

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045

DECLARATION OF COVENANTS AND EASEMENTS
(Pine Creek East, Pine Creek West, and
Other Timberlands, Skamania County, Washington)

Grantor: Pope Resources, a Delaware limited partnership

Grantee: Pope Resources, a Delaware limited partnership

Abbreviated Legal Description:

Pine Creek East: Portions of Sec. 4, 5, 9, 11, 15, 14, and all of Sec. 10, T 7 N, R 6 E, W.M.
Pine Creek West: Portions of Sec. 5, 6, 8, 9, 15, 16, 17, and 23, T 7 N, R 6 E, W.M.
Other Timberlands: Sec. 1, 2, 3, 11, and 12, and portion of 13, T 6 N, R 5 E, W.M., Sec. 1, 2, 3, 6, 7, 9, 10, 11, and portions of 4, 5, 8, 12, T 6 N, R 6 E, portions of Sec 33 and 35, T 7 N, R 6 E, portions of Sec. 5, 6, 8, 17, 18 and all of Sec. 3, 7, 19, 20, 21, 22, 27, 28, 29, T 7 N, R 6 E, W.M., and portions of Sec. 24, T 7 N, R 5 E, W.M.; all situate in Skamania County, Washington.

Assessor's Property Tax Parcel Account Numbers:

Pine Creek East: 07 06 00000 3 0000; 07 06 00000 4 0000; 07 06 00000 8 0000; 07 06 00000 9 0000; 07 06 0000 10 0000; 07 06 0000 13 0000; 07 06 0000 12 0000
Pine Creek West: 07 06 00000 4 0000; 07 06 00000 5 0000; 07 06 00000 7 0000; 07 06 00000 6 0000; 07 06 0000 149 000; 07 06 0000 140 000; 07 06 0000 130 000; 07 06 0000 180 000;
Other Timberlands: 07 06 00000 2 0000; 07 06 00000 4 0000; 07 06 00000 5 0000; 07 06 00000 6 0000; 07 06 00000 7 0000; 07 06 0000 149 000; 07 06 0000 148 000; 07 06 0000 159 000; 07 06 0000 150 000; 07 06 0000 160 000; 07 06 0000 170 000; 07 06 0000 260 000; 07 06 0000 270 000; 07 06 0000 280 000; 07 05 0000 26 0000; 07 06 0000 420 000; 06 06 0000 2 0000; 06 05 00000 1 0000

Reference to Related Documents:

None.

Skamania County Assessor
Date 5/9/13 Parcel#
REAL ESTATE EXCISE TAX CS

NA

MAY 13, 2013

DWT 21550854v9 0046183-005201

PAID NA
Audrey P. Smith
SKAMANIA COUNTY TREASURER

**DECLARATION OF COVENANTS AND EASEMENTS
(Pine Creek East, Pine Creek West, and
Other Timberlands, Skamania County, Washington)**

THIS DECLARATION OF COVENANTS AND EASEMENTS (this "Declaration") is made this 8th day of May, 2013 (the "Effective Date"), by Pope Resources, a Delaware limited partnership ("Pope" or "Declarant").

RECITALS

A. Pope is the owner of the real property legally described on Exhibit A attached hereto ("Pine Creek East"), situate in Skamania County, Washington.

B. Pope is the owner of the real property legally described on Exhibit B attached hereto ("Pine Creek West"), situate in Skamania County, Washington. Pine Creek East abuts Pine Creek West.

C. Pope is the owner of the real property legally described on Exhibit C attached hereto (the "Other Timberlands"), situate in Skamania County, Washington.

D. Pope and Columbia Land Trust, a Washington nonprofit corporation ("CLT"), are parties to certain agreements (collectively, the "CLT Agreements") under which Pope has agreed to convey to CLT fee simple title to Pine Creek East on or before June 19, 2013, subject to this Declaration and other matters, and Pope has agreed to convey to CLT a conservation easement encumbering Pine Creek West (the "Conservation Easement") on or before June 19, 2013, subject to this Declaration and other matters. The Other Timberlands are not subject to the CLT Agreements.

E. Pope desires to establish certain perpetual covenants and easements encumbering and benefiting Pine Creek East, Pine Creek West, and the Other Timberlands, as described more particularly below, before the closing of the transactions described in the CLT Agreements, for the mutual benefit of Pope and CLT and their respective successors and assigns as holders of interests in Pine Creek East, Pine Creek West, and the Other Timberlands.

DECLARATION

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby declare that the following covenants and easements are established and impressed upon Pine Creek East, Pine Creek West, and the Other Timberlands in perpetuity, as covenants running with the land:

1. **Forestry Use Permitted Within Pine Creek West.** The lawful operation of commercial forest practices (collectively, the "Forest Practices") within Pine Creek West shall not give rise to any private right of action or claim for relief by any person holding any interest in Pine Creek East or Pine Creek West, or its successors or assigns, based on nuisance, trespass,

or other legal or equitable claim, and such persons shall not assert claims against Pope, its successors and assigns, based upon the Forest Practices, or attempt to delay, hinder, obstruct, or prevent the Forest Practices, unless and except to the extent that such Forest Practices result in death or serious physical injury. Notwithstanding the foregoing, this Section 1 shall not apply to any right of action or claim for relief arising under the Conservation Easement.

2. **Tailhold Permits.** This Section 2 shall benefit only that portion of the Other Timberlands described as Section 3, Township 7 North, Range 6 East, W.M. ("Section 3"). If Pope, its successors and assigns, as the owner of any portion of Section 3, requests a tailhold permit from the owner of that portion of Pine Creek East located within one thousand (1,000) feet of an exterior property boundary line abutting Section 3, in connection with the logging of any portion of Section 3, for a period not to exceed twelve (12) months in any one instance, and if Pope delivers to the Pine Creek East owner a written tailhold permit in a commercially reasonable form, for execution by Pope as permittee and the Pine Creek East owner as property owner, then the Pine Creek East owner shall not unreasonably condition, delay, or deny its approval of the request within ten (10) business days after delivery of the request, and no additional consideration shall be owed by Pope to the Pine Creek East owner in exchange for the grant of the tailhold permit. The parties agree that until December 31, 2040, the parties may use a form of tailhold permit substantially in the form attached as Exhibit D, which constitutes a commercially reasonable form as of the Effective Date.

3. Easement Reserved Through Pine Creek East for the Benefit of Pine Creek West and Other Timberlands.

a. Pope does hereby declare, establish, and reserve within Pine Creek East a perpetual nonexclusive easement (the "Easement") for ingress and egress and the construction, installation, maintenance, repair, replacement, and use of roadways, bridges, culverts, ditches, swales, utility facilities, storm water facilities, and appurtenant facilities, for the benefit of Pine Creek West and the Other Timberlands, as a covenant and easement running with and appurtenant to the land. The Easement shall be exercised only within strips of land sixty (60) feet in width (collectively, the "Pope Easement Areas"), the centerline of which shall be the centerline of the currently existing roadways (the "Pope Access Roads") that are shown on the map of Pine Creek East attached as Exhibit E.

b. Pope shall have the right to relocate any segment of the Pope Easement Areas and Pope Access Roads and other permitted facilities within Pine Creek East if the Pope Access Road within that segment becomes impassable, unsafe, or commercially impracticable, and if relocation would be the most commercially practical means to reconstruct, repair, or replace the facilities within the segment. Pope may abandon the Easement and any portion thereof as provided at common law, provided, however, that the mere nonuse of any portion of the Pope Access Roads for any period of time shall not constitute abandonment. Pope, its agents, contractors, and employees shall comply with all applicable laws, orders, ordinances, and regulations in the exercise of Pope's rights under this Section 3.

