

AFTER RECORDING RETURN TO:
Department of Natural Resources
Conservation, Recreation & Transactions Division
ATTN: Forest Legacy Program
PO Box 47014
Olympia, WA 98504-7014

33300
SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

JUN 14 2018

PAID 57,074.00
CA deputy
SKAMANIA COUNTY TREASURER

CONSERVATION EASEMENT DEED

Grantor: Pope Resources, a Delaware limited partnership

Grantee: STATE OF WASHINGTON, acting by and through the DEPARTMENT OF
NATURAL RESOURCES

Full Legal Description located on the attached Exhibit "A"

Abbreviated Legal Description: Portions of Secs. 19, 20, 21, 22, 27, 28, 29, 33, 35-T07N-R06E,
Secs. 1, 2, 3, 4, 5, 8, 9, 11, 12-T06N-R06E, W.M., County of Skamania, State of Washington.

Assessor's Property Tax Parcel Account Numbers: 07060000040000, 07060000140000,
07060000159000, 07060000150000, 07060000160000, 07060000170000, 07060000260000,
07060000270000, 07060000280000, 07060000300000, 07060000310000, 07060000370000,
07060000420000, 06060000020000. *YN*

Skamania County Assessor
Date 6-14-18 *See above parcels*



CONSERVATION EASEMENT DEED

This Conservation Easement Deed (“Easement”) is made as of this 14th day of June, 2018 (the “Effective Date”), by Pope Resources, a Delaware limited partnership, Grantor, and the State of Washington, acting by and through the Department of Natural Resources, Grantee.

WHEREAS, Grantor is the owner of certain real property located in Skamania County, Washington, which is legally described on Exhibit A (“Property”), and displayed on the map attached as Exhibit B; and

WHEREAS, Grantee desires to put into effect the provisions of the Forest Legacy Program upon said Property, which purposes include protecting forested lands that are threatened by conversion to non-forest uses; promoting forest land uses, including timberland management, timber production, protecting forest landscapes and the sale of other forest products, and meeting multiple conservation opportunities, including protecting important scenic, cultural, fish, wildlife and recreational resources, riparian areas, ecological values, and environmentally important areas; and

WHEREAS, the State of Washington has the authority to obtain interests in real property for the purpose of conservation, protection and preservation under RCW 64.04.130, and in accordance with the provisions of the Forest Legacy Program authorized by the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101), as amended by Section 1217 of the Food, Agriculture, Conservation and Trade Act of 1990 (104 Stat. 3528) (16 U.S.C. § 2103c); and

WHEREAS, the conservation values of the Property have been documented in an inventory of relevant features of the Property (“Baseline Documentation”) on file at the offices of Grantor and Grantee, which includes the reports, maps, photographs, and other documentation listed on Exhibit C, which the parties agree provides, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends to reserve certain additional uses of the Property, as specifically identified herein, which do not significantly impair or interfere with the conservation objectives of this Easement; and

NOW, THEREFORE in consideration of THREE MILLION SEVEN HUNDRED THIRTY THOUSAND U.S. Dollars (\$3,730,000.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant, convey and warrant to Grantee, subject to the covenants, easements, reservations, restrictions, and other title exceptions described on Exhibit D (collectively, the “**Permitted Exceptions**”), an easement in perpetuity over, in and upon the Property, subject to the terms and conditions of this Easement.

PART I AUTHORIZED USES BY GRANTOR

Grantor reserves the right to use the Property for ingress and egress, recreation, and natural resource production, including commercial forestry, silviculture activities, harvest of minor forest products, borrow pit excavation, geothermal exploration and development, fire prevention and firefighting, road construction and maintenance, environmental educational purposes, limited utility facilities as expressly provided below, and appurtenant facilities, and other uses not prohibited by this Easement so long as such other uses are consistent with the goals of the Forest Legacy Program, as currently defined and the limitations set forth hereafter. No other use is permitted.

PART II RESTRICTIONS ON THE USE OF THE PROPERTY BY GRANTOR

A. Subdivision. The parties acknowledge and agree that the Property comprises multiple lots, tracts, or parcels as of the Effective Date. After Grantor completes the consolidation of the lots, parcels, and tracts comprising the Property into not more than nineteen (19) lots, parcels, or tracts, which Grantor shall complete within sixty (60) days after the Effective Date, the Property shall not be further subdivided into additional lots, tracts, or parcels. However, Grantor may obtain lot line adjustments and tax parcel segregations when the result does not increase the total number of lots. Grantor shall not convey fee ownership of any portion of the Property that is fewer than 640 acres, except when the conveyance is to settle boundary disputes or encroachments. The cumulative total of acres conveyed to settle boundary disputes or encroachments shall not exceed one percent of the Easement area as of the Effective Date

B. Structures and Improvements. Grantor shall not construct any building, structure, or other improvements of any kind, temporary or permanent, on the Property, including but not limited to houses, sheds, tanks, mobile homes, dams, and impoundments, except buildings, structures, and other improvements that are either expressly permitted in this Easement or are customarily appurtenant to uses expressly permitted in this Easement.

C. Forest Management. Timber management, silviculture, removal of minor forest products for sale (including but not limited to boughs, floral greens, bark, Christmas trees, pine needles, firewood, mushrooms) and timber harvesting, and the construction, installation, maintenance, and use of temporary buildings and other temporary structures, roads, storm water and utility facilities, and other improvements customarily appurtenant to such uses, are permitted

on the Property for commercial and non-commercial purposes in accordance with applicable federal, state, and local laws and regulations and the following provisions:

1. A Forest Management Plan (“**Plan**”) relating to the Property has been prepared by Grantor and approved by and filed with the Grantee before the date of execution of this Easement by Grantor. The Plan is consistent with the provisions of the Cooperative Forestry Assistance Act of 1978, as amended, 16 U.S.C. 2103a (f), and the Washington State Forest Stewardship Plan Guidelines as of the Effective Date, and shall be subject to revision in order to incorporate forest management practices that are prescribed under federal or state law. Grantor shall review the Plan every ten years and update the Plan as needed. Grantor shall submit any subsequent amendments to the Plan to Grantee for its review and approval, which approval shall not be unreasonably conditioned, delayed, or withheld. In the event of any inconsistency or conflict between the provisions of this Easement and the Plan, this Easement shall control.

2. In addition to the structures described above, Grantor may construct, repair, and maintain forest management access and logging roads, fences, gates, barriers, and the following structures and improvements for forest management purposes: bridges, culverts, landings, fire ponds, heliports and skid trails. Grantor’s roads may be utilized by adjoining property owners who have access rights over such roads.

D. Mineral Development.

1. No mining, drilling, excavation or mineral development of any kind shall be permitted in, under or upon the Property, including but not limited to the development of minerals or common varieties of mineral resources such as sand, gravel, stone and clay, or the mining of organic materials such as peat, except as expressly permitted in this subsection D.

