SEAL)

J. B. Young
Notary Public.

WEST VIRGINIA, Greenbrier County, S. S:

In the Clerk's Office of Greenbrier County Court 12th day of April, 1957.

This DEED was this day presented in the office aforesaid, and thereupon together with the Certificate thereto annexed, admitted to record.

Teste:

Clerk

Fee \$1.25

Mailed to:
Appal. Electric Power Co.
Box 1990
Roanoke 9, Va.

DEED OF EASEMENT

Eas. No. _____ R/W Map No. _____
W. O. 5571/9049.06
Constr. W. O. 5576/39.06 T. P. 30

THIS INDENTURE WITNESSETH: That for and in consideration of \$1.00 cash in hand paid, Vivian L. Cook, widow, being the owner of a certain parcel of land described as being on the northerly side of Sec. Rt. 2 adjacent to Appalachian Electric Power Company Pole No. 524-A-246 and being on the southerly side of Sec. Rt. 2 adjacent to Appalachian Electric Power Company Pole No. 524-A-250, District of Quinwood Munic., County of Greenbrier and State of West Virginia hereby grants to APPALACHIAN ELECTRIC POWER COMPANY, its successors and assigns, the right to install, maintain and renew upon said land two guy wires and anchors; also the right to trim any trees on said land that may endanger the safety of the electric line constructed adjacent thereto.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 26 day of March, 1957.

Vivian L. Cook (SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF RALEIGH, TO-WIT:

I, Elmer F. Wright, a Notary Public in and for the County and State aforesaid, do certify that Vivian L. Cook, whose name is signed to the within bearing

A. F. P. CO.
ROANOKE REAL ESTATE OFFICE
Checked By R.M.T. Re-Checked By _____
Date 4-3-57

FILED FOR RECORD AT THE REQUEST OF:
PLUM CREEK TIMBERLANDS, L.P.
999 Third Avenue, Suite 4300
Seattle, WA 98104
Attn: Paul Hill
File No. 907-71-02.210

DEED 521 PAGE 714

W J LIVESAY
GREENBRIER County 02:53:27 PM
Instrument No 55893
Date Recorded 06/19/2008
Document Type DEED
Book-Page 521-714
Recording Fee \$21.00
Additional \$6.00

EASEMENT EXCHANGE

THIS AGREEMENT, made and entered into this 19th day of September, 2007, by and between AGNES D. HAYNES, for herself and as the executrix of the estate of LAWRENCE HAYNES, hereinafter called "HAYNES," whose address is 209 Third Lilly Park, Rainelle, West Virginia 25962, and PLUM CREEK TIMBERLANDS, L.P, a Delaware limited partnership, hereinafter called "Plum Creek," whose address is 999 Third Avenue, Suite 4300, Seattle, Washington 98104, WITNESSETH:

I.

1. Plum Creek, for and in consideration of a reciprocal grant herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to Haynes, her heirs, personal representatives, successors and assigns, subject to existing easements and valid rights, perpetual, non-exclusive easements and rights-of-way for construction, reconstruction, use and maintenance of a fifty (50) feet in width road easement upon, along and across lands located approximately as described and shown on Exhibit "A" attached hereto and made a part hereof.

Said easements being twenty five (25) feet in width on each side of the centerline of the roads depicted on surveys recorded under Map Book 5, Page 112 and Map Book 5, Hanging File C-178, all records of Greenbrier County, West Virginia.

2. Haynes, for and in consideration of a reciprocal grant herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, bargains, sells and conveys to the Plum Creek, its successors and assigns, subject to existing easements and valid rights, perpetual, non-exclusive easements and rights-of-way for construction, reconstruction, use and maintenance of a fifty (50) feet in width road easement upon, along and across lands located approximately as described and shown on Exhibit "A" attached hereto and made a part hereof.

Said easements being twenty five (25) feet in width on each side of the centerline of the roads depicted on surveys recorded under Map Book 5, Page 112 and Map Book 5, Hanging File C-178, all records of Greenbrier County, West Virginia.

All grants and conveyances herein are subject to all matters of public record as of the date of this easement exchange.