c. Pope, at its sole cost and expense, shall restore (or compensate the owner

of) any portion of Pine Creek East materially damaged by Pope, its agents, contractors, and employees in the exercise of Pope's rights under this paragraph, to its condition prior to the damage, and such restoration shall be completed as soon as reasonably possible after the damage. "Material damage" means damage that would be customary and reasonable for an owner of commercial timberlands to repair or compensate for, including without limitation making a road impassable, damaging or removing merchantable timber, causing a material threat to human health and safety, violating applicable laws, orders, ordinances, or regulations and thereby causing material injury to the owner of the damaged real property, or causing material environmental damage to riparian areas. Restoration standards shall be customary and reasonable standards for timberlands, including primitive tree farm roads. Damaged or removed merchantable timber shall be reimbursed at the fair market single-stumpage rate prevailing at the time damage occurs, not repaired or replaced.

d. Pope shall reimburse, save, protect, defend, indemnify, and hold harmless the owner of Pine Creek East and its affiliates and their respective agents, contractors, directors, employees, invitees, licensees, and officers, from, for and against all claims, liabilities, fines, penalties, charges, fees, damages and losses, including (without limitation) claims for attorneys' fees and costs, arising from or relating to the exercise by Pope, its agents, contractors, and employees, of Pope's rights under this Section 3.

e. The owner of Pine Creek East shall have the option to terminate the Easement as to the Pope Access Road segments that are designated "60 ROAD" and "61 ROAD" on Exhibit E at any time after neither Pope Resources nor any subsidiary or other affiliate of Pope Resources owns any portion of Section 3 as described above, if the owner of Pine Creek East delivers a least one (1) years' prior written notice of such termination to the owners of Pine Creek West and the Other Timberlands, provided, however, that the Easement as to the Pope Access Road segments that are designated "70 ROAD" and "USFS 25" on Exhibit E shall remain in full force and effect after the termination and the owner of Pine Creek East shall confirm the same in its written notice.

4. **Access to Pine Creek East and Pine Creek West Via USFS Roads.** Vehicle access to Pine Creek East and Pine Creek West is principally by means of the following roads controlled, established, or maintained by the United States Forest Service ("USFS"): the USFS 25, 70 (also known as 2588), 83, 8320, and 90 roads for access to Pine Creek East and the USFS 25, 90, and 9015 (also known as 3030) roads for access to Pine Creek West (collectively, the "USFS Access Roads"), which are located on public and private lands, including without limitation Pine Creek East, Pine Creek West, and portions of the Other Timberlands, all as more particularly depicted on maps maintained by the USFS as of the Effective Date. In consideration of CLT's acquisition of fee simple title to Pine Creek East and the Conservation Easement (in connection with which CLT will hold limited rights of access within Pine Creek West), Pope shall exercise commercially reasonable efforts and work cooperatively in good faith with CLT to facilitate the shared use, in common with Pope, of the USFS Access Roads by CLT and any holder of fee or conservation easement rights in and to Pine Creek East, including (without limitation) the Washington State Department of Natural Resources, for access to Pine Creek East and Pine Creek West, provided, however, that CLT and its successors and assigns, as the holders

of fee simple title to Pine Creek East and the Conservation Easement, in order to limit impacts to Pope and the Other Timberlands, shall use only the USFS Access Roads described above, except in emergencies and as otherwise agreed upon by Pope or its successors and assigns from time to time, in their commercially reasonable discretion.

5. Access to Pine Creek East and Pine Creek West Via Pine Creek West and Other Timberlands. If at any time prior to December 31, 2016, the holder of a fee ownership or conservation easement interest in Pine Creek East or Pine Creek West (a "Landlocked Owner") shall reasonably determine that the USFS Access Roads and access easements that are appurtenant to its property do not afford it a legal means of ingress and egress to its real property, and if a legal means of ingress and egress to its real property can reasonably be established only through portions of Pine Creek West or the Other Timberlands (a "New Easement Tract") owned in fee by Pope, then Pope as the owner of the New Easement Tract shall convey and quit claim to the Landlocked Owner a perpetual nonexclusive easement within a thirty (30) foot wide strip of land (the "New Easement Area") within the New Easement Tract, on such terms and conditions as Pope may approve in its discretion, subject to the following conditions and limitations: (a) the Landlocked Owner shall bear the expense of preparing the easement instrument and reimburse Pope its reasonable attorneys' and surveyors' fees in reviewing and negotiating the easement instrument, (b) the Landlocked Owner shall bear all document recording and title insurance company charges, (c) Pope's obligations under this paragraph shall be subject to the approval and consent of any lender holding a security interest in the New Easement Tract, (d) Pope shall determine the initial location of the New Easement Area within the New Easement Tract, and (e) Pope shall have the authority to relocate the New Easement Area to any other real property at any time and from time to time, provided that it shall bear all expenses of such relocation.

6. Environmental Matters. Pope, its successors and assigns, and all other persons who use the Pope Easement Areas and USFS Access Roads, are prohibited from managing, using, transporting, generating and disposing of, within the Pope Easement Areas and USFS Access Roads, (a) any Hazardous Substance in violation of Environmental Laws, and (b) any substances deemed illegal under Environmental Laws. For purposes hereof, the term "Environmental Laws" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto in effect from time to time pertaining to human health, environmental conditions or Hazardous Substances applicable to Pine Creek East, Pine Creek West, and the Other Timberlands. For purposes hereof, the term "Hazardous Substance" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. Any person who violates the terms of this Section 6 shall reimburse, save, protect, defend, indemnify, and hold harmless the other holders of interests in Pine Creek East, Pine Creek West, and the Other Timberlands and their respective agents, contractors, directors, employees, invitees, licensees, and officers, from, for and against all claims, liabilities, fines, penalties, charges, fees, damages and losses, including (without limitation) claims for reasonable attorneys' fees and costs and the reasonable costs of repairs and improvements necessary to return the applicable real property to the physical condition existing prior to the

indemnifying party's use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violation of Environmental Laws, to the extent caused by or arising from the breach of this Section 6 by the indemnifying party, its agents, contractors, or employees. Notwithstanding the foregoing, (x) the lawful transportation, storage, release, and use of Hazardous Substances, including without limitation chemical fertilizers, herbicides, and pesticides, by any person authorized by Pope, its successors and assigns, on the property owned by that party, including Pine Creek West and the Other Timberlands, is expressly permitted; and (y) the lawful transportation within the Pope Easement Areas and USFS Access Roads of Hazardous Substances lawfully used in commercial forestry is expressly permitted.

7. **Insurance.** All persons who use the Pope Easement Areas and USFS Access Roads under the authority of this Declaration shall maintain at all times comprehensive general liability insurance, including automobile liability insurance, in commercially reasonable amounts, issued by insurance companies licensed by the State of Washington.

8. **Amendments.** This Declaration may be amended at any time and from time to time by the execution and acknowledgment of a written amendment by the holder or holders of fee simple title and conservation easements to the real property that is affected by the amendment. Each amendment, after its execution and acknowledgment, shall be recorded in the real property records of Skamania County, Washington (the "Records").

9. **Attorneys' Fees and Costs.** In any litigation or other legal proceeding to enforce or interpret any provision in this Declaration, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including fees and costs incurred on appeal and in any bankruptcy proceeding.