2. Grantor may designate not more than forty (40) borrow pit sites (individually, a “**Borrow Pit**” and collectively, the “**Borrow Pits**”) (with no single Borrow Pit exceeding five (5) acres and all Borrow Pits collectively not to exceed a total of one hundred fifty (150) acres of land at any given time) from which sand, gravel and stone may be extracted for use as is reasonably necessary (a) for the construction and maintenance of those trails, roads, landing areas, and parking areas located within the Property and other real property in Skamania, Clark or Cowlitz County, Washington, now owned or hereafter acquired by Grantor, its parents, subsidiaries, or other affiliates, (b) for use on roads leading to the Property, and (c) for other real property in Skamania, Clark and Cowlitz Counties, Washington, now owned or hereafter acquired by Grantor, its parents, subsidiaries, or other affiliates, when suitable sources of rock materials are not available on such lands. Incidental sand, gravel and rock resources naturally occurring alongside existing roads may be utilized for general road maintenance, repair and construction. These sources will not count toward the limitations described above. Each Borrow Pit shall be reclaimed to the extent required by applicable law, including without limitation WAC 222-24-060, and shall be replanted with commercial species in accordance with applicable law, including without limitation WAC Chapter 222-34.

3. The Property shall be occupied, used, or disturbed only as is necessary to perform the authorized activities in this subsection D.

4. Grantor may construct such temporary structures and improvements that are necessary to perform the activities permitted in this subsection D, but Grantor shall remove all such structures, other improvements, and materials from the Property within one year of terminating operations. Should the Grantor fail to do so, the Grantee may remove, destroy or otherwise dispose of such structures, improvements, and materials at Grantor's expense.

5. In performing the activities authorized in this subsection D, Grantor shall make all reasonable provisions to dispose of tailings, dumpage, or other deleterious materials or substances to prevent obstruction, pollution, or deterioration of water and other natural resources.

E. Geothermal Exploration and Development. Grantor may conduct exploration, development, and removal of geothermal resources, which includes geothermal steam, hot water and heat, within the Property, so long as such activities do not harm or compromise the conservation or other values protected by this Easement. Before undertaking any activities allowed in this Section E, Grantor shall consult with Grantee to amend Grantor's Plan in Section II.C. above to include plans for exploration, development and removal of geothermal resources in a manner that protects the conservation and other values of this Easement. Grantee's approval of the amended Plan shall constitute consent to proceed.

F. Recreation/Education. Grantor may construct or reconstruct the following structures and improvements for educational and recreational purposes: trails, primitive camping sites, outhouses, composting toilets, interpretive signs, directional signs, railings, walkways, wildlife observation stands or blinds, septic systems, water and utility services and systems, paved roads, similar structures and improvements, and appurtenant facilities.

G. Fire Prevention and Firefighting. Grantor, in all portions of the Property, reserves the right to construct roads, use and maintain roads, build trails, draw water, and employ other measures to the extent reasonably necessary to suppress, control, prevent, extinguish, and fight wildfires.

H. Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property, excluding change as a result of activities permitted by this Easement, are prohibited unless such changes are caused by road washout, volcanic eruption, other acts of God or nature, or other causes beyond the control of Grantor. Activities permitted by this Easement that might change topography include without limitation Borrow Pit excavation, roadway construction and maintenance (including cuts and fills appurtenant thereto), storm water facility construction and maintenance, and third party exercise of rights under Permitted Exceptions in existence as of the date of this Easement.

I. Waste Disposal and Hazardous Materials. Grantor shall not use any portion of the Property for dumps, landfills, or the storage or deposit of waste materials of any kind, except septic system or composting toilet waste, nor transport over or keep on or around the Property

for use, disposal, treatment, generation, storage or sale any substance designated as hazardous, dangerous, toxic, or harmful as those terms are used in any federal, state, or local law regulating such substance except to the extent necessary to perform activities authorized by this Easement and applicable law. Grantor shall have the right to use and transport forest chemicals and fertilizers commonly used for forest health management, whether now known or hereafter discovered. Grantor shall have the right to deposit woody and soil laden debris and other earthen material or overburden material in locations allowed by applicable federal, state or local law when generated from the Property or roads thereon or roads leading thereto: (1) rock quarry overburden material, (2) woody and soil laden debris from roadside slides, debris flows or other road events, and (3) other earthen waste materials generated by road construction or maintenance activities.

J. Industrial, Commercial and Residential Activities. Except as authorized herein, the use of the Property for industrial, commercial or residential activities is prohibited.

K. Signs and Billboards. Grantor shall not place any sign or billboard on the Property, except to state the name and address of the property owner or manager or interpretive signs referring to forestry and timberland management, signs related to silvicultural treatments as required by law, road numbering signs, survey monument signs, signs providing road and trail directions, real estate signs, timber sale and harvest boundary or leave-tree signs, warning signs, signs disclosing access rules and regulations, or to control unauthorized entry or use as may be permitted herein. Authorized signs shall be no larger than thirty-six (36) square feet in area.

L. Utility Easements; Rights-of-Way. Except as otherwise permitted in this Easement or those existing as of the Effective Date, no additional utility (including without limitation telecommunication utility) easements or rights-of-way shall be located within the Property after the Effective Date without Grantee's prior written consent, which will not be unreasonably withheld, except that Grantor without the consent of Grantee may establish ingress and egress, storm water conveyance, and utility easements, provided that such easements are within roadways now existing, roadways hereafter created for forest management, or roadways hereafter created to replace other roadways made impassible by washout, volcanic eruption, other acts of God or nature, or other causes beyond the control of Grantor.

PART III USE OF THE PROPERTY BY GRANTEE

Under this Easement, Grantee shall have the following rights, but not the obligation, to use the Property:

A. Entry and Inspection. Grantee may enter upon the Property to inspect for compliance with the terms of this Easement, and otherwise administer use of the Property pursuant to the rights acquired hereunder ("**Monitoring Activities**"). In exercising this right, Grantee may utilize motorized vehicles including, but not limited to, cars, trucks, snowmobiles and helicopters. Grantee may not use motorcycles or ATVs. Access by Grantee for inspection

purposes shall be on twenty-four (24) hours advance notice to Grantor except in emergencies or cases of suspected deliberate violations.

B. Signs and Notices. Grantee at its sole expense may post signs and notices to survey, mark and monument the boundaries of the Property to identify and interpret natural environmental features, to promote on-site activities permitted on the Property, provided, that they are not posted to or upon Grantor's trees; to give road or trail directions; or to control unauthorized entry or uses as described herein. Grantee shall notify the Grantor orally or in writing of Grantee's intention to post the allowed signs at least thirty (30) days in advance of doing so.