EXHIBIT

I

The parties hereto agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. Definition. For the purposes of this Agreement, the words and terms "center line," "portion," "right of way," "road," "road facility," "road segment," "road structure," and "roadway" shall refer to the plural as well as the singular.

2. Purpose.

A. The easement and right-of-way granted to Plum Creek herein is conveyed for the purposes of ingress, egress, and utilities, and constructing, reconstructing, maintaining, repairing, and using existing road(s) for all lawful residential, commercial, and industrial uses and developments to lands now owned or hereafter acquired by Grantee, its successors and assigns.

B. The easement and right-of-way granted to Haynes herein is conveyed for all purposes, including but not limited to the construction, reconstruction, use and maintenance of the roads and also for access for all lands owned by Haynes or hereinafter acquired by Haynes.

3. Relocation. Each granting party reserves unto itself, its successors and assigns, the right at its expense to relocate the roads located upon its property subject to the condition that, except for distance and curvature, such relocated roadways over which easements are granted herein provide the same type and quality of unpaved roadways as may exist by the granting party at the time of such relocation and do not change the point of interconnection of such roads on the boundaries of the parties respective properties.

4. Road Crossing. Each granting party reserves for itself and its successors and assigns, the right to use, cross and recross, patrol and repair said roads located upon its property for any and all purposes, in any manner that will not unreasonably interfere with the rights granted to the other party hereunder.

5. Third Parties. Each granting party may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted or reserved hereunder.

6. Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses said roads, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when said roads, or portions thereof, are being used solely by one party, such party shall maintain that portion of said roads so used to the standards existing at the time use commenced.

During periods when more than one party is using said roads, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof. The

parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

A. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed, at a reasonable and agreed upon rate, the maintenance and resurfacing of or along said roads or the portion thereof being used; and

B. A method of payment by which each party using said roads or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining and resurfacing of or said roads or portion thereof.

For the purposes of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadways, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

7. Road Damage. Each party using any portion of said roads shall repair or cause to be repaired, at its sole cost and expense, that damage to said roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of said roads.

8. Construction and Improvement. Unless the parties hereto agree in writing to share the cost of improvements to said roads in advance of such improvements being made, said improvements shall be solely for the account of the improver

9. Right-of-Way Timber. Each granting party hereto reserves to itself all timber now on or hereafter growing within said right of way on its lands. Each party shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the roads. Timber so cut, unless otherwise agreed, shall be cut into logs of lengths specified by the timber owner and decked along the roads for disposal by the owner of such timber.

10. Exercise of Rights. Plum Creek and Haynes may each permit their contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

11. Insurance. Each party shall require each of its Permittees, which shall include employees, agents, contractors and all clubs and associations representing public recreation, before using any of said roads, to obtain and, during the term of such use, maintain a policy of liability insurance in a form and by an insurance company acceptable to the other party. Coverage requirements shall be as follows and have a Best's Key Rating Guide of B+ VI or better rating.

(a) Commercial General Liability Insurance to include minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate combined single limit Bodily

Injury, Death and Property Damage each occurrence.

DEED 521 PAGE 717

(b) Automobile Liability insurance with minimum limits of \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage coverage. Coverage shall extend to all owned, hired or non-owned vehicles.

(c) Employers Liability Insurance, for employee bodily injuries and death, with a minimum limit of \$500,000 for each accident, each employee disease occurrence, and employee disease policy limit.

(d) Worker's Compensation Insurance, with statutory limits as are required by the Workers' Compensation Law in the State in which the work is being performed hereunder.

(e) The policies specified in (a) and (b) above shall include an endorsement which shall name Plum Creek and Plum Creek Timber Company, Inc. and its Subsidiaries and/or Affiliates, and their respective officers, directors and employees as additional insureds on a primary basis.

(f) The policies specified in (a), (b) and (c) above shall include an endorsement which shall provide that each party will be given a 30 - day written notice at the addresses shown above, prior to cancellation or material change in the policy.

(g) All liability coverages must be on an "occurrence" basis as opposed to "claims made."