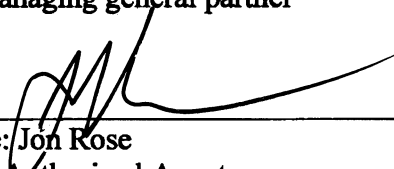
10. **General.** The burdens and benefits of this Declaration are intended to attach to and run with the land. The terms and conditions of this Declaration shall be binding upon and shall inure to the benefit of Pope and its successors and assigns, including CLT. This Declaration shall be recorded in the Records, before the closing of the transactions described in the CLT Agreements. This Declaration shall be governed by and construed in accordance with the laws of the State of Washington.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, an authorized official of Pope hereby executes this Declaration as of the Effective Date.

DECLARANT: POPE RESOURCES, a Delaware limited partnership

By Pope MGP, Inc., a Delaware corporation, its managing general partner

By: 
Name: Jon Rose
Title: Authorized Agent

- EXHIBITS:**
- A - Legal Description of Pine Creek East
 - B - Legal Description of Pine Creek West
 - C - Legal Description of the Other Timberlands
 - D - Form of Tailhold Permit
 - E - Map of Pope Access Roads

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 8th day of May, 2013, before me, a Notary Public in and for the State of Washington, personally appeared JON ROSE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute this instrument as Authorized Agent of Pope MGP, Inc., a Delaware corporation, the managing general partner of Pope Resources, a Delaware Limited Partnership, the limited partnership that executed this instrument; acknowledged this 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 he was duly appointed as the Authorized Agent of said corporation.

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





Print Name: Susan M. Graham-Schuyler
NOTARY PUBLIC in and for the State of Washington, residing at Indiansola
My appointment expires May 20, 2014

EXHIBIT A**Legal Description of Pine Creek East**

Real property in the County of Skamania, State of Washington, described as follows:

A tract of land located in a portion of Sections 4, 5, 9, 10, 11, 14, 15 and 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being a portion of the land described in the "Second Revised Division Map of Swift North", according to the plat thereof, recorded in Auditor's file number 2013000822, Records of Skamania County, Washington, and in deed recorded in Auditor's file number 2013000915 and correction deed recorded in Auditor's file number 2013000990, more particularly described as follows:

PARCEL 1: BLOCK "B"

That portion of of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. North and East of Pine Creek. Also described as Lots B-3, 4 and 7 per said "Second Revised Division Map of Swift North".

PARCEL 2: BLOCK "C"

The Northeast quarter, the Southeast quarter, that portion of the Southwest quarter East of Pine Creek and that portion of the Northwest quarter East of Pine Creek, of Section 4, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots C-1 through 11, 13 through 18, and 20 through 28 per said "Second Revised Division Map of Swift North";

PARCEL 3: BLOCK "G"

That portion of Section 9, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington North and East of Pine Creek. Also described as Lots G-2 through 7, 9, 10, 13, 16 and 20 per said "Second Revised Division Map of Swift North".

PARCEL 4: BLOCK "H"

Section 10, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots H-1 through 32 per said "Second Revised Division Map of Swift North".

PARCEL 5: BLOCK "I"

The West half of Section 11, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots I-1 through 16 per said "Second Revised Division Map of Swift North".

PARCEL 6: BLOCK "M"

The Northeast quarter, that portion of the North half of the Southeast quarter, North of Pine Creek, that portion of the North half of the Northeast quarter of the Southwest quarter, North of Pine Creek, and that portion of the Northwest quarter, North of Pine Creek, of Section 15, and that portion of East half of the Northeast quarter, East of Pine Creek, of Section 16, both in Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots M-1 through 15 per said "Second Revised Division Map of Swift North".

PARCEL 7: BLOCK "N"

The North half of the Northeast quarter of Section 14, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots N-1 through 4 per said "Second Revised Division Map of Swift North".

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EXHIBIT B**Legal Description of Pine Creek West**

A tract of land located in a portion of Sections 4, 5, 6, 8, 9, 15, 16, 17 and 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being a portion of the land described in the "Second Revised Division Map of Swift North", according to the plat thereof, recorded in Auditor's file number 2013000822, Records of Skamania County, Washington, and in deed recorded in Auditor's file number 2013000915 and correction deed recorded in Auditor's file number 2013000990, more particularly described as follows:

BLOCK "A"

The North half of the Northeast quarter, the North half of the South half of the Northeast quarter, the North half of the Northwest quarter and the North half of the South half of the Northwest quarter of Section 6, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots A-1 through 12 per said "Second Revised Division Map of Swift North";

BLOCK "B"

The Southeast quarter, that portion of the Northeast quarter south of Pine Creek, the North half of the South half of the Northwest and that portion of the North half of the Northwest quarter south of Pine Creek, of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots B-1, 2, 5, 6, 8 through 11, 14, 17, 18, 21, 22, 25, 26, 29 and 30 per said "Second Revised Division Map of Swift North";

BLOCK "C"

That portion of the West half of the West half the Southwest quarter and the West half of the West half of the Southwest quarter of the Northwest quarter, all west of Pine Creek, of Section 4, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots C-12 and 19 per said "Second Revised Division Map of Swift North";

BLOCK "F"

The Northeast quarter and the East half of the East half of the Southeast quarter of Section 8, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots F-2 through 5, 7, 8, 11, 12, 20 and 28 per said "Second Revised Division Map of Swift North";

BLOCK "G"

The Southwest quarter, a portion of the Northeast quarter south and west of Pine Creek, a portion of the Southeast quarter south and west of Pine Creek and a portion of the Northwest quarter south and west of Pine Creek, of Section 9, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots G-1, 8, 11, 12, 14, 15, 17, 18, 19 and 21 through 26 per said "Second Revised Division Map of Swift North";

BLOCK "K"

A portion of the Northeast quarter, a portion of the Southeast quarter and a portion of the Southwest quarter of Section 17, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots K- 8, 12, 17, 18, 20, 21, 23, 24, 25, 27, 28 and 29 per said "Second Revised Division Map of Swift North";

BLOCK "L"

The Southeast quarter, the Southwest quarter, the Northwest quarter and a portion of the Northeast quarter, west of Pine Creek, of Section 16, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots L-1 through 30 per said "Second Revised Division Map of Swift North";

BLOCK "M"

A portion of the Southeast quarter, a portion of the Southwest quarter and a portion of the Northwest quarter, all south of Pine Creek, of Section 15, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots M-16 through 29 per said "Second Revised Division Map of Swift North".

EXHIBIT C**Legal Description of the Other Timberlands****SWIFT NORTH:**

A tract of land located in Sections 5, 6, 7, 8, 1, 18, 19, 20, 21, 22, 27, 28, 29, Township 7 North, Range 6 East, and in a portion of Section 24, Township 7 North, Range 5 East, W.M., and described in the "Second Revised Division Map of Swift North", according to the plat thereof recorded in Auditor's file number 2013000822, and in the deed recorded in Auditor's file number 2013000915 and correction deed recorded in Auditor's file number 2013000990, Records of Skamania County, Washington, more particularly described as follows:

BLOCK "A"

The South half of Section 6, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots A-17 through A-32, said "Second Revised Division Map of Swift North".

BLOCK "B"

The Southwest quarter of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots B-15, B-16, B-19, B-20, B-23, B-24, B-27, and B-28, said "Second Revised Division Map of Swift North".

BLOCK "D"

All of Section 3, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots D-1 through D-32, per said "Second Revised Division Map of Swift North".

BLOCK "E"

All of Section 7, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots E-1 through E-32, said "Second Revised Division Map of Swift North".

BLOCK "F"

A portion of Section 8, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots F-1, F-6, F-9, F-10, F-13 through F-19, F-21 through F-27, said "Second Revised Division Map of Swift North".

BLOCK "J"

A portion of Section 18, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots J-1 through J-23, said "Second Revised Division Map of Swift North".