PART IV PUBLIC ACCESS

A. Recreation. The public shall have the right to enter, traverse and otherwise use the Property for recreational activities, including but not limited to hiking, snowshoeing, cross-country skiing, biking and horseback riding, except within those portions of the Property in which Grantor or a third party authorized by Grantor is engaged in an authorized use of the Property. Hunting, trapping, fishing, motorized vehicle access, and snowmobiling are not permitted public uses of the Property unless specifically allowed by Grantor in writing. Grantor may reasonably regulate and restrict public use and access of the Property, including the prohibition of certain recreational activities and other public uses, to avoid interference with the use of the Property by Grantor and third parties authorized by Grantor, and to promote public safety. Neither Grantor nor Grantee shall charge the public or otherwise impose a fee for public use of the Property, provided, however, that Grantor may charge or impose fees for hunting, trapping, fishing, motorized vehicle access, and snowmobiling and any lawful public use that otherwise is prohibited under this Easement and does not significantly impair or interfere with the conservation objectives of this Easement, subject to compliance with applicable state laws and regulations, including any applicable Washington State Department of Fish and Wildlife rules and regulations.

B. Restrictions on Public Use. Grantor may reasonably regulate or prohibit antisocial and unlawful behavior, unsafe behavior, destruction or vandalism to improvements, and removal of any trees, firewood or other forest products by the general public. Grantor may reasonably regulate or prohibit public use and access where public safety may be threatened by the risk of wildfire, floods, landslides, or other hazards. Grantor may reasonably regulate or prohibit public use of and access to the Property to avoid interference with Grantor's reserved rights and to reduce the risk of accidents, damage to or destruction of property, exposure to physical hazards, fire, unlawful conduct, and trespassing.

PART V GENERAL TERMS AND CONDITIONS

A. Notices. Unless otherwise provided herein, any request for approval, approval, or written notice called for in this Easement shall be delivered: (1) in person; (2) by certified mail,

return receipt requested, postage prepaid; (3) by electronic mail if receipt is acknowledged by the recipient by reply electronic mail; or (4) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. All notices shall be deemed received on the date actually delivered. Notices shall be addressed as follows, or at such other addresses as the parties may from time to time designate in writing:

To Grantor: Mike Mackelwich
Vice President, Timberland Operations
Pope Resources
19950 7th Avenue NE, Suite 200
Poulsbo, WA 98370
mmackelw@orminc.com

To Grantee: Forest Legacy Program
Department of Natural Resources
1111 Washington St SE
PO Box 40714
Olympia, WA 98504-47014
julie.armbruster@dnr.wa.gov
OR: ampd@dnr.wa.gov

B. Successors in Interest. The obligations of Grantor under this Easement shall bind Grantor's heirs, successors, agents, and assigns.

C. Authorized Representatives. As used in this Easement, the term Grantee shall include its agents, successors or assigns.

D. Hold Harmless.

1. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee (with counsel acceptable to Grantee) and its employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "**Grantee Indemnified Parties**") from and against any and all liabilities, penalties, fines, charges, costs (including reasonable attorneys' fees), losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including injury to or death of any person, or physical damage to any property (collectively, "**Losses**"), to the extent that the same are asserted by any third party against any Grantee Indemnified Parties and arise out of or result from any act or omission of Grantor, its employees, agents, contractors, or licensees and guests within the Property under this Easement, including the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including without limitation Environmental Laws, except to the extent that the Losses arise out of or result from any act or omission of Grantee or any Grantee Indemnified Parties. For purposes hereof, the term "**Environmental Laws**" shall include but not be limited to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. as amended, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et

seq. as amended, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq. as amended, the Clean Air Act, 42 U.S.C. §7401 et seq. as amended, the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq. as amended, the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. as amended, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq. as amended, the Atomic Energy Act of 1954 and the Low-Level Radioactive Waste Policy Act, 42 U.S.C. §§2014, 2021-2021j, 2022, 2111, 2113 and 2114, and the Model Toxics Control Act, Chapter 70.105D RCW, as of the Effective Date and as may be amended. Notwithstanding the foregoing, as between Grantor and Grantee, Grantee shall be liable for all Losses arising after the date hereof to the extent that the Losses arise from or relate to Grantee's negligence or intentional misconduct.

E. Enforcement. Grantee shall give Grantor thirty (30) days' prior written notice ("Cure Period") of a violation of this Easement. If Grantee determines, in its sole discretion, that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property caused by a breach of this Easement by Grantor, Grantee may pursue such corrective action without waiting for the Cure Period to expire, including but not limited to commencing a lawsuit for injunctive relief. If Grantor has not cured a breach of this Easement within the Cure Period, Grantee may take such action as is reasonably necessary to cure the breach and recover its costs as provided in the next paragraph. If a dispute arises out of a breach of this Easement that does not entitle the Grantee to take immediate action as set forth above, and if such dispute cannot be settled through negotiations within thirty (30) days of Grantee giving Grantor written notice of an alleged breach ("Negotiation Period"), the disputed matter shall be submitted to mediation before either party resorts to litigation or other dispute resolution procedure. If Grantor and Grantee cannot agree on a mediator within thirty (30) days after conclusion of the Negotiation Period, the matter shall be referred to the Seattle Office of the American Arbitration Association for mediation.

Grantee shall be entitled to all remedies available at law or equity for injuries to the conservation values protected by this Easement, including but not limited to loss to scenic, aesthetic, or environmental values that are caused by Grantor's breach of this Easement. In the event a party retains an attorney to bring suit or seek alternative dispute resolution to interpret or enforce this Easement, the prevailing party shall be entitled to reasonable attorneys' fees whether or not such matter proceeds to judgment. Damages to which Grantee may be entitled shall be limited to (1) reasonable costs of restoration to return the Property to its prior condition, as defined in this subsection, and Grantee's administrative and legal costs; or (2) the actual cost of reimbursing the federal government, including appraisal costs, if this Easement is terminated or extinguished, as a result of Grantor's breach, according to the provisions of Part V, Section N, regarding Extinguishment. "Prior condition" means the Property, after restoration, has substantially the same conservation values as before Grantor's breach of this Easement, and violations of Environmental Laws, if any, have been resolved to the extent required by such laws. "Prior condition" does not mean that the Property, after restoration, is identical to the Property before Grantor's breach of this Easement.

Notwithstanding the foregoing, injuries or losses for which Grantee is entitled to any remedy against Grantor under this Easement must be injuries or losses to the conservation values protected by this Easement that are caused by Grantor engaging in an activity, such as commercial mining or residential development within the Property, that is in breach of this Easement, and not other events, such as a forest fire caused by the negligent act of Grantor or its contractor while engaging in an activity that is not in breach of this Easement. Grantee and Grantor agree and acknowledge that this Easement preserves conservation values of the Property only to the extent that Grantor has expressly agreed in this Easement, including, but not limited to, not using the Property for industrial, commercial, residential, or mineral development activities except as expressly permitted by this Easement. Adverse impacts on the conservation values of the Property occurring as a result of normal operational activities permitted by this Easement shall not be grounds for enforcement action under this section.

F. Waiver. Enforcement of the terms of this Easement shall be at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of breach of any term by Grantor shall not be deemed a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of the rights of Grantee under this Easement. No delay or omission by Grantee in exercising its rights shall impair such right or remedy or be construed as a waiver.

G. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to any claim or remedy against Grantor for any injury to or change in the Property resulting from causes beyond the reasonable control of Grantor, including but not limited to vandalism, fire, flood, storm, and earth movement.