(h) All such insurance shall be in a form and company acceptable to the other party and sufficient to protect each party's Permittees, contractors and its subcontractors, to the extent that they are involved in the work, and each party against the claims of third persons, and to cover claims by either party against the other party's Permittees or contractor for which each party has assumed liability under this agreement.

Before using said road(s) for non-commercial purposes, each party shall obtain and, during the term of such use, maintain a policy of Automobile Liability Insurance in a form generally acceptable in the State of West Virginia and customary in the area of said right of way, insuring against liability arising out of its use of such right of way.

12. Indemnification.

A. Haynes shall assume all risk of, and indemnify and hold harmless, and at its expense defend Plum Creek from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Plum Creek, its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Plum Creek, its employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from Haynes exercise of the rights herein granted; provided, however, that Haynes undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to

or destruction of property resulting from the sole negligence of Plum Creek. This indemnity shall survive termination of this Easement.

B. Plum Creek shall assume all risk of, and indemnify and hold harmless, and at its expense defend Haynes from and against any claims, loss, cost, legal actions, liability or expense on account of personal injury to or death of any persons whatsoever, including but not limited to Haynes, its employees, agents, or contractors, or damage to or destruction of property to whomsoever belonging, including but not limited to property of Haynes, its employees, agents or contractors, or any fire, resulting partly or wholly, directly or indirectly from Plum Creek's exercise of the rights herein granted; provided, however, that Plum Creek's undertaking herein contained shall not be construed as covering personal injury to or death of persons, or damage to or destruction of property resulting from the sole negligence of Haynes. This indemnity shall survive termination of this Easement.

13. Liens. Each party shall keep the granting party's property free from liens arising in any manner out of the activities of such party and shall promptly discharge any such liens that are asserted. It is understood that either party may place a mortgage lien on the property.

14. Taxes. Each party shall pay all taxes and/or assessments that may become chargeable against the easement granted to each, if separately assessed by statute. Each party shall also pay for all damages including but not limited to timber, crops and grazing lands located within such easement or adjacent thereto arising out of the use or maintenance of this Easement.

15. Termination. The parties agree if these Easements, or a portion thereof, are no longer needed to access land of a party hereto, upon written request, the party no longer needing access shall furnish a release in recordable form to the granting party evidencing termination of that party's rights to utilize such roads or road segments.

16. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17. Governing Law. This Easement shall be interpreted, construed and enforced according to the laws of the State of West Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, as of the day and year first above written.

HAYNES:

By

Ralph D. Williams
Ralph D. Williams,
Attorney in Fact for
Agnes D. Haynes

PLUM CREEK:

PLUM CREEK TIMBERLANDS, L.P.
By Plum Creek Timber I, L.L.C.,
its General Partner

By

Name
Title

Thomas M. Lindqvist
Executive Vice President and
Chief Operating Officer

By

Name
Title

Sheri L. Ward
Assistant Secretary

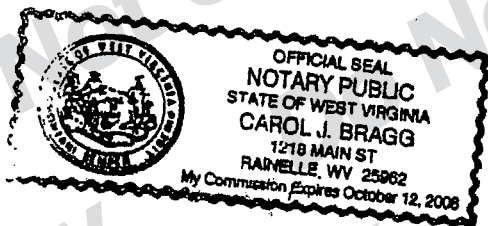
ACKNOWLEDGMENT

STATE OF WEST VIRGINIA)

COUNTY OF GREENBRIER) ss

On this 19 day of Sept, 2007, before me personally appeared Ralph D. Williams, to me known to be the Attorney in Fact for Agnes D. Haynes, the person that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said person for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Agnes D. Haynes.

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



Carol J. Bragg
Notary Public in and for the
State of West Virginia
Residing at Rainelle, WV
County of Greenbrier
My Commission Expires Oct 12, 2008
Printed Name CAROL J BRAGG

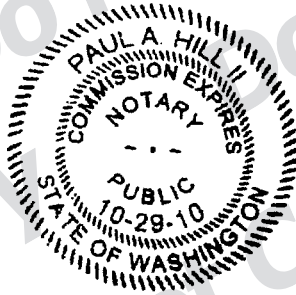
ACKNOWLEDGMENT

DEED 521 PAGE 720

STATE OF WASHINGTON)
COUNTY OF KING)ss
)

On this 8th day of October, 2007, before me personally appeared Thomas M. Lindquist and Sheri L. Ward, to me known to be the Executive Vice President & Chief Operating Officer and the Assistant Secretary, respectively, of Plum Creek Timber I, L.L.C., general partner of Plum Creek Timberlands, L.P., the limited partnership that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of the limited partnership and that the seal affixed is the seal of said limited partnership.