BLOCK “K”

A portion of Section 17, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots K-1 through K-7, K-9 through K-11, K-13 through K-16, K-19, K-22, and K-26, said “Second Revised Division Map of Swift North”.

BLOCK “P”

All of Section 19, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots P-1 through P-32, said “Second Revised Division Map of Swift North”.

BLOCK “Q”

All of Section 20, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots Q-1 through Q-32, said “Second Revised Division Map of Swift North”.

BLOCK “R”

All of Section 21, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots R-1 through R-32, said “Second Revised Division Map of Swift North”.

BLOCK “S”

All of Section 22, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots S-1 through S-32, said “Second Revised Division Map of Swift North”.

BLOCK “U”

A portion of Section 29, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots U-1 through U-12, and
 Lot U-13: S half of the SW quarter of the NW quarter and the N half of the NW quarter of the SW quarter, EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor’s File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation

Lot U-14: S half of the SE quarter of the NW quarter and the N half of the NE quarter of the SW quarter, EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor’s File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation

Lot U-15: S half of the SW quarter of the NE quarter and the N half of the NW quarter of the SE quarter, EXCEPT that portion conveyed to Pacific Power and Light Co. by deed

recorded under Auditor's File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation

Lot U-16: S half of the SE quarter of the NE quarter

Lot U-17: N half of the NE quarter of SE quarter, and the S half of the NE quarter of the SE Quarter and the N half of the SE quarter of the SE quarter, EXCEPT that portion conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation;

All in said "Second Revised Division Map of Swift North".

BLOCK "V"

A portion of Section 28, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots V-1 through V-24, and

Lot V-25: N half of the SW quarter of the SW quarter and the S half of the SW quarter of the SW quarter in Section 28 and the N half of the NE quarter of the NW quarter in Section 33, EXCEPT that portion of Section 28, T. 7 N., R. 6 E., W.M., described in that certain Special Warranty Deed, recorded in Book 208, Pages 110-129, records of Skamania County, Washington; ALSO EXCEPT that portion of Section 33, T. 7 N., R. 6 E., W.M., conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation

Lot V-26: N half of the SE quarter of the SW quarter and the S half of the SE quarter of the SW quarter in Section 28, and the N half of the NE quarter of the NW quarter in Section 33, EXCEPT that portion of Section 28, T. 7 N., R. 6 E., W.M., described in that certain Special Warranty Deed, recorded in Book 208, Pages 110-129, records of Skamania County, Washington; ALSO EXCEPT that portion of Section 33, T. 7 N., R. 6 E., W.M., conveyed to Pacific Power and Light Co. by deed recorded under Auditor's File Number 55342, Book 46, Page 115, described as those portions lying below the 1,000 foot elevation

Lot V-27: N half of the SW quarter of the SE quarter and the S half of the SW quarter of the SE quarter, of Section 28, T. 7 N., R. 6 E., W.M., EXCEPT that portion described in that certain Special Warranty Deed, recorded in Book 208, Pages 110-129, records of Skamania County, Washington

Lot V-28: N half of the SE quarter of the SE quarter

Lot V-29: S half of the SE quarter of the SE quarter.

All in said "Second Revised Division Map of Swift North".

BLOCK "W"

A portion of Section 27, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots W-1 through W-27, and

Lot W-28: N half of the SE quarter of the SE quarter and the S half of the SE quarter of the SE quarter, EXCEPT that portion conveyed to Swift Creek Estates by deed recorded under Auditor's File Number 99965, Book 85, Page 66; ALSO EXCEPT that portion

of the E half of the SE quarter of Section 27, T. 7 N., R. 6 E., W.M., being that certain Short Plat recorded in Book 3 of Short Plats, Page 125, recorded under Auditor's File Number 104203, records of Skamania County, Washington; and

Lots W-29 through W-31.

All in said "Second Revised Division Map of Swift North".

BLOCK "X"

A portion of Section 33, township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lot X-1,

All in said "Second Revised Division Map of Swift North".

SWIFT SOUTH:

A tract of land located in Sections 1, 2, 3, 11, 12 and a portion of 13, Township 6 North, Range 5 East and Sections 1, 2, 3, a portion of 4, 5, 6, 8, and 12, and all of Sections 7, 9, 10, and 11, Township 6 North, Range 6 East, and a tract of land located in portions of Sections 33, and 35, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington and being described in the "Second Revised Division Map of Swift South", according to the plat thereof recorded in Auditor's file number 2011178185, Records of Skamania County, Washington, more particularly described as follows:

BLOCK "A"

The South half of Section 33, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots A-1 through A-5 per said "Second Revised Division Map of Swift South".

EXCEPTING therefrom that portion conveyed to Pacific Power and Light Company by deed recorded under auditor's file number 55342, Book 46, Page 115, records of Skamania County, Washington, also described as those portions lying below the 1,000 foot elevation.

BLOCK "B"

Section 35, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots B-1 through B-20 per said "Second Revised Division Map of Swift South".

EXCEPTING therefrom that portion conveyed to Pacific Power and Light Company by deed recorded under auditor's file number 55342, Book 46, Page 115, records of Skamania County, Washington, also described as those portions lying below the 1,000 foot elevation.

ALSO EXCEPTING therefrom that portion conveyed to Swift Creek Estates, by deed recorded in Book 85, Page 66, records of Skamania County, Washington.

BLOCK "C"

All of Section 3, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

BLOCK "D"

All of Section 2, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

BLOCK "E"

All of Section 1, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

BLOCK "F"

Government Lots 1, 2, 3, 6, 7, 8, 10 and 12, the South half of the Northeast quarter, the Southeast quarter of the Northwest quarter, the East half of the Southwest quarter and the Southeast quarter of Section 6, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

BLOCK "G"

Government Lots 3 and 4, the South half of the Northwest quarter, and the West half of the Southwest quarter of Section 5, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington; including Lot G-13, said "Second Revised Division Map of Swift South".

BLOCK "H"

A portion of Section 4, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots H-1 through H-23, said "Second Revised Division Map of Swift South".

BLOCK "I"

A portion of Section 3, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots I-1 through I-20, said "Second Revised Division Map of Swift South".

BLOCK "J"

All of Section 2, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots J-1 through J-32 per said "Revised Division Map of Swift South".

BLOCK "K"

All of Section 1, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots K-1 through K-32 per said "Revised Division Map of Swift South".

BLOCK "L"

All of Section 11, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

BLOCK "M"

All of Section 12, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

BLOCK "N"

All of Section 7, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

BLOCK "O"

A portion of Section 8, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, including Lots O-2 and O-4, said "Second Revised Division Map of Swift South".

BLOCK "P"

All of Section 9, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, including Lots P-1, P-2, P-5, and P-6, said "Second Revised Division Map of Swift South".

BLOCK "Q"

All of Section 10, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

BLOCK "R"

All of Section 11, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots R-1 through R-32 per said "Revised Division Map of Swift South".

BLOCK "S"

A portion of Section 12, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots S-1 through S-24 per said "Revised Division Map of Swift South".

BLOCK "T"

The North half of Section 13, Township 6 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

EXHIBIT D

Form of Tailhold Permit

TAILHOLD PERMIT

Pine Creek West, Skamania County, Washington

THIS TAILHOLD PERMIT (this "Permit") is made as of the ____ day of _____, 2013, by COLUMBIA LAND TRUST, a Washington nonprofit corporation ("OWNER"), whose address is _____, and POPE RESOURCES, a Delaware limited partnership ("PERMITTEE"), whose address is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER does hereby grant to PERMITTEE, subject to the terms and conditions set forth herein, a nonexclusive temporary permit to use those portions of Section _____, Township _____ North, Range _____ East, W.M., Skamania County, Washington, more particularly depicted on Exhibit A attached hereto (the "Premises"), for the purpose of establishing temporary "guy" anchors and "tailholds" (collectively, "Tailhold Operations") used in connection with PERMITTEE'S cable logging operations on adjoining lands.