H. Unpaid Obligations. Grantor shall pay before delinquency all obligations secured by the Property and shall also pay before delinquency or file timely appeal of all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent governmental authority (collectively "Taxes"). If Grantor fails to pay any Taxes when due, Grantee is authorized, but in no event obligated, to make or advance such payment of Taxes upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the annual rate of twelve percent (12%). Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate commercial general liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approval of any construction or other activity or use undertaken by Grantor and permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable law and the terms and provisions hereof.

I. Entire Agreement. This document sets forth the entire agreement of the parties. Any prior or contemporaneous discussions, negotiations, or agreements are of no effect.

J. Amendment. This Easement may be amended only with the written approval of Grantor, Grantee, and the USDA Forest Service Forest Legacy Program Region 6 Program Manager. All amendments must be in writing and signed by an authorized representative of each party.

K. Sale, Lease and Encumbrance. Grantor reserves the right to sell, lease and encumber the Property, subject to the terms hereof. Grantor may create consensual liens, whether by mortgage, deed of trust, or otherwise, for the purpose of indebtedness of Grantor, so long as such liens either are subordinate to this Easement or otherwise do not impair this Easement. Third parties not affiliated with Grantor shall be permitted to exercise rights held by them under matters of public record that are either (1) in existence as of the Effective Date, or (2) established after the Effective Date if expressly authorized by this Easement.

L. Transfer of Ownership by Grantor. Grantor may, in its sole and exclusive discretion, convey Grantor's interest in the Property, or any part of it, subject to the terms of this Easement, provided, however, that Grantor shall give Grantee written notice of such conveyance within thirty (30) days thereafter. This Easement shall be referenced in the deed of conveyance and the associated title report or title insurance policy.

M. Assignment of Easement Rights by Grantee. Grantee may assign its rights and obligations under this Easement only to a unit of state or local government.

N. Extinguishment.

1. If circumstances arise that render the purpose of this Easement impossible to accomplish, this Easement may be terminated or extinguished, whether in whole or in part, by mutual consent of the parties or judicial proceedings in a court of competent jurisdiction. Upon the termination of the Easement, Grantee shall be entitled to the value of the Easement as of the date the Easement is extinguished, as determined by the appraisal method described in Section V.N.2 below.

2. Grantee acknowledges that this Easement was acquired with federal funds under the Forest Legacy Program (P.L. 101-624; 104 Stat. 3359; 16 U.S.C. §2103c) and that the interest acquired cannot be extinguished unless the United States is reimbursed the current market value in proportion to the original federal investment, which for the purposes of this Easement is equal to the total monetary consideration paid by Grantee to Grantor in exchange for the making of this Easement; provided, however, the Secretary of Agriculture may exercise discretion to consent to such extinguishment upon the State's tender of equal valued consideration acceptable to the Secretary.

The value of this Easement or the portion thereof extinguished shall be the value of such interest immediately before the extinguishment as determined using the before and after or similar appraisal method in an appraisal that meets the Uniform Acquisition Standards of Federal Land Acquisition (UASFLA) and is completed by a certified general appraiser approved by Grantee, Grantor, and the Region 6 Forest Legacy program manager.

O. Rules of Construction. This Easement shall be liberally construed to carry out the purposes of the Easement and the Forest Legacy Program and its guidelines under the Final Version Forest Legacy Program Implementation Guidelines dated December 21, 2011, to protect forest lands that are threatened by conversion to non-forest uses and other conservation purposes for which this Easement was acquired. The parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumed construed against the drafter.

P. Easement Management. The Grantee shall have the right to delegate management and enforcement authority under this Easement to any duly appointed easement manager, which may include a federal, state, or local government agency or non-profit organization, with the approval of the Grantor, which shall not be unreasonably withheld. This appointment may be changed from time to time, at Grantee's reasonable discretion.

Q. Invalidity. Invalidity of any of these covenants and restrictions or anything else contained herein or any part thereof by judgments or court orders shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

R. Compliance with Laws. Grantor and Grantee shall comply with all applicable federal, state, or local laws while performing any of the activities on the Property authorized herein.

S. Controlling Law. Interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

T. Exhibits. All exhibits referenced herein are incorporated into this Easement as part of this Easement.

U. Subordination. Pursuant to that certain Subordination Agreement of approximately even date herewith (the "**Subordination Agreement**") among Grantor, Northwest Farm Credit Services, FLCA, and Northwest Farm Credit Services, PCA ("**Grantor's Lender**"), which is being recorded in the Records by the parties hereto simultaneously herewith, Grantor's Lender has agreed to subordinate to Grantee's interests under this Easement all of its liens, encumbrances and security interests created by that certain Mortgage, Financing Statement and Fixture Filing (Open End) recorded in the Records on June 14, 2010, under Auditor's File No. 2010175728, as modified by Instrument recorded on July 10, 2016 under Auditor's File No. 2016001429; and Mortgage recorded in the Records on June 14, 2010, under Auditor's File No. 2010175729, as modified by Instrument recorded in the Records on April 15, 2015 under Auditor's File No. 2015000692.

V. Recordation. Grantor and Grantee shall cause this Easement and all accompanying exhibits to be recorded in the Records and may re-record it at any time as may be required to preserve their rights set forth herein.

W. Counterparts. This Easement may be signed in counterparts, any one of which shall be deemed an original.

X. Control by Grantee. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of all Environmental Laws.

Y. Authority. The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.

Z. Approvals. Where approval by one of the parties to this Easement is required, such approval shall be granted or denied in writing within thirty (30) days following receipt of a written notice of the proposed use or activity, and such approval shall not be unreasonably withheld. Grantee's approval may include reasonable conditions which, if satisfied, would be the minimum necessary to assure that the proposed use or activity would not be inconsistent with the Purpose of this Easement.

AA. Grantee's Discretion. Grantee acknowledges its commitment to protect the Purpose of the Easement. Enforcement of the terms of the Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver of such term or any of Grantee's rights under this Easement. Grantee shall be reasonable in exercising its discretion under this Easement.

BB. No Merger. In the event that Grantee acquires all or a portion of the fee title to the Property, it is the intent of the parties that no merger of title shall take place that would merge the restrictions of the Easement with fee title to the Property and thereby eliminate them, and that the restrictions on the use of the Property, as embodied in the Easement, shall, in the event that all or a portion of title become vested in Grantee, become and remain permanent and perpetual restrictions on the use of the Property.

(Remainder of page intentionally left blank.)

EXHIBITS:

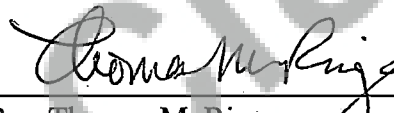
- A - Legal Description of the Property
- B - Map of the Property
- C - List of Baseline Documentation
- D - List of Permitted Exceptions

GRANTOR:

Pope Resources,
a Delaware limited partnership

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

Dated: May 30th, 2016


By: Thomas M. Ringo
Title President and Chief Executive Officer

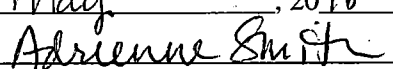
GRANTEE:

State of Washington
Department of Natural Resources

Dated: June 6, 2018


Hilary S. Franz
Commissioner of Public Lands

Affix the Seal of the
Commissioner of Public Lands

Approved as to Form this 11th day of
May, 2016.

