


**Return Address:**

Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Land Title

Skamania County, WA **2020-000713**  
Total: \$126.50  
EASE  
Pgs=24  
03/26/2020 04:09 PM  
Request of: COLUMBIA GORGE TITLE  


*Ch See excise # 34429*

<b>Title:</b> RECIPROCAL RIGHT OF WAY EASEMENT AGREEMENT
<b>Reference Number(s) of Documents assigned or released:</b> N/A
<b>Grantor/Grantee:</b> WEYERHAEUSER COMPANY, a Washington corporation
<b>Grantee/Grantor:</b> COLUMBIA LAND TRUST, a non-profit Washington corporation
<b>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</b> <b>Grantor/Grantee:</b> Ptn of the SW 1/4 of Sec. 5; Ptn of the SE 1/4 of Sec. 6; Ptn of the NE 1/4 of Sec. 7; Ptn of the NW 1/4 and NE 1/4 of Sec. 8; and Ptn of the N 1/2 of Sec. 9; Ptn of the W 1/2 of Sec. 10, T 2 N, R 5 E. W.M.
<b>Grantee/Grantor:</b> Ptn of the SE 1/4; NE 1/4 Sec. 7; Sec. 8; Sec. 17, and Ptn of the NW 1/4 NW 1/4 of Sec. 20, T 2 N, R 5 E. W.M.
<b>Additional legal is on page</b> _____ <b>of document.</b>
<b>Grantor/Grantee Assessor's Property Tax Parcel:</b> 02050000090000; 02050000030200; 02050000030000; 02050000060000; 02050000140000; 02050000100000; <i>G.S. 3/26/2020</i>
<b>Grantee/Grantor Assessor's Property Tax Parcel:</b> 02050000090006; 02052000030000

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (this "**Agreement**") is effective as of the 24 day of March, 2020, (the "**Effective Date**") by and between WEYERHAEUSER COMPANY, a Washington corporation, ("**Weyerhaeuser**"), and COLUMBIA LAND TRUST, a non-profit Washington corporation. Weyerhaeuser and Grantee are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

### RECITALS

Weyerhaeuser owns certain real property located in Skamania County, Washington. A portion of the Weyerhaeuser real property is legally described on attached Exhibit A-1 as the Weyerhaeuser Burdened Property (the "**Weyerhaeuser Burdened Property**"). A portion of the Weyerhaeuser real property is legally described on attached Exhibit A-2 as the Weyerhaeuser Benefitted Property (the "**Weyerhaeuser Benefitted Property**"), and together with the Weyerhaeuser Burdened Property, the "**Weyerhaeuser Property**").

Grantee owns certain real property located in Skamania County, Washington. A portion of the Grantee real property is legally described on attached Exhibit B-2 as the Grantee Burdened Property (the "**Grantee Burdened Property**"). A portion of the Grantee real property is legally described on attached Exhibit B-1 as the Grantee Benefitted Property (the "**Grantee Benefitted Property**"), and together with the Grantee Burdened Property, the "**Grantee Property**").

Weyerhaeuser desires to grant Grantee a perpetual, non-exclusive easement over certain roads located on Weyerhaeuser Burdened Property that provides access to Grantee's Property and benefits Grantee Benefitted Property.

Grantee desires to grant Weyerhaeuser a perpetual, non-exclusive easement over a certain roads located on Grantee's Burdened Property that provide access to Weyerhaeuser Benefitted Property.

### AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS (\$10), and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

#### 1. Grant of Easements.

1.1 Subject to the terms hereof, Weyerhaeuser, for and in consideration of the reciprocal easement granted in subsection 1.2 below, hereby grants and conveys to Grantee a private, perpetual, non-exclusive right of way easement ("**Grantee's Easement**") forty (40') feet in width, being twenty (20') feet on either side of the center line of the existing road located upon Weyerhaeuser's Burdened Property ("**Weyerhaeuser Roads**").

Grantee's Easement and the Weyerhaeuser Roads are located approximately as shown on the map attached hereto as Exhibit C. Grantee's Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering Weyerhaeuser's Property ("**Weyerhaeuser's Permitted Encumbrances**"), it being distinctly understood and agreed by the Parties that Weyerhaeuser, by this grant, grants no greater rights than it is permitted to grant in view of any of Weyerhaeuser's Permitted Encumbrances.