This Permit is granted upon the following terms and conditions:

1. Term:

This Permit shall take effect on May 8, 2013, and shall remain in effect until December 31, 2013, or upon the completion of PERMITTEE's operations, whichever date occurs first, when it shall terminate automatically, provided, however, that OWNER may terminate this Permit at any time, upon written notice to PERMITTEE, in the event of PERMITTEE's breach of any of the terms or conditions hereof. PERMITTEE shall give OWNER prompt written notice of the completion of its operations. This Permit shall not be recorded in the real property records of the county.

2. Consideration:

There shall be no Tailhold Permit Fee or other monetary consideration payable to OWNER in exchange for this Permit.

3. Other Provisions:

PERMITTEE shall take measures necessary to minimize the amount of damage done to OWNER's property by using the minimum numbers of trees required, selecting trees of lower value and quality where possible, by using straps on live trees, and using stumps where possible. To minimize the amount of rubbing damage to non-tailhold trees, the lines shall be moved around all trees, regardless of age, prior to tightening.

PERMITTEE shall notify OWNER at least five (5) days before commencing Tailhold Operations and shall deliver to OWNER the name and contact information of the logger doing the work.

PERMITTEE shall notify OWNER immediately upon completion of Tailhold Operations. Upon completion, OWNER'S representative shall inspect the PREMISES for damage to OWNER's timber and reprod within thirty (30) days. If OWNER discovers damage and notifies PERMITTEE in writing within thirty (30) days after such damage, PERMITTEE shall compensate OWNER for the fair value of the damaged timber and reprod within thirty (30) days after the receipt of such notice.

4. Assumption of Risk and Liability by PERMITTEE:

- A. PERMITTEE acknowledges that it has inspected the Premises and the roads thereon, knows the condition thereof and is entering into this Permit with full knowledge of the state and condition of the Premises and roads, and accepts the Premises and roads "AS IS." OWNER makes no warranty or representation as to the present or future conditions of the Premises, or the character of the traffic on any of its roads, and PERMITTEE, on behalf of itself, its employees, subcontractors, agents, invitees, licensees or other third parties performing services for PERMITTEE in conjunction with this Permit, expressly assumes all risks associated with all activity which takes place on or off the Premises and roads thereon, including, but not limited to, the use of primitive unsigned roads or trails and unstable soil conditions. PERMITTEE understands and agrees that OWNER would not have entered into this Permit without an express assumption of all risks by PERMITTEE.
- B. PERMITTEE agrees to pay for all damage to the Premises or other property of OWNER resulting directly or indirectly from the negligent acts or omissions of PERMITTEE hereunder and shall reimburse OWNER for all costs reasonably incurred for fighting fire resulting directly or indirectly from PERMITTEE's acts or omissions hereunder whether negligent or otherwise.
- C. PERMITTEE shall indemnify and save harmless OWNER and its officers, employees, agents, permittees and licensees, herein in this Paragraph

included in the term "OWNER," from any and all costs, expenses, damages, penalties, liens, charges, claims, injuries, environmental cleanup or remediation obligations, demands or liabilities whatsoever (including reasonable attorneys' fees and court costs) (hereinafter in this Paragraph 4(C) referred to as "claim") arising out of or in any manner connected with or resulting from the acts, omission, activities, or operations hereunder of PERMITTEE or PERMITTEE's employees, contractors, subcontractors, agents, permittees, independent contractors or assigns ("PERMITTEE's Responsible Parties"), as the case may be, which may be suffered by OWNER or asserted by any third party whomsoever, including, but not limited to, PERMITTEE's Responsible Parties and governmental agencies. PERMITTEE shall, at PERMITTEE's own cost and expense, defend (with counsel acceptable to OWNER) against any and all actions, suits or other legal proceedings that may be brought or instituted against OWNER on any such claim or demand and shall pay or satisfy any judgment or decree that may be rendered against OWNER in any such action, suit or legal proceeding which may result therefrom. Without limiting the foregoing, in the event of assertion of any claim against OWNER or the Premises, PERMITTEE agrees that within three (3) days after notice from OWNER to do so, PERMITTEE shall either cause the satisfaction, discharge or release of any such claim or deposit with OWNER by cash or a corporate surety bond conditioned on satisfaction, release or discharge of such claim, plus such additional reasonable sum as OWNER specifies in such notice for anticipated expenses of OWNER in connection with such claim, such cash deposit or surety bond to be held by OWNER until such claim is satisfied, discharged or released.

Notwithstanding the foregoing, (i) PERMITTEE shall have no liability under this Paragraph 4(C) for any claim caused by or resulting from the sole negligence of OWNER or its agents or employees, and (ii) in the event of any claim that arises out of the concurrent negligence of OWNER or its agents or employees and PERMITTEE or its agents or employees, PERMITTEE shall be liable under this Paragraph 4(C) only to the extent of the negligence of PERMITTEE or its agents or employees. Without limiting that generality of the foregoing, PERMITTEE assumes potential liability for actions brought by any of PERMITTEE's Responsible Parties. PERMITTEE's indemnity obligation hereunder shall not be limited by any workers' compensation, benefits or disability laws and PERMITTEE waives any immunity that PERMITTEE may have under any applicable industrial insurance law or act or similar workers' compensation, benefits or disability laws. The foregoing waiver was mutually negotiated by the parties.

PERMITTEE releases and waives all claims against OWNER with respect to any claim or injury arising from the operations of PERMITTEE under this Permit.

5. Insurance Requirements:

PERMITTEE shall carry and maintain, at PERMITTEE's expense, Commercial General Liability insurance insuring against the following in amounts as set forth below: (a) liability for bodily injury or property damage claimed to have resulted from or be in any way connected to PERMITTEE's operations under this Permit; and (b) automobile liability insurance, including coverage for scheduled vehicles, hired vehicles and non-owned vehicles against liability for bodily injury or property damage claimed to have resulted from or be in any way connected with PERMITTEE's operations under this Permit; and (c) **PERMITTEE shall maintain Industrial Insurance as required by the laws of the State of Washington, protecting all of PERMITTEE's employees and PERMITTEE itself if PERMITTEE works on OWNER's property.:**

INSURANCE MINIMUM LIMITS

General Liability, Contractual and Completed Operations Coverage

With Limits of Not Less Than
\$1,000,000 per occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate

Employers Liability Coverage (WA Stop Gap)

With Limits of Not Less Than **\$1,000,000**

Automobile Liability Coverage

With Limits of Not Less Than **\$1,000,000**
Bodily Injury - **\$1,000,000** per occurrence
Property Damage - **\$1,000,000** per occurrence
Or combined Single Limits of **\$1,000,000**

Logger's Broad Form Property Damage Coverage

With Limits of Not Less Than
\$1,000,000 per occurrence
\$2,000,000 General Aggregate

All such policies of insurance shall name OWNER and its affiliates and associates as "Additional Insureds" on a primary and non-contributory basis and contain a provision that the same shall not be canceled nor the coverage modified nor the limits changed without first giving thirty (30) days written notice thereof to OWNER. Such policies of insurance shall be written by insurance companies with a Best's Rating of A VII or better, and certificates of insurance (in form satisfactory to OWNER) evidencing coverage required shall be provided to the OWNER prior to PERMITTEE's commencing any services hereunder by personal delivery, email or mail, addressed to OWNER. All

contractors and subcontractors must also meet the same insurance requirements, and PERMITTEE is responsible to ensure that these requirements are met. At OWNER's request, PERMITTEE will supply OWNER with evidence of such compliance.