Assistant Attorney General
State of Washington

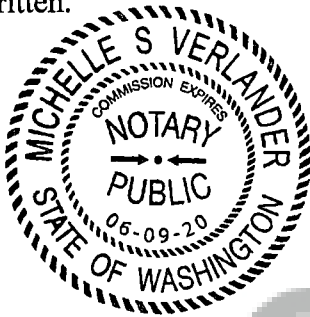
STATE OF WASHINGTON)

) SS.

COUNTY OF KITSAP)

On this this 30th day of May, 2018, 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 executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President and Chief Executive Officer of Pope MGP, INC., the managing general partner of Pope Resources, a Delaware limited partnership, to be the free and voluntary act and deed of said corporation and partnership for the uses and purposes mentioned in the instrument.

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



NOTARY PUBLIC in and for the State of
Washington, residing at Bremerton

My appointment expires 6-9-20

Print Name Michelle S. Verlander

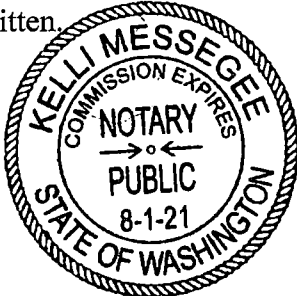
STATE OF WASHINGTON)

) SS.

COUNTY OF THURSTON)

On this 6th day of June, 2018, personally appeared before me Hilary S. Franz, to me known to be the Commissioner of Public Lands, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



NOTARY PUBLIC in and for the State of
Washington, residing at Lacey

My appointment expires 8-1-21

Print Name Kelli Messeguee

EXHIBIT A**Legal Description of the Property****Mt. St. Helens Forest Phase 2****PARCEL I: SWIFT NORTH**

A tract of land located in Sections 21 and 22, and in a portion of Sections 19, 20, 27, 28, 29 and 33, 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 "Fourth Revised Division Map of Swift North", according to the plat thereof, recorded in Auditor's File Number 2015001133, and in Deed recorded in Auditor's File Number 2015001132, Records of Skamania County, Washington, more particularly described as follows:

The South Half of the Northeast Quarter of the Northeast Quarter, the South Half of the Northeast Quarter, the Southeast Quarter, the North Half of the Northeast Quarter of the Southwest Quarter, the South Half of the North Half of the Southwest Quarter and the South Half of the Southwest Quarter of Section 19, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington. Also described as Lots P-16, P-20, P-23, P-24, and P-26 through P-32 and in portions of Lots P-8, P-11, P-12, P-15, P-18, P-19, P-21, P-22 and P-25 per said "Fourth Revised Division Map of Swift North";

EXCEPTING therefrom that portion lying North and West of a line beginning at the Northwest corner of the South Half of the Southwest Quarter of the Southwest Quarter; Thence Northeasterly to the Northeast corner of the South Half of the South Half of the Northeast Quarter of the Northeast Quarter of said Section 19;

Section 20, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots Q-2, Q-4, Q-6 and Q-8 through Q-32, and portions of Lots Q-1 and Q-5 per said "Fourth Revised Division Map of Swift North";

EXCEPTING therefrom the Northwest quarter of the Northeast Quarter and that portion lying North and West of a line beginning at the Northwest corner of the South Half of the South Half of the Northwest Quarter of the Northwest Quarter of said Section 20; Thence running Northeasterly to the Northeast corner of the Northwest Quarter of the Northwest Quarter of said Section 20;

Section 21, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots R-1 through R-32 per said "Fourth Revised Division Map of Swift North";

Section 22, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots S-1 through S-32 per said "Fourth Revised Division Map of Swift North";

Section 27, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, except the South half of the Northeast quarter of the Northwest quarter thereof. Also described as Lots W- 1 through W-5 and Lots W-7 through W-31 per said "Fourth Revised Division Map of Swift North";

EXCEPTING therefrom that portion conveyed to Swift Creek Estates, by deed under Auditor's File No. 99965 recorded in Book 85, Page 66, records of Skamania County, Washington.

ALSO EXCEPTING that portion of the East Half of the Southeast Quarter of said Section 27, being that certain Short Plat recorded under Auditor's File No. 104203 in Book 3 of Short Plats, at Page 125, Records of Skamania County, Washington;

Section 28 and 33, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots V-1 through V-29 per said "Fourth Revised Division Map of Swift North";

EXCEPTING therefrom the following described tracts;

Beginning at a point on the West line of said Section 28 which is South 0° 16' 55" East a distance of 1,674.98 feet from the West quarter section corner thereof and running thence South 25° 37' East 498.22 feet; thence South 47° 34' 30" East 595.58 feet; thence North 59° 33' 30" East 240.47 feet; thence South 40° 26' East 296.84 feet; thence South 89° 49' 45" West 1,050.02 feet to the Southwest corner of said Section 28; and thence North 0° 16' 55" West 958.19 feet to the point of beginning.

ALSO EXCEPTING, Beginning at a point on the South line of said Section 28 which is North 89° 49' 45" East 2,006.72 feet from the Southwest corner thereof; and running thence North 78° 19' 30" East 237.50 feet; thence North 33° 28' East 235.01 feet; thence North 63° 23' East 464.47 feet; thence North 21° 05' 30" East 360.93 feet; thence North 17° 30' 30" East 212.97 feet; thence North 57° 42' East 110.31 feet; thence South 16° 09' 30" East 375.99 feet; thence South 10° 31' 30" East 336.26 feet; thence South 31° 11' West 416.74 feet to a point on the South line of said Section 28, which is South 89° 52' 30" West 2,259.98 feet from the Southeast corner thereof; thence South 89° 52' 30" West 380.01 feet to the South quarter corner of said Section 28; and thence South 89° 49' 45" West 634.99 feet to the Point of Beginning.

Section 29, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington. Also described as Lots U-1 through U-17 per said "Fourth Revised Division Map of Swift North";

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;

The Northeast Quarter of the Northeast Quarter and the North Half of the Northwest Quarter of the Northeast Quarter of Section 33, Township 7 North, Range 6 East Willamette Meridian, Skamania County, Washington. Also described as Lot X-1 per said "Fourth Revised Division Map of Swift North";

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.

