

**WHEN RECORDED, RETURN TO:**

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

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**DECLARATION OF COVENANTS AND EASEMENTS  
(Pine Creek West, Skamania County, Washington)**

**Grantor:** Pope Resources, a Delaware limited partnership

**Grantee:** Pope Resources, a Delaware limited partnership

**Abbreviated Legal Description:**

Portions of Sec. 4, 5, 6, 8, 9, 15, 16, 17, and 23, T 7 N, R 6 E, W.M., all situate in Skamania County, Washington.

**Assessor's Property Tax Parcel Account Numbers:**

FR Area: 07 06 00000 4 0000, 07 06 00000 3 0000, 07 06 00000 8 0000, 07 06 0000 13 0000,  
07 06 0000 14 0000

CE Area: 07 06 00000 5 0000, 07 06 00000 4 0000, 07 06 00000 3 0000, 07 06 00000 7 0000,  
07 06 00000 8 0000, 07 06 0000 149 000, 07 06 0000 14 0000, 07 06 0000 13 0000,  
07 06 0000 18 0000

**Reference to Related Documents:**

None.

**DECLARATION OF COVENANTS AND EASEMENTS  
(Pine Creek West, Skamania County, Washington)**

THIS DECLARATION OF COVENANTS AND EASEMENTS (this "Declaration") is made this 22 day of December, 2014 (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 (the "CE Area"), situate in Skamania County, Washington.
- B. Pope also is the owner of the real property legally described on Exhibit B attached hereto (the "FR Area"), situate in Skamania County, Washington. The CE Area and the FR Area abut each other and comprise the real property commonly known as Pine Creek West. Pine Creek West abuts Pine Creek and the real property commonly known as Pine Creek East.
- C. Pope and Columbia Land Trust, a Washington nonprofit corporation ("CLT"), are parties to an agreement (the "CLT Agreement") under which Pope has agreed to convey to CLT fee simple title to the FR Area on or around December 18, 2014, subject to this Declaration and other matters, and Pope has agreed to convey to CLT a conservation easement encumbering the CE Area (the "Conservation Easement") on or around December 18, 2014, subject to this Declaration and other matters.
- D. Pope desires to establish certain perpetual covenants and easements encumbering the FR Area, as described more particularly below, before the closing of the transactions described in the CLT Agreement, for the benefit of Pope and its successors and assigns as owner of the CE Area.

**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 the FR Area in perpetuity, as covenants running with the land:

1. **Forestry Use Permitted Within CE Area.** The lawful operation of commercial forest practices (collectively, the "Forest Practices") within the CE Area shall not give rise to any private right of action or claim for relief by any person holding any interest in the FR Area, 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 the CE Area. If Pope, its successors and assigns, as the owner of any portion of the CE Area, requests a tailhold permit from the owner of any portion of the FR Area, in connection with the logging of any portion of the CE Area, for a period not to exceed twelve (12) months in any one instance, and if Pope delivers to the owner of the FR Area a written tailhold permit in a commercially reasonable form, for execution by Pope as permittee and the owner of the FR Area as property owner, then the owner of the FR Area 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 owner of the FR Area 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 C, which constitutes a commercially reasonable form as of the Effective Date.

3. **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").

4. **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.

5. **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 Pope as owner of the CE Area and CLT as owner of the FR Area. This Declaration shall be recorded in the Records, before the closing of the transactions described in the CLT Agreement. 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: Thomas M. Ringo  
Print Name: Thomas M. Ringo  
Title: President and CEO

- EXHIBITS:**
- A - Legal Description of CE Area (Portion of Pine Creek West)
  - B - Legal Description of FR Area (Portion of Pine Creek West)
  - C - Form of Tailhold Permit

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

On this 18<sup>th</sup> day of December, 2014, before me, a Notary Public in and for the State of Washington, personally appeared Thomas M. Ringo, 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 the President and CEO 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, and acknowledged this instrument to be the free and voluntary act and deed of said limited partnership for the uses and purposes therein mentioned.

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



Michelle S. Verlander  
Print Name: Michelle S. Verlander  
NOTARY PUBLIC in and for the State of Washington, residing at Bremerton  
My appointment expires 6-9-2016

**EXHIBIT A****Legal Description of CE Area (Portion of Pine Creek West)**

A tract of land located in Skamania County, Washington, being a portion of the land described in the "Third Revised Division Map of Swift North" recorded under Auditor's file number 2014 002266, and in the Statutory Warranty Deed recorded under Auditor's file number 2014 002269, Records of Skamania County, Washington, more particularly described as follows:

**BLOCK "A"**

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

**BLOCK "B"**

The Southeast quarter, a portion of the Northeast quarter south and west of Pine Creek and a portion of the Northwest quarter south and west of Pine Creek, in Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots B-1, 2, 5, 8 through 14, 17, 18, 21, 22, 25, 26, 29 and 30 per said "Third 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 Lot C-19 per said "Third 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 "Third 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, 14, 15, 17, 18 and 21 through 26 per said "Third 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 "Third Revised Division Map of Swift North";

#### BLOCK "L"

The Southeast quarter, the Southwest quarter, the Northwest quarter and a portion of the Northeast 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 3 and 5 through 30 per said "Third 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 and 18 through 29 per said "Third Revised Division Map of Swift North".