1.2 Subject to the terms hereof, Grantee, for and in consideration of the reciprocal easement granted in subsection 1.1 above, hereby grants and conveys to Weyerhaeuser a private, perpetual, non-exclusive right of way easement ("**Weyerhaeuser's Easement**") forty (40') feet in width, being twenty (20') feet on either side of the center line of the existing roads located upon Grantee's Property ("**Grantee's Roads**"). Weyerhaeuser's Easement and Grantee's Roads are located approximately as shown on the map attached hereto as Exhibit D. Weyerhaeuser's Easement and Grantee's Easement are sometimes hereinafter collectively referred to as the "**Easements**" and Weyerhaeuser's Roads and Grantee's Roads are sometime hereinafter collectively referred to as the "**Roads**". Weyerhaeuser's Easement shall be subject and subordinate to all liens, leases, easements, servitudes, rights-of-way, prescriptive rights, reservations, conveyances and any and all other matters of record or apparent encumbering Grantee's Property ("**Grantee's Permitted Encumbrances**"), it being distinctly understood and agreed by the Parties that Grantee, by this grant, grants no greater rights than it is permitted to grant in view of any of Grantee's Permitted Encumbrances.

2. **Purpose of Easements.** Grantee's Easement is conveyed by Weyerhaeuser across the Roads identified on Exhibit C as "General Ingress and Egress" (the "Trail") for the purpose of providing Grantee pedestrian access over the Weyerhaeuser Burdened Property, and in the event Grantee improves the Trail subject to Section 16 for vehicular ingress and egress over and across Weyerhaeuser Burdened Property. Grantee's Easement is conveyed by Weyerhaeuser across the Roads identified on Exhibit C as "Forestry Use Only Rd" for the purpose of providing Grantee vehicular ingress and egress over and across Weyerhaeuser Burdened Property solely for the purpose of forest management, land management, log transport and the transportation of other forest products, rock and equipment, deconstruction and removal of the Camp Kwooneesum Dam and restoration of the dam site, and construction, reconstruction or maintenance of Weyerhaeuser's Roads; recreational access is not permitted. Weyerhaeuser's Easement is conveyed by Grantee for the purpose of providing Weyerhaeuser vehicular ingress and egress over and across Grantee's Burdened Property solely for the purpose of forest management, log transport and the transportation of other forest products, rock and equipment, and construction, or reconstruction and/or maintenance of Grantee's Roads. The purposes are to permit ingress and egress along the Roads and for no other access on the Property.

3. **Permittees.** Weyerhaeuser, its subsidiaries, and affiliates and all of their employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Weyerhaeuser Permittees**". Grantee's employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the "**Grantee Permittees**". The term "Respective Permittees" is used herein to refer to the Weyerhaeuser Permittees for Weyerhaeuser and the Grantee Permittees for Grantee.

4. **Reservation of Rights.** Weyerhaeuser reserves for itself and the Weyerhaeuser Permittees the right at all times for any purpose, to cross and re-cross Weyerhaeuser's Roads in any manner that will not unreasonably interfere with the rights of the Grantee. Grantee reserves for itself and the Grantee Permittees the right at all times for any purpose, to cross and re-cross Grantee's Roads in any manner that will not unreasonably interfere with the rights of the Weyerhaeuser.

5. **Nonexclusive Easement; Third Parties.** Weyerhaeuser may grant to third parties including (without limitation) the Weyerhaeuser Permittees, upon such terms Weyerhaeuser may choose in Weyerhaeuser's reasonable discretion, the rights to use the Weyerhaeuser Roads; provided that use of the Weyerhaeuser Roads by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to the Grantee in this Agreement. Grantee may grant to third parties including (without limitation) the Grantee Permittees, upon such terms Grantee may choose in Grantee's reasonable discretion, the rights to use the Grantee Roads; provided that use of the Grantee Roads by such third parties and the Weyerhaeuser Permittees shall not unreasonably interfere with the rights granted to the Weyerhaeuser in this Agreement.

