

FILED FOR RECORD AT THE REQUEST OF:

WEYERHAEUSER COMPANY
220 Occidental Avenue South
Seattle, WA 98104
Attn: Land Title
File No. T2018-135

Skamania County, WA
Total: \$120.50
EASE
Pgs=18

2020-000714

03/26/2020 04:09 PM

Request of: COLUMBIA GORGE TITLE



Cy See exlus 34429

DOCUMENT TITLE(S): 1. CABLE ANCHOR EASEMENT AGREEMENT
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A Additional reference numbers are on page <u>N/A</u> of document.
GRANTOR 1. COLUMBIA LAND TRUST, a non-profit Washington corporation Additional names on page <u>N/A</u> of document.
GRANTEE 1. WEYERHAEUSER COMPANY, a Washington corporation Additional names on page <u>N/A</u> of document.
LEGAL DESCRIPTION: (abbreviated e.g. lot, block, plat, section, township, and range) Ptn the NE 1/4 of Sec. 7, and a portion of the S 1/2 of the N 1/2 and the NE 1/4 SE 1/4 of Sec 8, T 2 N, R 5 E, W.M. Full legal description is on pages _____ of document.
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S) 02-05-00-0-0-0900-00; 02-05-0-0-0-0-0900-06
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

CABLE ANCHOR EASEMENT AGREEMENT

THIS CABLE ANCHOR EASEMENT AGREEMENT (the "Agreement"), dated this _____ day of March, 2020, is by and between COLUMBIA LAND TRUST, a non-profit Washington corporation ("**Land Trust**") and WEYERHAEUSER COMPANY, a Washington corporation, and its successors and assigns ("**Weyerhaeuser**").

RECITALS

- A. Land Trust owns certain real property located in Skamania County, Washington, which is legally described on **Exhibit "A"** attached hereto and incorporated herein (the "**Land Trust Estate**").
- B. Weyerhaeuser owns certain real property located adjacent to the Land Trust Estate in Skamania County, Washington which is legally described on **Exhibit "B"** attached hereto and incorporated herein (the "**Weyerhaeuser Estate**").
- C. Weyerhaeuser requires access to roads and certain portions of the Land Trust Estate to place cable anchors on the Land Trust Estate to facilitate harvesting of trees by Weyerhaeuser on the Weyerhaeuser Estate.
- D. The parties are willing to grant, declare and convey to the other party this non-exclusive easement as is more specifically described below subject to the terms and conditions hereof.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Land Trust and Weyerhaeuser agree as follows:

1. Description of Easement Area.

(a) Weyerhaeuser requires access to portions of the Land Trust Estate to facilitate Weyerhaeuser's harvest of timber from the Weyerhaeuser Estate. The area over which the easement is granted is described as follows a portion of the NE 1/4 NE 1/4; SE 1/4 NE 1/4 of Section 7, and portions of the SE 1/4 NW 1/4; SW 1/4 NE 1/4; SE 1/4 NE 1/4; NE 1/4 SE 1/4; NE 1/4 NE 1/4 of Section 8, Township 2 North, Range 5 East, W.M. and generally depicted on the attached **Exhibit "C"** (the "**Weyerhaeuser Easement Area**" or sometimes herein, the "**Easement Area**").

2. Grant of Easement. Subject to all of the terms and conditions described herein, Land Trust does hereby grant to Weyerhaeuser: (i) a permanent non-exclusive access easement over the Land Trust Estate for ingress, egress, in common with Land Trust, and their successors and assigns over, upon, along and across existing roads (the “**Land Trust Roads**”) located across and within the Land Trust Estate to access the Weyerhaeuser Easement Area (“**Weyerhaeuser Access Easement**”), and (ii) a permanent, non-exclusive, easement and right-of-way over the Weyerhaeuser Easement Area for the purpose of using trees, stumps or mobile equipment to serve as an anchor point for cable lines (the “**Weyerhaeuser Cable Anchor Easement**”, and together with the Weyerhaeuser Access Easement, the “**Weyerhaeuser Easements**”). The above grant and conveyance are subject to all matters of public record as of the date of recording of this Agreement. Land Trust and Weyerhaeuser agree that the rights granted herein shall be subject to the terms, provisions, and conditions set forth herein applicable to Land Trust, Weyerhaeuser and their respective successors and assigns.