#### BLOCK "T"

The West half, the West half of the Southeast quarter, and Government Lots 1 and 2 of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, Also described as Lots T-1 through 20 per said "Third Revised Division Map of Swift North" excepting the Lewis River.

EXCEPT THE FEE RIPARIAN AREA as shown on said "Third Revised Division Map of Swift North," which area is legally described as follows:

Beginning at the Northwest corner of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington;

Thence South  $88^{\circ}55'49''$  East, along the north line of said Section 5, for a distance of 2085.87 feet to the TRUE POINT OF BEGINNING;

Thence South  $88^{\circ}55'49''$  East, along said north line, for a distance of 399.64 feet to the thread of Pine Creek;

Thence southeasterly along the thread of Pine Creek, said thread being the southwesterly boundary of the lots conveyed to Columbia Land Trust by deed recorded under Auditor's file number 2013000998, Records of Skamania County, Washington, to a point on the East line of said Section 15;



Thence South 00°51'28" West along said East line, for a distance of 493.81 feet;  
 Thence leaving said East line, North 50°43'59" West, for a distance of 183.04 feet;  
 Thence North 43°32'17" West, for a distance of 524.07 feet;  
 Thence North 57°54'34" West, for a distance of 285.15 feet;  
 Thence North 88°36'49" West, for a distance of 295.31 feet;  
 Thence South 84°52'41" West, for a distance of 310.89 feet;  
 Thence South 86°54'11" West, for a distance of 612.80 feet;  
 Thence South 86°18'05" West, for a distance of 663.75 feet;  
 Thence North 74°53'22" West, for a distance of 409.65 feet;  
 Thence South 87°53'59" West, for a distance of 162.46 feet;  
 Thence North 88°00'19" West, for a distance of 337.55 feet;  
 Thence North 77°47'50" West, for a distance of 890.51 feet;  
 Thence South 87°25'04" West, for a distance of 455.90 feet;  
 Thence North 71°13'37" West, for a distance of 436.30 feet;  
 Thence North 46°29'36" West, for a distance of 514.62 feet;  
 Thence North 07°36'21" West, for a distance of 1179.16 feet;  
 Thence North 28°22'01" West, for a distance of 538.33 feet;  
 Thence North 07°36'23" West, for a distance of 669.12 feet;  
 Thence North 08°24'36" West, for a distance of 552.20 feet;  
 Thence North 36°03'42" West, for a distance of 508.01 feet;  
 Thence North 09°05'52" East, for a distance of 483.24 feet;  
 Thence North 58°12'26" West, for a distance of 650.26 feet;  
 Thence North 36°41'55" West, for a distance of 1960.17 feet;  
 Thence North 69°39'46" West, for a distance of 221.68 feet;  
 Thence North 49°57'16" West, for a distance of 163.52 feet;  
 Thence North 58°46'43" West, for a distance of 498.22 feet;  
 Thence North 53°50'44" West, for a distance of 535.22 feet;  
 Thence North 21°15'19" West, for a distance of 1521.66 feet;  
 Thence along the arc of a 1454.28 foot radius curve to the right, for an arc distance of 1131.22 feet, through a central angle of 44°34'05", the radius of which bears North 68°44'41" East, the long chord of which bears North 01°01'44" East, for a chord distance of 1102.92 feet;  
 Thence North 23°04'46" East, for a distance of 148.57 feet;  
 Thence North 68°13'03" East, for a distance of 369.17 feet;  
 Thence North 23°38'54" West, for a distance of 1081.14 feet;  
 Thence North 21°35'02" East, for a distance of 240.07 feet;  
 Thence North 02°08'10" East, for a distance of 579.23 feet;  
 Thence along the arc of a 168.55 foot radius curve to the left, for an arc distance of 293.73 feet, through a central angle of 99°50'52", the radius of which bears North 85°45'25" West, the long chord of which bears North 45°40'51" West, for a chord distance of 257.95 feet;  
 Thence South 84°23'43" West, for a distance of 523.46 feet;  
 Thence North 73°49'57" West, for a distance of 438.38 feet;  
 Thence North 55°18'25" West, for a distance of 183.80 feet;  
 Thence North 42°11'04" West, for a distance of 175.00 feet;  
 Thence North 46°30'21" West, for a distance of 199.93 feet;

Thence North  $39^{\circ}32'29''$  West, for a distance of 249.29 feet;  
Thence North  $86^{\circ}35'36''$  West, for a distance of 627.53 feet;  
Thence North  $62^{\circ}53'20''$  West, for a distance of 999.80 feet;  
Thence along the arc of a 1168.31 foot radius curve to the right, for an arc distance of 1033.14 feet, through a central angle of  $50^{\circ}40'00''$ , the radius of which bears North  $40^{\circ}00'08''$  East, the long chord of which bears North  $24^{\circ}39'52''$  West, for a chord distance of 999.80 feet;  
Thence North  $15^{\circ}02'50''$  West, for a distance of 150.87 feet to the TRUE POINT OF BEGINNING.