6. **Road Maintenance.** The cost of road maintenance and resurfacing shall be allocated between the Parties on the basis of respective uses of the Roads. When any Party uses one or both Roads, that Party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Roads or portions thereof are solely used by one Party, such Party shall maintain all or portions of the Roads so used to the standards existing at the time use is commenced. During periods when more than one Party is using the Roads or portions thereof, the Parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to (a) the appointment of a maintainer, which may be one of the Parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the Roads or portions thereof being used; and (b) a method of payment by which each Party using the Roads or portions thereof, shall pay its pro rata share of the cost incurred by the maintainer in maintaining or resurfacing the Roads or portion thereof. For purposes of this Agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

7. **The Parties Responsibilities.** Each Party shall:

7.1 Take all reasonable precaution to prevent unauthorized persons from using the Roads;

7.2 Keep all existing gates, and any that may be installed on the Roads in the future, closed and locked; provided, however, that the Parties may, from time to time leave gates (if any) on the Roads open for reasonable extended periods during regular business hours in order to facilitate active timber harvest of the Parties;

7.3 Not drive with excessive speed upon the Roads;

7.4 Immediately report to each other any dangerous or defective condition with respect to any portion of the Roads;

7.5 Ensure that each Party and their Respective Permittees comply with all applicable local, state and federal laws, rules and regulations (collectively, "Applicable Laws") with respect to the use of the Roads;

7.6 Ensure that any exercise of rights under this Agreement by itself and its Respective Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the

other Party's Property (including but not limited to the Parties' respective Easements and Roads) by such Party or its Respective Permittees; and

7.7 Comply with all reasonable road rules, regulations and restrictions ("Road Rules") that each Party may, from time to time, promulgate in its sole and absolute discretion, including (without limitation) restrictions on weight, speed and use during adverse weather or fire conditions reasonably necessary to protect the Roads and adjacent timber, provided that the other Party is given a prior written notice of such Road Rules and such Road Rules do not materially impair the other Party's use of the Roads.

8. **Gate Keys and Combinations.** Each Party shall provide another with combination to any gate that must be opened to access the Roads by entering a combination. Should the locks to the gate require a key, each Party shall provide another with a key to such a gate. Each Party may change the gate combinations or key locks at any time, for any reason; provided, however, that prior to changing the combinations or keys each Party shall notify another of the new combination or the need to obtain a new key.

9. **Indemnity.** Each Party agrees to defend, indemnify, save, protect and hold harmless the other Party for, from and against all causes of action, litigation, cost, loss, liability, damage and expense (including attorneys' fees) for injury or death to persons, whomsoever, and damage to or loss of property, to whomsoever belonging, including (without limitation) the Parties' Respective Permittees, arising out of or in any way connected with the use of the Easements or Roads by such Party and its Respective Permittees; unless such causes of actions, litigation, cost, loss, liability, damage and expense results from the sole negligence of the other Party.

10. **Timber.** Each Party reserves to itself all timber now on or hereafter growing within the portion of the Easements located on their respective properties.

11. **Insurance.** The Parties shall maintain for themselves and their Respective Permittees, policies of insurance with companies maintaining an AM Best Rating of A-VII or better in the following minimum amounts:

Automobiles

Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence

Commercial General Liability

Bodily Injury	\$1,000,000 Each Occurrence- \$2,000,000 Aggregate
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Property Damage	\$1,000,000 Each Occurrence
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\$2,000,000 Aggregate  
Or Combined Single Limits      \$1,000,000 Each Occurrence

Minimum amounts of insurance shall be subject to such other limits as the Parties hereto may agree upon in writing from time to time. Commercial general liability insurance shall include coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); and automobile liability insurance covering owned, hired and non-owned vehicles (including, if applicable, the "pollution from autos endorsement," 150 Form No. CA 99 48). Each Party shall also maintain at all times State or private industrial accident insurance covering such Party and their Respective Permittees which shall fully comply with State and Federal employment and workers' compensation laws. Each Party shall deliver to another a certificate or certificates (as applicable) from their respective insurer or insurers stating that all applicable insurance required hereunder is in full force and effect, and that the insurer or insurers (as applicable) will give to another Party thirty (30) days written notice prior to any cancellation or modification of the applicable insurance together with evidence that all owned, non-owned vehicles to be used by a Party are covered by such insurance. The aggregate limits shall be specific to this Agreement. A one million dollar (\$1,000,000) Umbrella Policy may be used in lieu of per project aggregate. Upon the request of either Party, the road user shall deliver to the requesting Party certificates from the road user's insurance carrier evidencing the insurance coverage required under this Section. Prior to permitting its Respective Permittees to exercise any rights granted herein for commercial purposes, each Party agrees it will require its Respective Permittees to first obtain, and maintain at all times while operating under this Agreement, insurance coverage in the amounts not less than described above. Each Party further agrees it will require its Respective Permittees to have available upon request a certificate from the insurer evidencing that such coverage is in force. Neither Party shall allow the coverages set forth in this Section to be cancelled or modified without giving each Party at least ten (10) days' written notice prior to any cancellation or modification of such coverage.