3. Purpose. The Weyerhaeuser Access Easement is granted for the purpose of Weyerhaeuser’s ingress and egress to access the Weyerhaeuser Cable Anchor Easement, and for forest management activities related to cable anchoring, and for maintaining the Roads for use with forest management activities related to cable anchoring. The Weyerhaeuser Cable Anchor Easement is for the purpose of using trees, stumps or mobile equipment on the other party’s property to serve as an anchor point for cable lines to harvest trees located and owned by the party exercising its rights.

4. Reserved Rights. Land Trust, for itself and its successors and assigns, reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, within the Weyerhaeuser Easement Area and to use the Land Trust Roads in any manner and for any purpose that will not unreasonably interfere with the rights granted hereunder.

5. Third Parties. The Weyerhaeuser Easements granted to Weyerhaeuser are non-exclusive, and Land Trust may, in its sole discretion, grant to third parties the right to utilize the Weyerhaeuser Easement Area or Land Trust Roads for any purpose or purposes reserved to Land Trust upon such terms as it chooses; provided, that use by such third party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted hereunder. Nothing herein contained shall be deemed a gift or dedication of any portion of the Weyerhaeuser Easement Area or the Land Trust Roads to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges, or immunities hereunder shall inure to the benefit of any third party, nor shall any third party be deemed to be a beneficiary of any of the provisions contained herein.

6. Maintenance.

(a) For purposes of this Agreement, “maintenance” is defined as the work normally necessary to preserve and keep the Roads and appurtenant road facilities (such as bridges, culverts, gates, ditches and brushing) as nearly as possible in their present condition or as hereafter

improved, and shall include repairs, reconstruction, and resurfacing (except for repairs, reconstruction or resurfacing described in Paragraph 7 hereof) and noxious weed control. The cost of maintenance shall be allocated on the basis of respective uses of the Roads. When any party uses the Roads, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance occasioned by such use as hereinafter provided. During periods when the Roads, or a portion thereof, are being used solely by one party, such party shall maintain that portion of the Roads so used to the standards existing at the time use is commenced, and shall follow all applicable laws, rules and regulations and Best Management Practices of the State of Washington available from the Washington Department of Natural Resources, Forest Practices Division, as the same may be amended from time to time (hereinafter, "BMPs") and the Sustainable Forestry Initiative 2015-2019 Standard (or any successor standard then in effect) as set forth by SFI, Inc. (hereinafter, "SFIs").

(b) During periods when more than one party is using the Roads, or a portion thereof, each party's share of maintenance shall be pro rata in proportion to its intensity of use thereof. If necessary, and at the request of either party, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

(i) 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 of the Roads or the portion thereof being used; and

(ii) A method of payment by which each party using the Roads, or a portion thereof shall pay its pro rata share of the cost incurred by said maintainer in maintaining, the Roads or portion thereof.

(c) Abandonment. Land Trust may abandon Land Trust Roads in its discretion.

7. Improvement. For the purposes of this Agreement, "improvement" is defined as the work necessary to surface, resurface, widen, recondition or replace the Roads and appurtenant Road facilities (such as bridges, culverts, gates, ditches and brushing) to a higher or greater standard than that prevailing on the date of this Agreement. Any improvement shall be at the sole cost and expense of the improving party. When any existing or planned use of lands accessed by the Roads described herein will result in use of the Roads in excess of its current design elements, design standards, and/or road maintenance standards, the party responsible for such existing or planned use shall likewise be responsible for any additional costs that are necessary to meet design elements, design standards, and/or road maintenance standards that can accommodate such existing or planned use (as well as other existing uses).

8. Notification prior to Cable Anchor Operations, Maintenance or Improvements. Weyerhaeuser exercising its easement rights shall provide to the Land Trust written notification not less than ten (10) business days prior to commencing any cable anchor operations, maintenance or improvement activities within the Easements. Written notification shall include the following:

- (a) The party's name, contact individual, address and phone number;
- (b) A legal description and map showing the location of proposed activities;
- (c) Name, company name, address and phone number of individual and/or company performing operations, logging, maintenance or improvement activities; and
- (d) Description of the scope of any such operations, logging, maintenance or improvement activities.

Weyerhaeuser shall also provide to the Land Trust written notification within five (5) business days of completion of any operations, logging, maintenance or improvement activities (the "Completion Notice"). Within thirty days of receipt of the Completion Notice, the Land Trust's representative and Weyerhaeuser's representative shall inspect the Easement Area for damage to timber and riparian areas. In the event of damage, Section 11 shall control.