6. Compliance with Laws and Regulations:

PERMITTEE shall comply with all applicable laws, statutes, ordinances, rules and regulations of federal, state and local governments and agencies thereof, including, but not limited to, those relating to forest roads, traffic safety, wetlands, environmental protection, forest practices, conservation practices, hazardous waste or materials, explosives, protection of threatened and endangered species, water resources, wetlands, shorelines and the prevention, suppression and control of fire, and all valid orders of federal and state officials pertaining thereto.

PERMITTEE shall, at its sole expense, be responsible for any deviations therefrom or infractions thereof. In the event that PERMITTEE receives a notice of a deviation or infraction from any governmental entity or agency, PERMITTEE shall immediately notify OWNER and provide copies of all pertinent documentation with regard to said matter. PERMITTEE shall ensure that any and all subcontractors performing work, or providing materials, in conjunction with PERMITTEE's activities pursuant to this Permit comply with all applicable federal, state and local laws, rules and regulations. Upon request, PERMITTEE shall provide evidence satisfactory to OWNER of PERMITTEE's compliance hereunder.

PERMITTEE shall be responsible for and shall obtain all permits and licenses required in its use of the Premises for purposes stated herein, and shall fully comply with all requirements and conditions contained in such permits and licenses.

7. Fire Protection and Suppression:

For the protection of OWNER's land and timber in the vicinity of the Premises:

- A. PERMITTEE agrees to dispose of all slash and debris created by PERMITTEE's operation on the Premises in a manner satisfactory to OWNER and upon such disposal PERMITTEE shall, if required to do so by OWNER or by government officials, promptly obtain an unconditional certificate of clearance with respect to the slash so disposed of and deliver the same to OWNER;
- B. Upon discovery of any fire on or in the vicinity of the Premises, PERMITTEE shall immediately notify OWNER and the nearest State Fire Warden and shall use all its equipment and employees to suppress any such fire, regardless of the cause or origin of the fire.

8. Use and Maintenance of Premises:

- A. PERMITTEE agrees to conduct its operations in a lien-free, workmanlike manner, and leave the Premises in a condition satisfactory to OWNER upon the expiration of this Permit. It is understood and agreed that PERMITTEE shall not commit or suffer to be committed any waste upon the Premises nor allow or cause the Premises to be used for any improper or unlawful purpose or for any purpose not expressly permitted under this Permit. PERMITTEE shall pay when due all costs arising in connection with its operations on the Premises, including all payments owed to its employees, contractors and subcontractors in connection with such operations, and all premiums, fees, contributions and taxes required under applicable law to be paid by an employer, including workers compensation.
- B. PERMITTEE agrees to maintain all OWNER roads used by PERMITTEE in their condition as of the commencement of PERMITTEE's use, and upon the termination of this Permit, leave the same in said condition and shall, if any portion of the same is maintained by any party other than PERMITTEE, pay to such party PERMITTEE's equitable share of the cost of such maintenance based upon proportional use thereof or as otherwise agreed upon by the parties concerned. PERMITTEE shall be responsible for the cost of any road repair to the extent such repair is necessitated by PERMITTEE's use thereof; provided, PERMITTEE shall not conduct any road construction or repair without first obtaining any permit required therefor and obtaining OWNER's prior written consent to the proposed road work, design, specifications and location and the permit pertaining to such work.
- C. PERMITTEE agrees to keep all roads open and not obstruct same nor land any logs or other forest products alongside said road nor load any trucks thereon without OWNER's permission in writing.
- D. This Permit shall be subject to the speed limits, traffic control and other regulations promulgated by OWNER or applicable governmental agency from time to time, including the right of OWNER to close the road during periods of high fire danger or soft road conditions, provided OWNER shall also have suspended its operations near the Premises. OWNER makes no warranty or representation as to the condition, safety, or suitability of the roads for use by PERMITTEE. PERMITTEE, when using said roads, shall comply with all reasonable road restrictions on weight, speed, and use during adverse weather or fire conditions as reasonably necessary to protect the road.

E. While operating within the Premises, PERMITTEE shall protect all survey monuments, witness corners, reference monuments and bearing trees against destruction, obliteration or damage during operations on the Premises. If any monuments, corners or accessories are destroyed, obliterated or damaged by such operations, PERMITTEE, at its cost and expense, shall hire a registered land surveyor to establish or record the monuments, corners or accessories, at the same location and shall record such survey in appropriate county records.

F. PERMITTEE shall conduct its activities and operations so as to cause the least possible damage to the soil, slopes, roads and any surrounding standing timber on the Premises; leave the Premises and roads in good condition; reduce fire hazards; protect the environment and natural soil conditions; maintain the quality of the surface water on the Premises and the water that flows from it; prevent siltation in the streams; and leave streambeds, both intermittent and permanent, in as nearly undisturbed condition as possible.

G. PERMITTEE shall not dispose of or otherwise release any hazardous waste or materials or containers containing any hazardous waste or materials in, on or under the Premises or any adjacent property. As used herein, the term "hazardous waste or materials" includes any substance, waste or material designated as hazardous, toxic or dangerous by any applicable federal, state or local law, regulation, rule or ordinance, including, without limitation, petroleum products. If PERMITTEE becomes aware of any oil sheen on waters on the Premises or any spills or release of any hazardous waste or materials on the Premises or any adjacent property or any other environmental problem on the Premises, PERMITTEE will immediately notify OWNER and take appropriate action to control the effects thereof to the extent that PERMITTEE is the cause of the release. PERMITTEE will cause all equipment used on the Premises in connection with its operations to be daily inspected for hydraulic and fuel leaks and be repaired prior to entering the Premises. All leaks, spills and overfills with respect to such equipment shall be immediately cleaned up by PERMITTEE and all contaminated soil or material removed and properly disposed of by PERMITTEE.

9. Assignment:

Neither this Permit nor the rights of PERMITTEE hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of OWNER thereto, which consent shall not be unreasonably withheld, provided, however, that PERMITTEE may assign this Permit and the rights of PERMITTEE hereunder to any affiliate of PERMITTEE.

10. Notice:

Any notice or demand required or permitted to be given under the terms of this Permit shall be deemed to have been duly given if served personally or if deposited in the United States mail in a sealed envelope, postage prepaid, by registered or certified mail, addressed to the party to be notified at the latter's post office or mailing address herein above set forth; and such mailing by registered or certified mail shall be equivalent to personal service. Either party may change its address for notice purposes by giving the other party at least thirty (30) days' prior written notice.

11. Waiver:

Any failure by OWNER to exercise a right to terminate this Permit in case of default by PERMITTEE shall not constitute a waiver of PERMITTEE's obligations to perform strictly in accordance with the terms and conditions of this Permit, nor a waiver of any rights of OWNER hereunder. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.

12. Termination for Breach:

In case PERMITTEE shall breach any part of this Permit, OWNER may terminate this Permit immediately, with or without notice to PERMITTEE. Upon termination, OWNER shall be entitled to take immediate steps to prevent PERMITTEE from further using the Premises and to remove PERMITTEE and its equipment therefrom. The foregoing remedies shall not be deemed exclusive but shall be in addition to all other remedies available at law or in equity.