12. **Assignment.** Each Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party.

13. **Title.** Neither Party warrants the title to the land traversed by the other Party pursuant to this Agreement; neither Party shall have liability of any kind or nature to the other in the event of failure of the title

14. **Land Uses and Practices.** Grantee recognizes that Weyerhaeuser's lands in the area are managed for commercial forestry including logging, slash burning, other fire control, silvicultural site preparation, forest roads, aerial and ground application of forest chemicals, and other silvicultural practices which often create noise, dust, visual impacts and other alterations of the forest environment. In conducting such operations Weyerhaeuser will comply with all laws and regulations applying in commercial forest areas. No additional restrictions shall be imposed on Weyerhaeuser's forest management operations because of proximity to any uses of Grantee's lands dependent on or facilitated by the rights of Grantee under this Agreement.

15. **Environmental Matters.** The Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easements, Roads, or the Parties' respective properties. For purposes of this

Agreement, the term "**Environmental Laws**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to Weyerhaeuser's Property and Grantee's Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "ESA"). For purposes of this Agreement, the term "**Hazardous Substance**" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, each Party shall save, protect, defend, indemnify, and hold harmless the other Party, its respective property and Respective Permittees, from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easements, Roads, the respective property or any other lands owned by such Party to the physical condition existing prior to undertaking any activity related to any Hazardous Substance to the extent arising out of or attributable to the indemnifying Party's use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violating Applicable Laws, including (without limitation) Environmental Laws. This indemnity shall survive the expiration or earlier termination of this Agreement.

16. **Road Damage and Improvements.** Each Party using any portion of the Roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to the Roads occasioned by it which is in excess of that which it would cause through normal and prudent usage of the Roads. Should inordinate damage to the Roads occur which is not caused by an authorized user of the Roads, the Parties hereto shall meet to agree upon the cost of replacement, the Party to undertake the replacement, and the shares of replacement cost to be borne by each user of the Roads. Unless the Parties hereto agree in writing to share the cost of improvement in advance of such improvements being made, such improvements shall be solely for the account of the improver. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Roads and appurtenant Roads facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement.

17. **Fire Suppression and Control.** Each Party warrants, represents and covenants that it shall:

17.1 Maintain as part of its operation in good and useable condition all the tools and equipment necessary to prevent and suppress fires as required by all Applicable Laws;

17.2 Dispose of all slashings and debris created by a Party on the Roads or their respective properties in a commercially reasonable manner;

17.3 Maintain the Roads free of inflammable debris; and

17.4 Upon discovery of fire in the vicinity of the Roads or a Party's operations, immediately notify appropriate governmental agencies, the other Party and the nearest official forest officer in charge of forest fire control.

18. **Independent Contractor.** It is agreed that neither Party hereto is the agent, servant, or employee of the other Party for any purpose whatsoever.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, whether by facsimile transmission, electronic .pdf version or otherwise, each of which shall be deemed to be an original

but all of which together shall constitute one and the same instrument.

20. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

21. **Force Majeure.** The Parties shall be free from any liability to one another for delays in delivery or failure to perform due to the failure, fault, or bankruptcy of a third party, acts of God, acts of default of any carrier, acts of any governmental authority, terrorism, suspension of any shipping facility, wars, riots, revolutions, strikes and other labor disputes, port congestion, fires, floods, perils of the sea, sabotage, nuclear incidents, earthquakes, storms, epidemics, or any other contingency of any similar nature beyond the control of either Party. The foregoing shall apply even though any of such causes exist as of the date of this Agreement or occurs after performance is delayed for other causes.

22. **Amendment; Successors and Assigns.** This Agreement may be modified or amended only by a written agreement signed by the Parties, or their applicable permitted successors or assigns. All terms, conditions, representations, and covenants of this Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. The rights of Grantee hereunder shall be appurtenant to and for the benefit of the Grantee's Benefited Property and any conveyance of the Grantee's Benefited Property shall include a conveyance of the Grantee's Easement, regardless of whether the Grantee's Easement is specifically identified in the instrument of conveyance. The rights of Weyerhaeuser hereunder shall be appurtenant to and for the benefit of the Weyerhaeuser's Benefited Property and any conveyance of the Weyerhaeuser's Property shall include a conveyance of Weyerhaeuser's Easement, regardless of whether Weyerhaeuser's Easement is specifically identified in the instrument of conveyance.

23. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations either of record or on the ground affecting the Weyerhaeuser Property. By this grant, Weyerhaeuser grants no greater rights than it is permitted to grant in view of such encumbrances.

24. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon any such determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Weyerhaeuser and Grantee take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

25. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition



herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

26. **Subordination.** Any mortgage or deed of trust affecting any portion of Weyerhaeuser's Easement or the Grantee's Easement shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

27. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

28. **Attorneys' Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "Prevailing Party" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

29. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding party will choose the arbitrator from that list. Each candidate must have at least 15 years of real estate law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the parties and judgment on any award may be enforced in any court having jurisdiction thereof. The arbitration shall be held in King County, Washington.

30. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), on the next business day following the date on which the notice was sent, or, or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may

change its address or facsimile number for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses and facsimile numbers for notices hereunder are as follows:

If to Weyerhaeuser:

Weyerhaeuser Company  
Weyerhaeuser Company  
Attn: Forest Land Use Manager  
P O Box 667  
Longview, WA 98632

With a copy to:

Weyerhaeuser Company  
Law Dept. HQ7  
220 Occidental Avenue South  
Seattle, WA 98104

If to Grantee:

Columbia Land Trust  
850 Officer's Row  
Vancouver, WA 98661  
Attn: Cherie Kearney

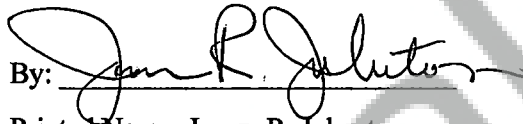
31. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court in the county in which the Weyerhaeuser Property is located.

[Signatures and notary acknowledgments appear on the following pages]

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

**WEYERHAEUSER COMPANY**

a Washington corporation

By: 

Printed Name: James R. Johnston

Title: Vice President





IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

**GRANTEE/GRANTOR:**

COLUMBIA LAND TRUST,

a non-profit Washington corporation

By: Stephen F. Cook

Name: Stephen F. Cook

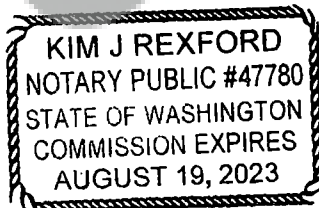
Title: General Counsel

STATE OF Washington )

COUNTY OF CLALLAM )

On this 19 day of March, 2020, before me personally appeared Stephen F. Cook to me known to be the General Counsel, of Columbia Land Trust the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

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



X  
Notary Public in and for the State of WA.

My appointment expires: 8-19-23

**EXHIBIT A-1**

**Weyerhaeuser's Burdened Property**

**Burdened Property Legal Description:**

Township 2 North, Range 5 East Willamette Meridian, Skamania County, Washington

**SECTION 4**

Portions of the: SW1/4 SW1/4, SE1/4 SW1/4,

**SECTION 5**

Portions of the: S1/2 SW1/4, NE 1/4 SW 1/4, SE 1/4 NW 1/4, SE1/4, SW 1/4 NE 1/4.

**SECTION 6**

Portion of the: SW1/4 SE1/4 and SE1/4 SE 1/4

**SECTION 7**

Portions of the: NE1/4 NE1/4

**EXCEPTING THEREFROM:** The East one-half of the Southeast one-quarter (E.1/2 SE.1/4), the South one-half of the Northeast one-quarter (S.1/2 NE.1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S.1/2 NE.1/4 NE.1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

**ALSO EXCEPTING THEREFROM:** A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

**COMMENCING** at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S.1/2 NE.1/4 NE.1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North 01°07'54" East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

**SECTION 9**

Portions of the: N1/2 of the N1/2, SE1/4 SE1/4, SW1/4 SW1/4, SW 1/4 NW 1/4, NE 1/4 SE 1/4

**SECTION 10**

T2018-135 – WY to CLT

Portions of the: NW1/4 NW1/4, SW1/4 NW1/4, SE1/4 NW1/4, NW1/4 SW1/4

SECTION 8: Portions of the: North half of Section 8 lying North of the following:

**COMMENCING** at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of 52°18'47", for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South 62°26'42" West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South 70°34'26" West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South 01°07'54" West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**; containing 67.15 acres, more or less.