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



Paul A. Hill
Notary Public in and for the
State of Washington
Residing at Seattle - King County
My Commission Expires 10/29/2010
Printed Name: Paul A. Hill

DESCRIPTION
FOR
LAWRENCE M. HAYNES EST.
&
PLUM CREEK TIMBERLANDS L.P.

RIGHT-OF-WAY #1 TO LAWRENCE M. HAYNES EST.

A certain right-of-way or easements, for ingress and egress situate in Meadow Bluff District, Greenbrier County, West Virginia on Little Sewell Mountain, and being more particularly described as follows: Being a 50.00 foot wide right-of-way and lying 25.00 feet to both sides of the following described lines:

Beginning at a point in the center of an existing road on line of Lawrence M. Haynes and Plum Creek Timberlands L.P. said point bears S 03°31'56"E 65.97 feet from a set stone, corner to Haynes and Plum Creek Timber Lands L.P., thence with the center of an existing road;

N 73°00'44"W 4.39 feet,

N 52°32'34"W 48.68 feet,

N 43°16'34"W 30.79 feet,

N 45°11'28"W 32.47 feet,

N 70°09'48"W 20.73 feet,

S 81°54'53"W 14.48 feet, to a point in the existing center of WV S.L.S. Route 20/1.

RIGHT-OF-WAY #2 TO PLUM CREEK TIMBERLANDS L.P.

Being a 50.00 foot wide right-of-way and lying 25.00 feet to both sides of the following described lines:

Lawrence M. Haynes Est. &
Plum Creek Timberlands L.P.
Description #515.2
November 26, 2007 Page 2

Beginning at a point in the center of WV S.L.S. Route 20/1 as reference a line bears N 28°12'W 207.57 feet, to a ½" rebar, found, corner to Eric M. Garrett, and a line bears N 14°18'E 222.86 feet, to another corner to said Garrett, thence with the center of an existing road;

S 77°15'24"W 119.01 feet,

N 78°51'18"W 137.50 feet,

N 68°33'12"W 128.02 feet,

N 63°57'35"W 128.77 feet,

N 54°29'50"W 61.65 feet,

N 40°38'17"W 243.47 feet,

N 46°10'49"W 227.22 feet,

N 36°06'14"W 64.21 feet,

N 30°28'42"W 167.19 feet,

N 42°47'06"W 57.12 feet,

N 60°03'47"W 57.88 feet,

N 70°54'52"W 113.16 feet,

N 83°23'41"W 61.31 feet,

S 85°41'22"W 89.49 feet,

S 70°55'56"W 53.69 feet,

S 67°01'45"W 176.11 feet,

S 54°37'43"W 111.51 feet,

Lawrence M. Haynes Est. &
Plum Creek Timberlands L.P.
Description #515.2
November 26, 2007 Page 3

DEED 521 PAGE 723

S 34°12'50"W 151.43 feet,

S 43°21'18"W 46.22 feet, to a point in the intersection with right-of-way #3,
thence;

S 27°01'47"W 81.75 feet,

S 11°43'23"W 83.87 feet,

S 08°49'52"E 63.01 feet,

S 20°39'05"E 162.84 feet,

S 34°59'11"E 116.02 feet, to a point in center of said road and right-of-way in line
of Lawrence M. Haynes and Plum Creek Timberlands L.P. as reference a set stone
found, a parent tract corner bears;

N 56°40'03"W 780.48 feet,

RIGHT-OF-WAY #3 TO PLUM CREEK TIMBERLANDS L.P.