13. Removal of Equipment:

Upon completion of its activities hereunder or earlier termination of this Permit, PERMITTEE shall remove all of its equipment and all materials, tools, and rubbish which have accumulated on the Premises and leave the same in a clean and satisfactory condition. PERMITTEE shall not dispose of waste, including, but not limited to, packaging material, whether by burning, burying or otherwise on the Premises. In the event such equipment is not removed within thirty (30) days after such completion or termination, OWNER shall have the right to take possession of, store or otherwise remove and dispose of said equipment at the expense of PERMITTEE.

14. Miscellaneous:

PERMITTEE is acting as a permittee hereunder, and is not and shall not be deemed to be an agent, employee or partner of OWNER. If suit is brought to

enforce any provision of this Permit, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees. If any provision hereof is held by a court to be invalid or unenforceable, the remaining terms hereof shall remain in full force and effect. PERMITTEE's indemnification and duty to defend obligations hereunder shall survive the termination of this Permit. This Permit contains the entire agreement of the parties concerning the subject matter hereof, and no provision hereof may be modified, waived or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, OWNER and PERMITTEE have executed this Permit in duplicate as of the day and year herein above first written.

PERMITTEE:
Pope Resources, a Delaware Limited Partnership
By: ORM, Inc., a Washington corporation
Its Manager

OWNER:
Columbia Land Trust, a Washington nonprofit corporation

By: Mike Mackelwich
Title: Tree Farm Manager

Date: _____

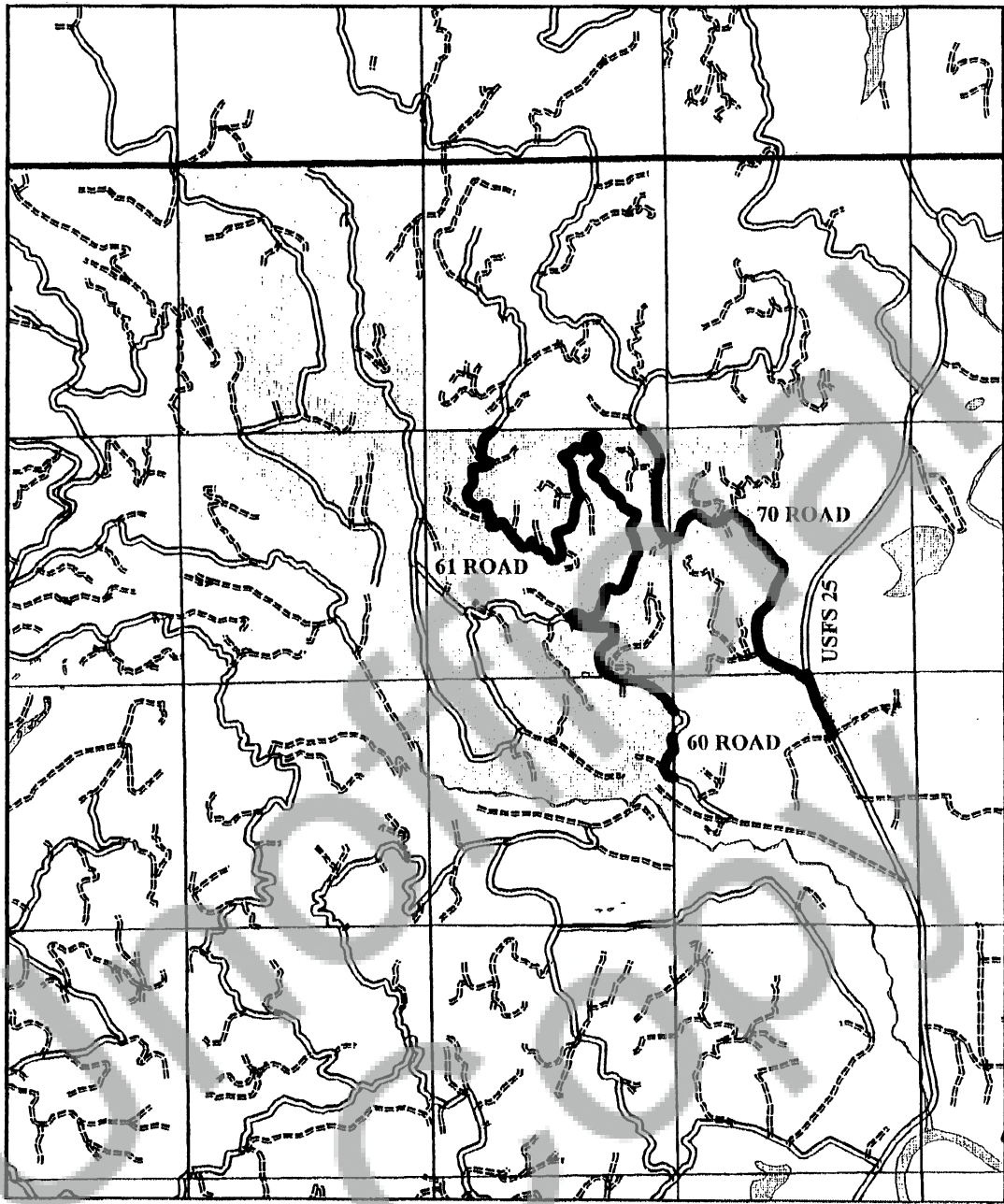
By: _____
Title: _____

Date: _____

Fed ID # _____
Workmen's Comp: _____

Exhibits:
A - Premises Map

EXHIBIT E
POPE ACCESS ROADS



— = POPE ACCESS ROADS

ATTACHMENT NO. 1**Description of Parcels Conveyed and Supplemented**

The following is a description of the parcels being conveyed and the parcels to which they are being added. This Attachment No. 1 is intended to satisfy the requirements of Skamania County Code Section 17.68.030.B and is not intended to provide the legal description of the real property conveyed by this deed.

References to “Revised Division Map of Swift North” mean the Revised Division Map of Swift North recorded in the real property records of Skamania County on August 9, 2007, under Auditor’s File No. 2007167209.

References to “Second Revised Division Map of Swift North” mean the Second Revised Division Map of Swift North recorded in the real property records of Skamania County on April 22, 2013, under Auditor’s File No. 2013000822:

Township 7 North, Range 6 East, Willamette Meridian**Section 4**

1. Portion of Lot C-9 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot C-5 of Revised Division Map of Swift North. Resulting lot is Lot C-5 of Second Revised Division Map of Swift North.
2. Portion of Lot C-9, C-13 and C-17 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot C-13 of Revised Division Map of Swift North. Resulting lot is Lot C-12 of Second Revised Division Map of Swift North.
3. Portion of Lot C-13 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot C-14 of Revised Division Map of Swift North. Resulting lot is Lot C-13 of Second Revised Division Map of Swift North.
4. Portion of Lot C-17 of Revised Division Map of Swift North lying east of Pine Creek shall become a part of Lot C-18 of Revised Division Map of Swift North. Resulting lot is Lot C-16 of Second Revised Division Map of Swift North.
5. Portion of Lot C-25 and C-29 of Revised Division Map of Swift North lying west of Pine Creek shall become a part of Lot C-21 of Revised Division Map of Swift North. Resulting lot is Lot C-19 of Second Revised Division Map of Swift North.

6. Portion of Lot C-21 and C-22 of Revised Division Map of Swift North lying east of Pine Creek shall become a part of Lot C-22 of Revised Division Map of Swift North. Resulting lot is Lot C-20 of Second Revised Division Map of Swift North.

7. Portion of Lot C-25 and C-26 of Revised Division Map of Swift North lying east of Pine Creek shall become a part of Lot C-26 of Revised Division Map of Swift North. Resulting lot is Lot C-23 of Second Revised Division Map of Swift North.

8. Portion of Lot C-29 and C-30 of Revised Division Map of Swift North lying east of Pine Creek shall become a part of Lot C-30 of Revised Division Map of Swift North. Resulting lot is Lot C-26 of Second Revised Division Map of Swift North.