PARCEL II: SWIFT SOUTH

A tract of land located in a portion of 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, and in Deed recorded in Auditor's File Number 2011178186, located in Sections 2 and 12 and in portions of Sections 1, 3, 4, 5, 8, 9 and 11, Township 6 North, Range 6 East, and portions of Sections 33 and 35, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Section 1, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, excepting the South half of the Southeast quarter of the Northeast quarter and the North half of the Northeast quarter of the Southeast quarter thereof, also described as Lots K-1 through K-15, K-17 through K-19 and K-21 through K-32 per said "Second Revised Division Map of Swift South";

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

Portion of Section 3, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lots I-1 through I-20 per said "Second Revised Division Map of Swift South";

Portion of Section 4, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lots H-1 through H-16, H-19, H-22 and H-23, per said "Second Revised Division Map of Swift South";

Portion of Section 5, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lot G-13, per said "Second Revised Division Map of Swift South";

Portion of Section 8, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lots O-2 and O-4 per said "Second Revised Division Map of Swift South";

Portion of Section 9, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lots P-1, P-2, P-5 and P-6 per said "Second Revised Division Map of Swift South";

Portion of Section 11, Township 6 North, Range 6 East, Willamette Meridian, Skamania County, Washington, also described as Lots R-1 through R-27 and R-29 through R-31 per said "Second Revised Division Map of Swift South";

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 "Second Revised Division Map of Swift South";

Portion 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.

Portion of 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."

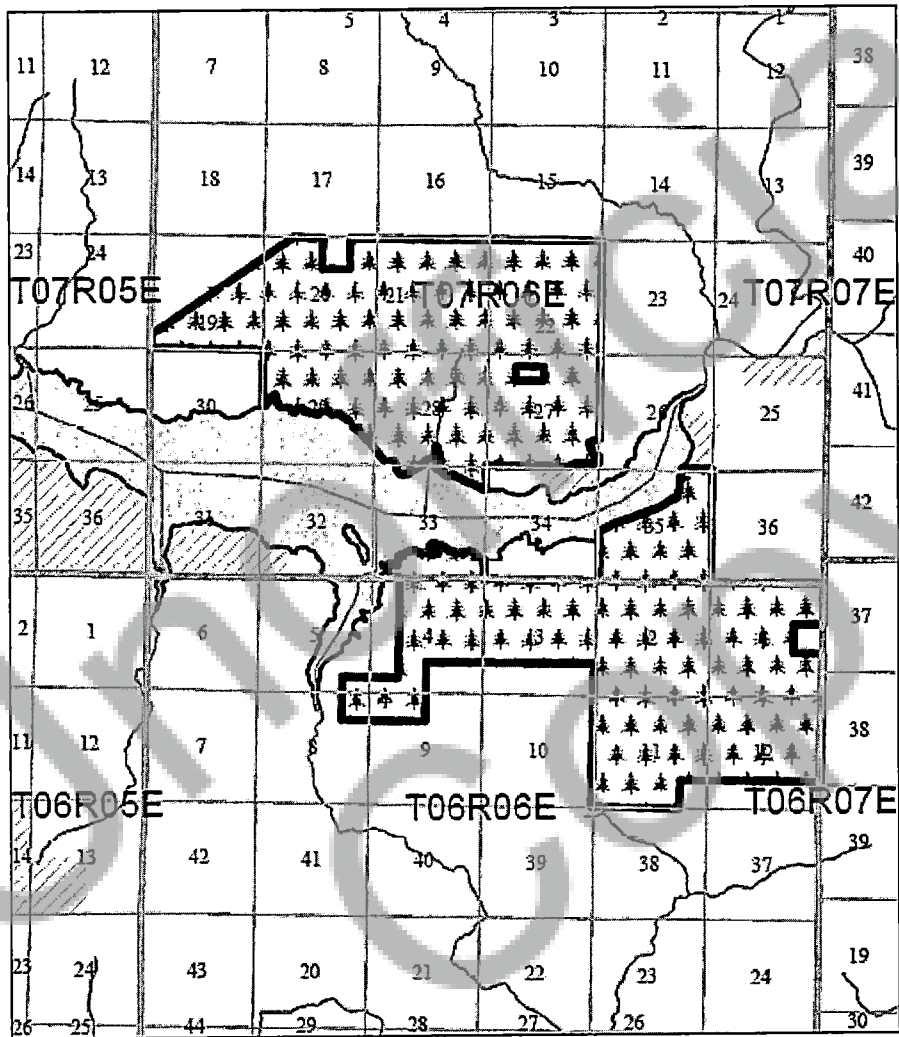
EXCEPTING therefrom that portion conveyed to Pacific Power and Light Company by deed recorded under Auditor's File Number 55342, Book 46, Page 115, records of Skamania County, Washington, also described as those portions lying below the 1,000 foot elevation.

EXHIBIT B

Map of the Property

MT. ST. HELENS FOREST PHASE 2

Sections 19, 20, 21, 22, 27, 28, 29, 33, 35 in Township 07 North,
Range 06 East; Sections 1, 2, 3, 4, 5, 8, 9, 11, 12, in Township
06 North, Range 06 East W.M. in Skamania County, WA



Legend



Mt. St. Helens Phase 2 Conservation Easement approx. 7780.73 Acres

0 0.75 1.5
Miles



By DNR C.R.T. Division February 28, 2018

EXHIBIT C
List of Baseline Documentation

Purpose of the Report and Extent of Field Investigation

- General Property Description
- Improvements
- Soils
- Vegetation
- Water
- Wildlife
- Land Use
- Recreational and Scenic Values
- Items of Special Concern, if any
- Additional Comments, if any
- Agency Contacts

EXHIBIT D**Permitted Exceptions****GENERAL EXCEPTIONS:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of person in possession thereof.
3. Easements or claims of easements, unpatented mining claims not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claim or title to water. Unpatented mining claims, and all rights relating thereto. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof. Indian Tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitude.
4. Rights or claims of parties in possession or claiming possession, not shown by the public records.
5. Any encroachment, encumbrance, violations, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
6. Any lien or right to a lien, for serviced, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:**The following Affects Parcel II:**

7. Unpaid taxes for the year 2018
 Original Amount : \$8,020.42
 Account No. : 06-06-00-0-0-0200-00
 Land Use/DOR : 88
8. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.
9. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks .

10. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

11. DELETED

12. DELETED

13. DELETED

The following Affects Parcel I : Section 19

14. Unpaid taxes for the year 2018

Amount : \$869.15
Account No. : 07-06-00-0-0-1590-00
Land Use/DOR : 88

15. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

16. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

17. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

18. DELETED

19. DELETED

20. Easement, including the terms and provisions thereof:

For : roads
Between : Department of Natural Resources and Northern Pacific Railway Co.
Recorded : April 22, 1970
Book : 61
Page : 666

21. DELETED

The following Affects Parcel I: Section 20

22. Unpaid taxes for the year 2018

Amount : \$836.14

Account No. : 07-06-00-0-0-1500-00
 Land Use/DOR : 88

23. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.
24. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.
25. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
26. DELETED
27. Easement, including the terms and provisions thereof:
 For : roads
 Between : Department of Natural Resources and Northern Pacific Railway Co.
 Recorded : April 22, 1970
 Book : 61
 Page : 666
28. Easement, including the terms and provisions thereof:
 For : roads
 Granted to : International Paper Co.
 Recorded : December 15, 1976
 Book : 72
 Page : 49
29. Reservations, including the terms and provisions thereof:
 Reserved by : Washington Department of Natural Resources
 Recorded : May 22, 1980
 Book : 78
 Page : 257
30. Unrecorded Agreement, including the terms and provisions thereof:
 Regarding : Swift Creek area # 9
 Between : Gifford Pinchot National Forest Service and
 the Department of Natural Resources
31. Easements, including the terms and provisions thereof as disclosed by:
 Recorded : May 22, 1980
 Book : 78
 Page : 257