## EXHIBIT A-2

### Weyerhaeuser's Benefitted Property Benefitted Property Legal Description

Township 2 North, Range 5 East:

Section 3: All

Section 4: All

Section 5: All

Section 6: All

Section 7:

The East one-half of the Southeast one-quarter (E.1/2 SE.1/4), the South one-half of the Northeast one-quarter (S.1/2 NE.1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S.1/2 NE.1/4 NE.1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

**EXCEPTING THEREFROM;** A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

**COMMENCING** at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South 01°07'54" West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S.1/2 NE.1/4 NE.1/4), as shown on said survey; thence, North 89°03'48" West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 18°44'15" West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South 13°37'33" East for a distance of 473.67 feet; thence, continuing along said center-line, South 28°43'00" East for a distance of 197.29 feet; thence, continuing along said center-line, South 60°20'31" East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North 01°07'54" East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

SECTION 9

N1/2 of the N1/2, NE1/4 SE1/4, SE1/4 SE1/4, SW1/4 NW1/4

SECTION 10

NW1/4 NW1/4, SW1/4 NW1/4, SE1/4 NW1/4, NW1/4 SW1/4

SECTION 8

**EXCEPTING THEREFROM:**



**COMMENCING** at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of 52°18'47", for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South 62°26'42" West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South 70°34'26" West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South 01°07'54" West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**; containing 67.15 acres, more or less.

## EXHIBIT B-1

### Grantee's Benefitted Property

#### Benefitted Property Legal Description:

##### **PARCEL NO. 1**

###### **SECTION 7**

The East one-half of the Southeast one-quarter (E.1/2 SE.1/4), the South one-half of the Northeast one-quarter (S.1/2 NE.1/4) and the South one-half of the Northeast one-quarter of the Northeast one-quarter (S.1/2 NE.1/4 NE.1/4), of Section Seven (7), Township Two (2) North, Range Five (5) East of the Willamette Meridian: as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington.

**EXCEPTING THEREFROM;** A parcel of land lying Easterly of the center-line of a creek, said parcel being more particularly described as follows, to-wit:

**COMMENCING** at the Northeast corner of Section Seven (7), Township Two (2) North, Range Five (5) East, as shown on said survey; thence, South  $01^{\circ}07'54''$  West, along the East line of said Section 7, for a distance of 653.91 feet to the Northeast corner of the South one-half of the Northeast quarter of the Northeast quarter (S.1/2 NE.1/4 NE.1/4), as shown on said survey; thence, North  $89^{\circ}03'48''$  West, along the North line of said South one-half, for a distance of 195.83 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South  $18^{\circ}44'15''$  West, along the center-line of said creek, for a distance of 438.47 feet; thence, continuing along said center-line, South  $13^{\circ}37'33''$  East for a distance of 473.67 feet; thence, continuing along said center-line, South  $28^{\circ}43'00''$  East for a distance of 197.29 feet; thence, continuing along said center-line, South  $60^{\circ}20'31''$  East for a distance of 124.75 feet to the East line of said Section 7, as shown on said survey; thence, North  $01^{\circ}07'54''$  East, along said East line, for a distance of 1,107.33 feet to the **TRUE POINT OF BEGINNING**;

##### **PARCEL NO. 2**

###### **SECTION 8**

All of Section Eight (8), Township Two (2) North, Range Five (5) East of the Willamette Meridian, lying Southerly of the following described line, to-wit:

**COMMENCING** at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South  $01^{\circ}07'54''$  West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South  $79^{\circ}24'59''$  East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South  $65^{\circ}17'54''$  East for a distance of 196.66 feet; thence, continuing along said center-line, South  $36^{\circ}07'49''$  East for a distance of 107.69 feet; thence, continuing along said center-line, North  $87^{\circ}15'23''$  East for a distance of 250.12 feet; thence, continuing along said center-line, North  $68^{\circ}16'35''$  East for a distance of 180.31 feet; thence, continuing along said center-line, South  $56^{\circ}11'02''$  East for a distance of 453.42 feet; thence, leaving said creek, North  $60^{\circ}52'33''$  East for a distance of 689.00 feet; thence, South  $40^{\circ}27'49''$  East for a distance of 1,081.76 feet to the center-line

of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, continuing along said center-line, North 88°24'23" East for a distance of 308.97 feet; thence, continuing along said center-line, North 44°14'20" East for a distance of 531.93 feet; thence, continuing along said center-line, North 46°11'04" East for a distance of 498.61 feet; thence, continuing along said center-line, North 71°42'22" East for a distance of 138.01 feet to the East line of said Section 8, as shown on said survey, being the **TERMINUS** of this line, from which the Northeast corner of Section 8, bears North 00°55'56" East a distance of 1,113.49 feet;