Section 5

1. The west half of Lot B-2 of Revised Division Map of Swift North shall become a part of Lot B-6 of Revised Division Map of Swift North. Resulting lot is Lot B-2 of Second Revised Division Map of Swift North.

2. Portion of Lot B-2 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot B-3 of Revised Division Map of Swift North. Resulting lot is Lot B-3 of Second Revised Division Map of Swift North.

3. Portion of Lots B-2 and B-7 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot B-6 of Revised Division Map of Swift North. Resulting lot is Lot B-6 of Second Revised Division Map of Swift North.

4. Portion of Lots B-7, B-8, and B-12 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot B-8 of Revised Division Map of Swift North. Resulting lot is Lot B-7 of Second Revised Division Map of Swift North.

5. Portion of Lots B-7 and B-11 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot B-16 of Revised Division Map of Swift North. Resulting lot is Lot B-11 of Second Revised Division Map of Swift North.

Section 8

1. The west half of Lot F-20 of Revised Division Map of Swift North shall become a part of Lot F-16 of Revised Division Map of Swift North. Resulting lot is Lot F-16 of Second Revised Division Map of Swift North.

2. The east half of Lot F-16 of Revised Division Map of Swift North shall become a part of Lot F-20 of Revised Division Map of Swift North. Resulting lot is Lot F-20 of Second Revised Division Map of Swift North.

3. The west half of Lot F-28 of Revised Division Map of Swift North shall become a part of Lot F-24 of Revised Division Map of Swift North. Resulting lot is Lot F-24 of Second Revised Division Map of Swift North.

4. The east half of Lot F-24 of Revised Division Map of Swift North shall become a part of Lot F-28 of Revised Division Map of Swift North. Resulting lot is Lot F-28 of Second Revised Division Map of Swift North.

Section 9

1. Portion of Lots G-1, G-5 and G-6 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-5 of Revised Division Map of Swift North. Resulting lot is Lot G-1 of Second Revised Division Map of Swift North.

2. Portion of Lot G-1 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot G-2 of Revised Division Map of Swift North. Resulting lot is Lot G-2 of Second Revised Division Map of Swift North.

3. Portion of Lot G-10 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot G-6 of Revised Division Map of Swift North. Resulting lot is Lot G-5 of Second Revised Division Map of Swift North.

4. Portion of Lot G-10 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-9 of Revised Division Map of Swift North. Resulting lot is Lot G-8 of Second Revised Division Map of Swift North.

5. Portion of Lot G-15 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot G-11 of Revised Division Map of Swift North. Resulting lot is Lot G-9 of Second Revised Division Map of Swift North.

6. Portion of Lot G-15 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-14 of Revised Division Map of Swift North. Resulting lot is Lot G-12 of Second Revised Division Map of Swift North.

7. Portion of Lot G-19 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-18 of Revised Division Map of Swift North. Resulting lot is Lot G-15 of Second Revised Division Map of Swift North.

8. Portion of Lot G-19 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot G-20 of Revised Division Map of Swift North. Resulting lot is Lot G-16 of Second Revised Division Map of Swift North.

9. Portion of Lot G-24 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-23 of Revised Division Map of Swift North. Resulting lot is Lot G-19 of Second Revised Division Map of Swift North.

10. Portion of Lots G-28 and G32 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot G-24 of Revised Division Map of Swift North. Resulting lot is Lot G-20 of Second Revised Division Map of Swift North.

11. Portion of Lot G-28 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-27 of Revised Division Map of Swift North. Resulting lot is Lot G-23 of Second Revised Division Map of Swift North.

12. Portion of Lot G-32 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot G-31 of Revised Division Map of Swift North. Resulting lot is Lot G-26 of Second Revised Division Map of Swift North.

Section 15 and portion of Section 16

1. Portion of Lot L-4 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-1 of Revised Division Map of Swift North. Resulting lot is Lot M-1 of Second Revised Division Map of Swift North.

2. Portion of Lot L-8 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-5 of Revised Division Map of Swift North. Resulting lot is Lot M-5 of Second Revised Division Map of Swift North.

3. Portion of Lot L-12 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-9 of Revised Division Map of Swift North. Resulting lot is Lot M-9 of Second Revised Division Map of Swift North.

4. Portion of Lots L-16, M-13 and M-18 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-14 of Revised Division Map of Swift North. Resulting lot is Lot M-13 of Second Revised Division Map of Swift North.

5. Portion of Lot M-19 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-15 of Revised Division Map of Swift North. Resulting lot is Lot M-14 of Second Revised Division Map of Swift North.

6. Portion of Lot M-20 of Revised Division Map of Swift North lying north and east of Pine Creek shall become a part of Lot M-16 of Revised Division Map of Swift North. Resulting lot is Lot M-15 of Second Revised Division Map of Swift North.

7. Portion of Lots M-13, M-14 and M-18 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot M-17 of Revised Division Map of Swift North. Resulting lot is Lot M-16 of Second Revised Division Map of Swift North.

8. Portion of Lot M-20 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot M-19 of Revised Division Map of Swift North. Resulting lot is Lot M-17 of Second Revised Division Map of Swift North.

Section 16

1. Portion of Lot L-8 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot L-4 of Revised Division Map of Swift North. Resulting lot is Lot L-4 of Second Revised Division Map of Swift North.

2. Portion of Lot L-16 of Revised Division Map of Swift North lying south and west of Pine Creek shall become a part of Lot L-12 of Revised Division Map of Swift North. Resulting lot is Lot L-11 of Second Revised Division Map of Swift North.

Section 17

1. The west half of Lot K-8 of Revised Division Map of Swift North shall become a part of Lot K-4 of Revised Division Map of Swift North. Resulting lot is Lot K-4 of Second Revised Division Map of Swift North.

2. The east half of Lot K-4 of Revised Division Map of Swift North shall become a part of Lot K-8 of Revised Division Map of Swift North. Resulting lot is Lot K-8 of Second Revised Division Map of Swift North.

3. Portion of Lot K-12 of Revised Division Map of Swift North lying north and west of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-11 of Revised Division Map of Swift North. Resulting lot is Lot K-11 of Second Revised Division Map of Swift North.

4. Portion of Lots K-11 and K-12 of Revised Division Map of Swift North lying south and east of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-16 of Revised Division Map of Swift North. Resulting lot is Lot K-12 of Second Revised Division Map of Swift North.

5. Portion of Lot K-15 of Revised Division Map of Swift North lying north and west of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-14 of Revised Division Map of Swift North. Resulting lot is Lot K-14 of Second Revised Division Map of Swift North.

6. Portion of Lots K-19 and K-22 of Revised Division Map of Swift North lying north and west of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-18 of Revised Division Map of Swift North. Resulting lot is Lot K-16 of Second Revised Division Map of Swift North.

7. Portion of Lots K-15 and K-18 of Revised Division Map of Swift North lying south and east of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-19 of Revised Division Map of Swift North. Resulting lot is Lot K-17 of Second Revised Division Map of Swift North.

8. Portion of Lot K-22 of Revised Division Map of Swift North lying south and east of a line beginning at the northwest corner of the SE quarter of the SW quarter of Section 17, T. 7 N., R. 6 E., W.M., and ending at the SW corner of the E half of the NE quarter of the NE quarter of Section 17, T. 7 N., R. 6 E., W.M., shall become a part of Lot K-23 of Revised Division Map of Swift North. Resulting lot is Lot K-20 of Second Revised Division Map of Swift North.

All situate in Skamania County, Washington.