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**EXHIBIT B****Legal Description of FR Area (Portion of Pine Creek West)**

A tract of land located in Skamania County, Washington, being a portion of the land described in the "Third Revised Division Map of Swift North" recorded under Auditor's file number 2014 002266, and in the Statutory Warranty Deed recorded under Auditor's file number 2014 002269, Records of Skamania County, Washington, more particularly described as follows:

The Fee Riparian Area as shown on said "Third Revised Division Map of Swift North," which area is legally described as follows:

Beginning at the Northwest corner of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington;

Thence South 88°55'49" East, along the north line of said Section 5, for a distance of 2085.87 feet to the TRUE POINT OF BEGINNING;

Thence South 88°55'49" East, along said north line, for a distance of 399.64 feet to the thread of Pine Creek;

Thence southeasterly along the thread of Pine Creek, said thread being the southwesterly boundary of the lots conveyed to Columbia Land Trust by deed recorded under Auditor's file number 2013000998, Records of Skamania County, Washington, to a point on the East line of said Section 15;

Thence South 00°51'28" West along said East line, for a distance of 493.81 feet;

Thence leaving said East line, North 50°43'59" West, for a distance of 183.04 feet;

Thence North 43°32'17" West, for a distance of 524.07 feet;

Thence North 57°54'34" West, for a distance of 285.15 feet;

Thence North 88°36'49" West, for a distance of 295.31 feet;

Thence South 84°52'41" West, for a distance of 310.89 feet;

Thence South 86°54'11" West, for a distance of 612.80 feet;

Thence South 86°18'05" West, for a distance of 663.75 feet;

Thence North 74°53'22" West, for a distance of 409.65 feet;

Thence South 87°53'59" West, for a distance of 162.46 feet;

Thence North 88°00'19" West, for a distance of 337.55 feet;

Thence North 77°47'50" West, for a distance of 890.51 feet;

Thence South 87°25'04" West, for a distance of 455.90 feet;

Thence North 71°13'37" West, for a distance of 436.30 feet;

Thence North 46°29'36" West, for a distance of 514.62 feet;

Thence North 07°36'21" West, for a distance of 1179.16 feet;

Thence North 28°22'01" West, for a distance of 538.33 feet;

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Thence North  $58^{\circ}12'26''$  West, for a distance of 650.26 feet;  
 Thence North  $36^{\circ}41'55''$  West, for a distance of 1960.17 feet;  
 Thence North  $69^{\circ}39'46''$  West, for a distance of 221.68 feet;  
 Thence North  $49^{\circ}57'16''$  West, for a distance of 163.52 feet;  
 Thence North  $58^{\circ}46'43''$  West, for a distance of 498.22 feet;  
 Thence North  $53^{\circ}50'44''$  West, for a distance of 535.22 feet;  
 Thence North  $21^{\circ}15'19''$  West, for a distance of 1521.66 feet;  
 Thence along the arc of a 1454.28 foot radius curve to the right, for an arc distance of 1131.22 feet, through a central angle of  $44^{\circ}34'05''$ , the radius of which bears North  $68^{\circ}44'41''$  East, the long chord of which bears North  $01^{\circ}01'44''$  East, for a chord distance of 1102.92 feet;  
 Thence North  $23^{\circ}04'46''$  East, for a distance of 148.57 feet;  
 Thence North  $68^{\circ}13'03''$  East, for a distance of 369.17 feet;  
 Thence North  $23^{\circ}38'54''$  West, for a distance of 1081.14 feet;  
 Thence North  $21^{\circ}35'02''$  East, for a distance of 240.07 feet;  
 Thence North  $02^{\circ}08'10''$  East, for a distance of 579.23 feet;  
 Thence along the arc of a 168.55 foot radius curve to the left, for an arc distance of 293.73 feet, through a central angle of  $99^{\circ}50'52''$ , the radius of which bears North  $85^{\circ}45'25''$  West, the long chord of which bears North  $45^{\circ}40'51''$  West, for a chord distance of 257.95 feet;  
 Thence South  $84^{\circ}23'43''$  West, for a distance of 523.46 feet;  
 Thence North  $73^{\circ}49'57''$  West, for a distance of 438.38 feet;  
 Thence North  $55^{\circ}18'25''$  West, for a distance of 183.80 feet;  
 Thence North  $42^{\circ}11'04''$  West, for a distance of 175.00 feet;  
 Thence North  $46^{\circ}30'21''$  West, for a distance of 199.93 feet;  
 Thence North  $39^{\circ}32'29''$  West, for a distance of 249.29 feet;  
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 Thence North  $15^{\circ}02'50''$  West, for a distance of 150.87 feet to the TRUE POINT OF BEGINNING.

EXHIBIT C

Form of Tailhold Permit

TAILHOLD PERMIT

Pine Creek West Fee Riparian Area, Skamania County, Washington

THIS TAILHOLD PERMIT (this "Permit") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 \_\_\_\_\_, 201\_\_\_\_\_, and shall remain in effect until \_\_\_\_\_, 201\_\_\_\_\_, [A TWELVE (12) MONTH PERIOD], 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**