### **PARCEL NO. 3**

#### **SECTION 17**

All of Section Seventeen (17), Township Two (2) North, Range Five (5) East of the Willamette Meridian. EXCEPTING THEREFROM that portion conveyed to Gary Talboy in Book 136, Page 837 which lies South of the North Fork of the Washougal River, in the Southeast Quarter of the Southwest Quarter of said Section 17.

### **PARCEL NO. 4**

#### **SECTION 20**

The Northwest One-quarter of the Northwest One-quarter (NW.1/4 NW.1/4) of Section Twenty (20), Township Two (2) North, Range Five (5) East of the Willamette Meridian.

### **PARCEL NO. 5**

#### **SECTION 8**

Sections 8, Township Two (2) North, Range Five (5) East of the Willamette Meridian, as situated within Skamania County, Washington, said parcel being more particularly described as follows, to-wit:

**COMMENCING** at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line,

North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 147.83 feet, through a central angle of 52°18'47", for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South 62°26'42" West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South 70°34'26" West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South 01°07'54" West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**; containing 67.15 acres, more or less.



## EXHIBIT B-2

### Grantee's Burdened Property

#### **Burdened Property Legal Description:**

Township 2 North, Range 5 East, W.M.:

Section 8: A portion of the E 1/2 lying South of the following:

**COMMENCING** at the Northwest corner of Section Eight (8), Township Two (2) North, Range Five (5) East, as shown on that particular survey recorded under Auditors File No. 2017000989 in the records of Skamania County, Washington; thence, South 01°07'54" West, along the West line of said Section 8, for a distance of 1,761.24 feet to the center of a creek, as shown on said survey, being the **TRUE POINT OF BEGINNING**; thence, South 79°24'59" East, along said creek center-line, for a distance of 701.69 feet; thence, continuing along said center-line, South 65°17'54" East for a distance of 196.66 feet; thence, continuing along said center-line, South 36°07'49" East for a distance of 107.69 feet; thence, continuing along said center-line, North 87°15'23" East for a distance of 250.12 feet; thence, continuing along said center-line, North 68°16'35" East for a distance of 180.31 feet; thence, continuing along said center-line, South 56°11'02" East for a distance of 453.42 feet; thence, leaving said creek, North 60°52'33" East for a distance of 689.00 feet; thence, South 40°27'49" East for a distance of 1,081.76 feet to the center-line of a creek; thence, North 84°13'26" East, along said creek center-line for a distance of 62.17 feet; thence, continuing along said center-line, North 34°53'21" East for a distance of 291.97 feet; thence, continuing along said center-line, North 81°49'05" East for a distance of 196.55 feet; thence, continuing along said center-line, North 44°54'10" East for a distance of 529.52 feet; thence, continuing along said center-line, North 50°53'24" East for a distance of 302.97 feet; thence, leaving said creek center-line, North 73°15'14" West for a distance of 2086.06 feet to a point that is 30 feet from the center-line of an existing logging road and the beginning of a curve to the right, from which the radius point bears North 83°18'29" West a distance of 78.01 feet; thence, along said 30 foot offset and curve right, having a radius of 78.01 feet, through a central angle of 104°51'04", for an arc length of 142.76 feet; thence, continuing along said offset line, North 68°27'25" West for a distance of 231.22 feet to the beginning of a curve to the right; thence, along said curve right, having a radius of 126.19 feet, through a central angle of 75°16'50", for an arc length of 165.79 feet; thence, North 06°49'25" East for a distance of 34.49 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 28.85 feet, through a central angle of 117°42'59", for an arc length of 59.27 feet; thence, South 69°06'26" West for a distance of 393.77 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 65.63 feet, through a central angle of 101°23'43", for an arc length of 116.14 feet; thence, North 09°29'51" West for a distance of 27.84 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 100.83 feet, through a central angle of 124°17'39", for an arc length of 218.74 feet; thence, South 46°12'30" West for a distance of 147.22 feet to the beginning of a curve to the right; thence, along said 30 foot offset and curve right, having a radius of 177.42 feet, through a central angle of 45°08'31", for an arc length of 139.79 feet; thence, North 88°38'59" West for a distance of 407.15 feet to the beginning of a curve to the left; thence, along said 30 foot offset and curve left, having a radius of 54.97 feet, through a central angle of 81°13'06", for an arc length of 77.92 feet; thence, South 10°07'55" West for a distance of 120.88 feet to the beginning of a curve to the right; thence, along said 30