The following Affects Parcel I: Section 21

32. Unpaid taxes for the year 2018

Original Amount : \$971.12
 Account No. : 07-06-00-0-0-1600-00
 Land Use/DOR : 88

33. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

34. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

35. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

The following Affects Parcel I: Section 22

36. Unpaid taxes for the year 2018

Original Amount : \$1,022.67
 Account No. : 07-06-00-0-0-1700-00
 Land Use/DOR : 88

37. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

38. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

39. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

40. Easement, including the terms and provisions thereof:

For : roads
 Granted to : Department of Natural Resources
 Recorded : February 3, 1978
 Book : 74
 Page : 238

41. Mineral, Geothermal Resources and other Reservations, including the terms and provisions thereof:

Reserved by : United States of America
 Recorded : March 21, 1983
 Book : 82
 Page : 67

The following Affects Parcel I: Section 27

42. Unpaid taxes for the year 2018

Original Amount : \$1,035.42
 Account No. : 07-06-00-0-0-2600-00
 Land Use/DOR : 88

43. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

44. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

45. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

46. DELETED

47. Certificate of Diversion of Water, including the terms and provisions thereof:

Recorded : July 31, 1969
 Book : J
 Page : 243

48. Easement, including the terms and provisions thereof:

For : road
 Granted to : Pacific Power and Light Co.
 Recorded : March 7, 1958
 Book : 44
 Page : 397

49. Easement, including the terms and provisions thereof:

For : roads and rights for the reservoir to rise above 1000 foot level from time to time
 Granted to : Pacific Power and Light Co.
 Recorded : December 14, 1959
 Book : 46
 Page : 462

50. Easement, including the terms and provisions thereof:

For : Reciprocal right of ways
 Granted to : United States of America
 Recorded : January 7, 1964
 Book : 52
 Page : 211
 Affects : See recorded document for location

51. Easement, including the terms and provisions thereof:

For : road
 Granted to : United States of America
 Recorded : September 3, 1976
 Book : 71
 Page : 712
 Affects : See recorded document for location

52. DELETED

53. Easement or matters as shown on the survey.

Recorded : July 12, 2012
 As : 2012181071

The following Affects Parcel I: Portion Section 33

54. Unpaid taxes for the year 2018

Amount : \$39.35
 Account No. : 07-06-00-0-0-3100-00
 Land Use/DOR : 88

55. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

56. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

57. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

58. Easement, including the terms and provisions thereof:

For : telephone transmission lines
 Granted to : USA Forest Service USDA
 Recorded : February 5, 1952

- Book : 34
 Page : 165
 Affects : See recorded document for location
59. Easement, including the terms and provisions thereof:
 For : road
 Granted to : Pacific Power and Light Co.
 Recorded : August 19, 1960
 Book : 47
 Page : 406
 Affects : See recorded document for location
60. Easement, including the terms and provisions thereof:
 For : roads
 Granted to : Department of Natural Resources
 Recorded : April 1, 1970
 Book : 61
 Page : 593
 Affects : See recorded document for location
61. Easement, including the terms and provisions thereof:
 For : roads
 Granted to : Burlington Northern
 Recorded : June 9, 1978
 Book : 74
 Page : 938
 Affects : See recorded document for location
62. Reservations, including the terms and provisions thereof:
 Reserved by : Washington Department of Natural Resources
 Recorded : May 22, 1980
 Book : 78
 Page : 257
63. Easement, including the terms and provisions thereof:
 Recorded : May 22, 1980
 Book : 78
 Page : 257
 Affects : See recorded document for location
64. Unrecorded Agreement, including the terms and provisions thereof:
 For : Swift Creek Area #9
 Between : U.S. Forest Service, Gifford Pinchot National Forest Service and
 the Department of Natural Resources
65. Conditions & Restrictions, including the terms and provisions thereof:
 Recorded : September 21, 2015

As : 2015001955

Subordination, including the terms and provisions thereof:

Subordinating to : 2010175728, 2010175729
 Recorded : September 21, 2015
 As : 2015001954

The following Affects Parcel I: Section 20

66. Unpaid taxes for the year 2018

Amount : \$403.41
 Account No. : 07-06-00-0-0-2800-00
 Land Use/DOR : 88

67. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

68. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

69. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

70. Easement, including the terms and provisions thereof:

For : telephone lines
 Granted to : United States of America
 Recorded : March 29, 1919
 Book : R
 Page : 138
 Affects : See recorded document for location

71. Easement, including the terms and provisions thereof:

For : road
 Granted to : North Pacific Power and Light
 Recorded : March 7, 1958
 Book : 44
 Page : 397
 Affects : See recorded document for location

72. Easement, including the terms and provisions thereof:

For : roads, with rights to allow water to rise above 1000 feet from time to time
 Granted to : Pacific power and Light Co.
 Recorded : December 14, 1959

Book : 46
 Page : 462
 Affects : See recorded document for location

73. Easement, including the terms and provisions thereof:

For : road
 Granted to : Department of Natural Resources
 Recorded : April 1, 1970
 Book : 61
 Page : 593
 Affects : See recorded document for location

The following Affects Parcel I: Portion of Section 33

74. Unpaid taxes for the year 2018

Original Amount : \$30.77
 Account No. : 07-06-00-0-0-3000-00
 Land Use/DOR : 88

75. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

76. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

77. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

78. Easement, including the terms and provisions thereof:

For : telephone lines
 Granted to : United State of America
 Recorded : May 29, 1919
 Book : R
 Page : 138
 Affects : See recorded document for location

79. Easement, including the terms and provisions thereof:

For : telephone transmission lines
 Granted to : USA Forest Service USDA
 Recorded : February 5, 1952
 Book : 34
 Page : 165
 Affects : See recorded document for location

80. Easement, including the terms and provisions thereof:

For : road
 Granted to : Pacific Power and Light Co
 Recorded : March 7, 1958
 Book : 44
 Page : 397
 Affects : See recorded document for location

81. Easement, including the terms and provisions thereof:

For : roads, with right to allow water to rise over the 1000 foot level
 from time to time
 Granted to : Pacific Power and Light
 Recorded : December 14, 1959
 Book : 46
 Page : 462
 Affects : See recorded document for location

82. Easement, including the terms and provisions thereof:

For : road
 Granted to : Department of Natural Resources
 Recorded : April 1, 1970
 Book : 61
 Page : 593
 Affects : See recorded document for location

The following Affects Parcel II Portion Section 33

83. Unpaid taxes for the year 2018

Amount : \$218.92
 Account No. : 07-06-00-0-0-4200-00
 Land Use/DOR : 88

84. As disclosed by the assessment and tax roll, the premises herein described have been specially assessed. Potential taxes, penalties and interest incurred by reason of a change in the use or withdrawal from classified use of the herein described property may result.