Beginning at a point in the intersection of existing roads right-of-way #2, thence;
with the center of an existing road;

N 13°22'31"E 120.10 feet,

N 24°10'39"E 51.60 feet,

N 33°20'38"E 52.22 feet,

N 45°42'55"E 152.46 feet,

N 40°08'34"E 277.89 feet,

N 33°06'41"E 132.80 feet,

N 07°49'25"E 39.52 feet,

Lawrence M. Haynes Est. &
Plum Creek Timberlands L.P.
Description #515.2
November 26, 2007 Page 4

DEED 521 PAGE 724

N 31°51'28"W 41.19 feet,

N 59°57'58"W 65.38 feet,

N 72°21'39"W 94.47 feet,

N 76°04'22"W 197.64 feet,

N 69°47'48"W 95.48 feet,

N 79°44'33"W 88.03 feet,

S 84°45'13"W 206.82 feet,

S 78°35'01"W 186.41 feet,

S 75°34'34"W 140.10 feet, to a point in center of said right-of-way on line of the
parent tract of Haynes and Plum Creek Timberlands L.P. as reference a set stone, found
an outside corner bears S 17°14'22"E 682.78 feet,

RIGHT-OF-WAY #4 TO PLUM CREEK TIMBERLANDS L.P.

Beginning at a point in an existing road in the line of Plum Creek Timberlands
L.P. and Lawrence M. Haynes, as reference a line bears S 26°42'07"E 1007.64 feet, to a
set stone, found, thence with the existing center of said road and right-of-way;

S 67°42'54"W 16.89 feet,

S 55°49'41"W 95.17 feet,

S 47°41'46"W 35.62 feet,

S 34°13'25"W 40.92 feet,

S 12°13'51"W 38.67 feet,

Lawrence M. Haynes Est. &
Plum Creek Timberlands L.P.
Description #515.2
November 26, 2007 Page 5

DEED 521 PAGE 725

S 04°00'27"W 222.46 feet,

S 02°53'54"E 146.15 feet,

S 09°23'33"E 150.24 feet,

S 09°19'21"E 55.56 feet,

S 00°51'50"E 61.73 feet,

S 13°50'28"W 184.54 feet,

S 06°13'40"W 123.73 feet,

S 04°45'56"E 100.06 feet,

S 32°47'21"W 110.51 feet,

S 44°33'17"W 68.36 feet, to a point in said center of road and right-of-way and in
line of Lawrence M. Haynes and Plum Creek Timberlands L.P. as reference a line bears
N 17°14'22"W 2066.68 feet, to a set stone, found, a corner to the parent tract.

DESCRIPTION
FOR
LAWRENCE M. HAYNES EST.
&
PLUM CREEK TIMBERLANDS, L.P.

Page 6

A certain right-of-way or easement for ingress and egress situate in Meadow Bluff District, Greenbrier County, West Virginia on the waters of Boggs Creek and being 50.00 feet wide and lying 25.00 feet to each side of the following described lines;

Beginning at a point in the center of WV S.L.S. Route 20/17 at the end of WV DOH Maintenance where the road crosses Boggs Creek, thence with the center of the existing road and right-of-way the following courses;

S 68°24'34"W 22.04 feet,
S 50°00'25"W 39.05 feet,
S 33°59'50"W 96.82 feet,
S 37°39'32"W 113.13 feet,
S 41°57'38"W 109.73 feet,
S 50°10'18"W 56.77 feet,
S 45°34'06"W 55.38 feet,
S 21°21'09"W 55.91 feet,
S 11°55'22"W 58.81 feet,
S 02°05'27"W 56.42 feet,
S 03°09'56"E 117.94 feet,
S 26°36'04"W 56.89 feet,
S 53°22'46"W 55.95 feet,
S 61°57'17"W 60.69 feet,

Lawrence M. Haynes Est. &
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S 68°50'22"W 115.89 feet,