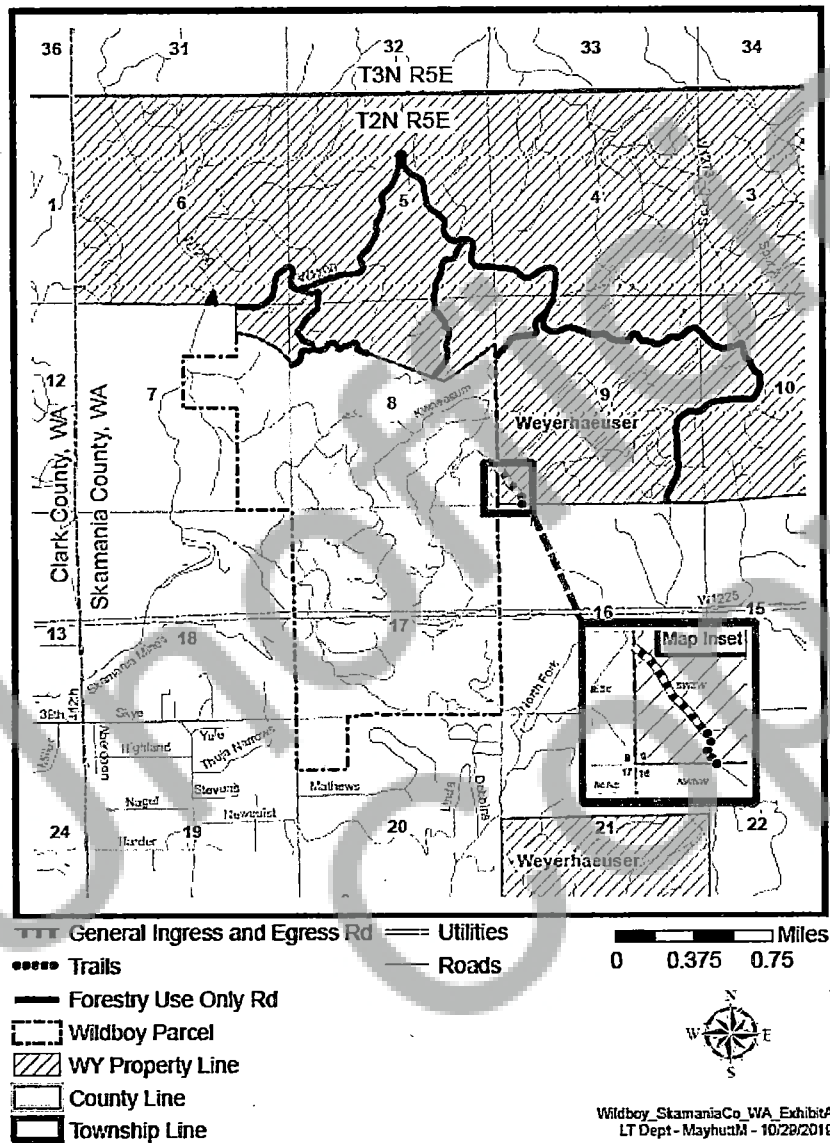
foot offset and curve right, having a radius of 147.83 feet, through a central angle of  $52^{\circ}18'47''$ , for an arc length of 134.97 feet; thence, continuing along said 30 foot offset line, South  $62^{\circ}26'42''$  West for a distance of 126.03 feet; thence, continuing along said 30 foot offset line, South  $70^{\circ}34'26''$  West for a distance of 95.59 feet to the West line of said Section 8, as shown on said survey; thence, South  $01^{\circ}07'54''$  West, along said West line, for a distance of 192.68 feet to the **TRUE POINT OF BEGINNING**; containing 67.15 acres, more or less.

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## EXHIBIT C

### Grantee's Easement and Weyerhaeuser's Roads

Map of the Easement area the Roads



## EXHIBIT D

### Weyerhaeuser's Easement and Grantee's Roads

#### Map of the Easement area the Roads