85. Any adverse claim based on the assertion that any portion of the subject land has been removed from or brought within the subject land's boundaries by the process of accretion or reliction or any change in the location of numerous creeks.

86. Rights of the public, riparian owners and governmental bodies as to the use of the waters of numerous creeks and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.

87. Easement, including the terms and provisions thereof:

For : road
 Granted to : United States of America
 Recorded : October 8, 1976
 Book : 71
 Page : 712
 Affects : See recorded document for location

88. Easement, including the terms and provisions thereof:

For : a trail and telephone transmission line
 Granted to : United States of America
 Recorded : March 31, 1958
 Book : 46
 Page : 130
 Affects : See recorded document for location

89. Easement, including the terms and provisions thereof:

For : road, with rights to allow water to rise above the 1000 foot level
 from time to time
 Granted to : Pacific Power and Light Co
 Recorded : December 14, 1959
 Book : 46
 Page : 462
 Affects : See recorded document for location

The following Affects Parcel 11

90. DELETED

91. DELETED

92. DELETED

93. DELETED

94. DELETED

The following exceptions Affects multiple Parcels

95. Easement and Reservation, including the terms and provisions thereof:

For : roads
 Granted to : U.S. Forest Service
 Recorded : February 2, 1934
 Book : X
 Page : 445
 Affects : See recorded document for location

96. Mineral Reservations, including the terms and provisions thereof:

Reserved by : Plum Creek Timber
 Recorded : July 3 1989
 Book : 114
 Page : 702
 Also recorded : January 15, 1993
 Book : 132
 Page : 881

97. Agreement, including the terms and provisions thereof:

Between : PCTC Inc.
 And : Meridian Mineral Company
 Recorded : July 1, 1991
 Book : 123
 Page : 915

98. Covenants, Conditions & Restrictions, including the terms and provisions thereof:

Recorded : March 30, 2001
 Book : 208
 Page : 110

99. Reservations, including the terms and provisions thereof:

For : mineral rights
 Granted to : Meridian Oil Inc.
 Recorded : July 3, 1989
 Book : 114
 Page : 714 & 716
 Also in Book : 109
 Pages : 929, 933 & 937
 Affects : See recorded documents for location

100. Corporation name change between Meridian Oil, Inc to Burlington

Resources Oil and Gas Co. Recorded : December 20, 1998
 Book : 185
 Page : 108

101. Certificate of Meyer Meridian Minerals Company to Glacier Park

Company Recorded : April 8, 2002
 Book : 222
 Page : 820

102. DELETED

103. Assignment, including the terms and provisions thereof:

Recorded : November 7, 1960
 Book : 48

Page : 95

104. Rights of the public in and to that portion lying within their Roads and Highways.
105. Easement and Maintenance Agreement, including the terms and provisions thereof:
 Granted to : Marble Mountain Homeowners Association
 Recorded : September 8, 2006
 As : 2007166683
 Affects : See recorded document for location
106. Any rights, easements, interest or claims which may exist by reason of or be reflected by the following facts shown on the survey:
 As : 2007166683
 Revised : 2007167209
 Affects : See recorded document for location
107. Any rights, easements, interest or claims which may exist by reason of or be reflected by the following facts shown on the survey:
 As : 2007166684
 Revised : 2007167210
 Affects : See recorded document for location
108. DELETED
109. Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
 Mortgagor : Pope Resources, a Delaware Limited Partnership Mortgagee
 : Northwest Farm Credit Services, FLCA a corporation
 Dated : June 10, 2010
 Recorded : June 14, 2010
 As : 2010175728
 Amount : \$60,000,000.00
 Modification
 Recorded : July 10, 2016
 As : 2016001429
 Modification
 Recorded : June 28, 2017
 As : 2017001322
110. Financing Statement, including the terms and provisions thereof:
 Debtor : Pope Resources, a Delaware Limited Partnership Secured
 Party : Northwest Farm Credit Services, FLCA a corporation
 Recorded : June 14, 2010
 As : 2010175728

111. Mortgage, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
- Mortgagor : Pope Resources, a Delaware Limited Partnership,
Mortgagee : Northwest Farm Credit Services, FLCA a corporation
Dated : June 10, 2010
Recorded : June 14, 2010
As : 2010175729
Amount : \$40,000,000.00
- Modification
Recorded : April 15, 2015
As : 2015000692
112. Financing Statement, including the terms and provisions thereof:
- Debtor : Pope Resources, a Delaware Limited Partnership Secured
Party : Northwest Farm Credit Services, FLCA a corporation
Recorded : June 14, 2010
As : 2010175729
113. Easement, including the terms and provisions thereof:
- For : telephone transmission lines
Granted to : USA Forest Service USDA
Recorded : February 5, 1952
Book : 34
Page : 165
Affects : See recorded document for location
114. Conditions & Restrictions, including the terms and provisions thereof, in Declaration:
- Recorded : May 9, 2013
As : 2013000997
115. Conditions & Restrictions, including the terms and provisions thereof, in Memorandum of Conservation Easement and Option Agreement:
- Granted to : Columbia Land Trust, a Washington nonprofit corporation
Recorded : May 20, 2014
As : 2014000799
116. DELETED
117. The affects if any of Deed saying Boundary Line Adjustment , including the terms and provisions thereof:
- Recorded : May 9, 2013
As : 2013000990
Recorded : December 22, 2014
As : 2014002269
118. DELETED

119. Any rights, easements, interest or claims which may exist by reason of or be reflected by the following facts shown on the survey:
As :2011178185

120. DELETED

121. DELETED

The following Affects Parcel II: Portion Section 35

122. Easement, including the terms and provisions thereof:

For : telephone lines

Granted to : United State of America

Recorded : May 29, 1919

Book : R Page : 138

Affects : See recorded document for location

123. Easement, including the terms and provisions thereof:

For : a trail and telephone transmission line

Granted to : United States of America

Recorded : March 31, 1958

Book : 46 Page : 130

Affects : See recorded document for location

124. Easement, including the terms and provisions thereof:

For : road, with rights to allow water to rise above the 1000 foot level from time to time

Granted to : Pacific Power and Light Co

Recorded : December 14, 1959

Book : 46 Page : 462

Affects : See recorded document for location

125. Road Use Agreement and Easement Exchange, including the terms and provisions thereof:

Recorded : July 12, 1973

Book : 65 Page : 481

Affects : See recorded document for location

126. Easement, including the terms and provisions thereof:

Recorded : December 10, 1984

Book : 6 Page : 982

Affects : See recorded document for location

Additional encumbrance agreed to by Grantor and Grantee:

All boundary line encroachments, prescriptive easements, and other liens and encumbrances that (a) are not established by Grantor's express written consent, and (b) collectively encumber not more than one percent (1%) of the land surface area of the Property.