S 60°14'12"W 175.13 feet,

S 49°07'12"W 57.31 feet,

S 40°26'09"W 54.12 feet,

S 37°31'48"W 110.90 feet,

S 31°04'15"W 174.26 feet,

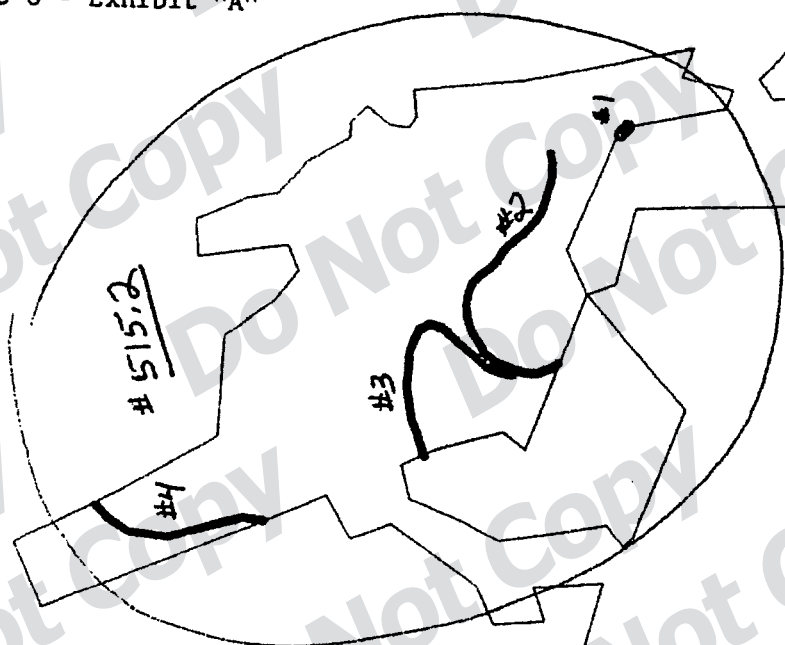
S 36°46'23"W 56.50 feet,

S 53°23'28"W 59.49 feet,

S 66°43'29"W 118.67 feet,

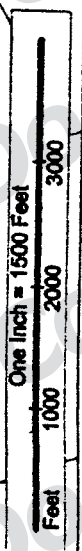
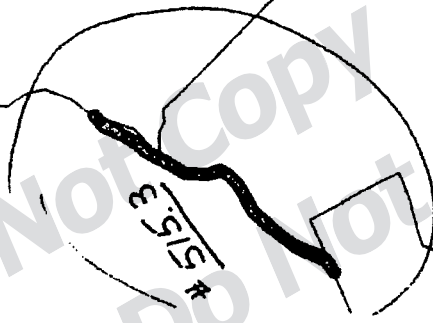
S 50°39'32"W 59.15 feet, to a point in the center of the existing road and right-of-way in line of Plum Creek Timberlands L.P. and Lawrence M. Haynes Est. being S 76°57'W 642.02 feet, from a 14" ash, found, an outside corner.

Haynes easement exchange



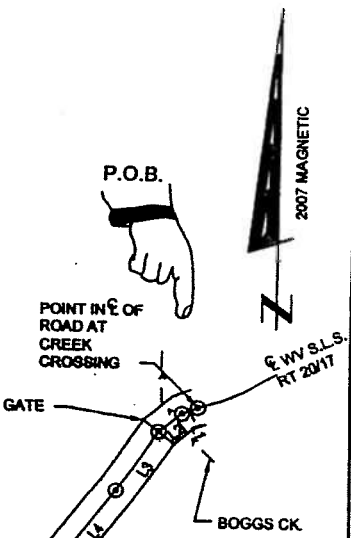
Plum Creek r-o-w grant to Haynes
Haynes r-o-w grant to Plum Creek
S17153 Tracts

521 PAGE 728



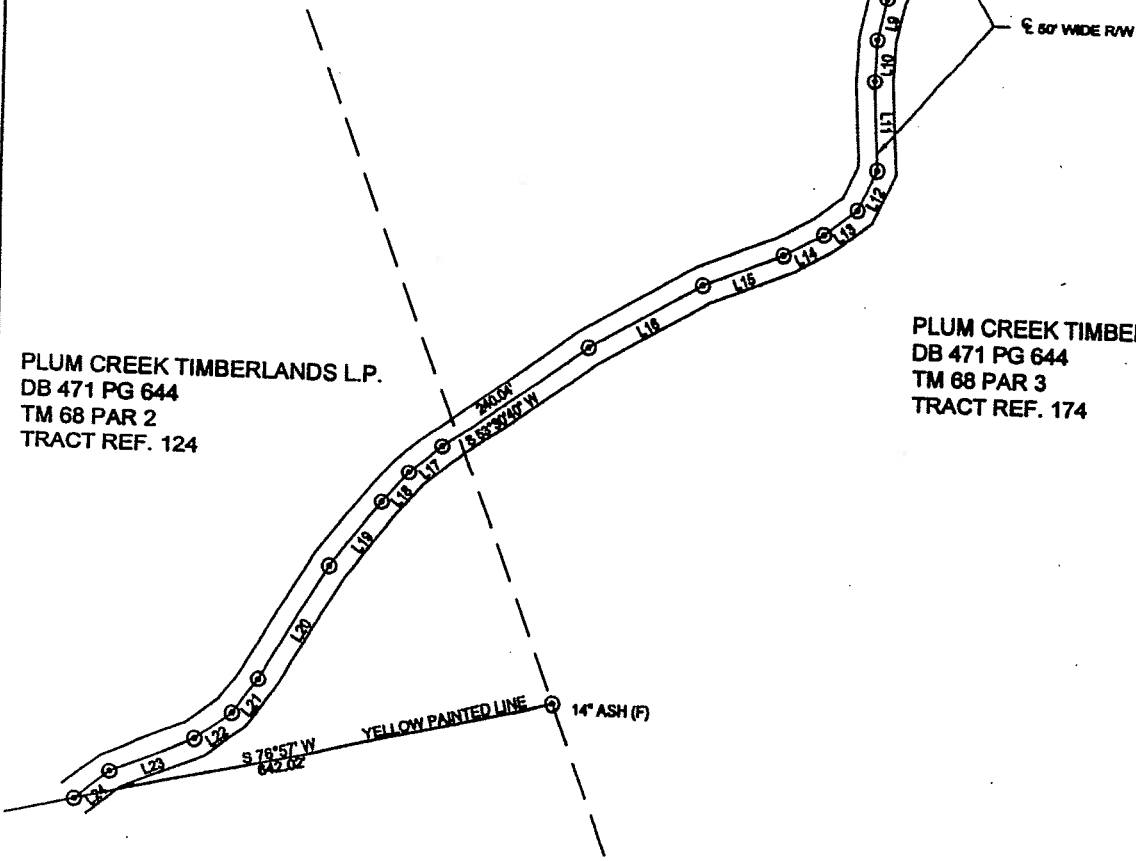
LINE	BEARING	DISTANCE
L1	S 68°24'34" W	22.04
L2	S 60°00'25" W	39.05
L3	S 33°59'50" W	98.82
L4	S 37°39'32" W	113.13
L5	S 41°57'38" W	108.73
L6	S 50°10'18" W	58.77
L7	S 45°34'05" W	55.38
L8	S 21°21'00" W	55.91
L9	S 11°58'22" W	58.81
L10	S 2°05'27" W	58.42
L11	S 3°09'58" E	117.94
L12	S 25°36'04" W	58.89
L13	S 63°22'48" W	58.95
L14	S 61°57'17" W	80.80
L15	S 68°50'22" W	115.89
L16	S 60°14'12" W	175.13
L17	S 49°07'12" W	57.31
L18	S 40°28'08" W	54.12
L19	S 37°31'48" W	110.90
L20	S 31°04'15" W	174.28
L21	S 36°45'23" W	58.50
L22	S 53°23'28" W	50.49
L23	S 68°43'29" W	118.67
L24	S 60°39'32" W	59.15

PLUM CREEK TIMBERLANDS L.P.
 DB 471 PG 644
 TM 62 PAR 84
 TRACT REF. 128



PLUM CREEK TIMBERLANDS L.P.
 DB 471 PG 644
 TM 68 PAR 2
 TRACT REF. 124

PLUM CREEK TIMBERLANDS L.P.
 DB 471 PG 644
 TM 68 PAR 3
 TRACT REF. 174



LAWRENCE M. HAYNES
 DB 191 PG 279
 TM 68 NO PAR NO.