9. Structures and Gates. Weyerhaeuser may not construct any structures, including, without limitation, gates or fences, along or across the Land Trust Estate's without the prior written permission of Land Trust, which permission shall not be unreasonably withheld. Both parties acknowledge and agree that access granted hereunder may be through a locked gate and such other measures reasonably necessary to prevent unauthorized vehicle access. The party constructing any locked gate shall ensure that the other party has a key or access code to the gate. Both parties agree that such gate will be closed and locked at all times except when authorized use of the Roads by Land Trust, Land Trust permittees, Weyerhaeuser or the Weyerhaeuser Permittees requires that it be open. The party constructing any locked gate shall ensure that the other party has a key or access code to the gate. The parties hereto shall use their reasonable efforts to prevent unauthorized vehicle traffic behind such gate.

10. Road Damage. 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 on the cost and method of replacement or repair, and the shares of repair or replacement cost to be borne by each user of the Roads.

11. Damages. In the event that Weyerhaeuser damages trees on the Land Trust Estate to the extent that the tree dies, Weyerhaeuser shall pay Land Trust for the current stumpage value of the dead tree. Additionally, Weyerhaeuser shall replant with seedlings any dead or damaged timber caused by Weyerhaeuser's action on the Land Trust Estate. In the event any riparian area is damaged by Weyerhaeuser's actions, Weyerhaeuser shall re-seed or replant that area. No party is entitled to treble, actual, punitive, consequential or incidental damages.

12. Condition and Use of Easement. The Land Trust makes no warranties as to the current state of the easement areas or the Roads, or likely future condition of the Easement Areas or Roads. The parties acknowledge that the Easement Area and the Roads will be used for a wide range of activities, including but not limited to, the use of heavy vehicles and for cable anchoring activities. All parties using any portions of the Easement Area or Roads do so at their own risk, and nothing in this Agreement shall be construed to impose any liability for injuries to persons or property against the servient estate owner by reason of neglect or failure to maintain the Easement Areas or the Roads located thereon. Each Party shall comply with all governmental laws, ordinances, rules and regulations, BMPs and SFI applicable to the construction, reconstruction, maintenance, repair, improvement, or use of the Easement Area and the Roads.

13. Right-of-Way Timber. Land Trust reserves to itself and its successor and assigns all timber now on or hereafter growing within the Weyerhaeuser Easement Area, which Land Trust may harvest and remove at any time. Upon prior written notice to Land Trust, Weyerhaeuser shall have the right to cut timber within the Weyerhaeuser Easement Area to the extent necessary for maintaining or improving the Roads and performing its cable anchor activities. Unless otherwise agreed to, timber so cut shall be cut into logs of lengths specified by Land Trust and decked along the Land Trust Roads for disposal or removal by Land Trust.

14. Assumption of Risk. Weyerhaeuser acknowledges that it has inspected the Weyerhaeuser Easement Area and the Land Trust Roads, knows the condition thereof and is entering into this Easement with full knowledge of the state and condition of the Weyerhaeuser Easement Area and Land Trust Roads, and accepts the Weyerhaeuser Easement Area and the Land Trust Roads "AS IS." Land Trust makes no warranty or representation as to the present or future conditions of the Weyerhaeuser Easement Area, or the character of the traffic on any of the Land Trust Roads, and Weyerhaeuser, on behalf of itself, its employees, subcontractors, agents, invitees, licensees or other third parties performing services for Weyerhaeuser in conjunction with this Easement (the "**Weyerhaeuser Permittees**"), expressly assumes all risks associated with all activity which takes place on or off the Weyerhaeuser Easement Area and the Land Trust Roads, including, but not limited to, the use of primitive unsigned roads or trails and unstable soil conditions. Weyerhaeuser understands and agrees that Land Trust would not have entered into this Easement without an express assumption of all risks by Weyerhaeuser.

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

16. Liens. Weyerhaeuser shall keep the Weyerhaeuser Easement Area and the Land Trust Estate free from liens arising in any manner out of the activities of Weyerhaeuser and shall promptly discharge any such liens that are asserted.

17. Fire Protection and Suppression. Each party shall comply with all laws and regulations pertaining to fire protection and suppression and slash and debris, and take commercially reasonable precautions to prevent fires from igniting on the Easement Area or spreading onto the other party's real property. In case of fire, each party shall immediately notify the other party and appropriate government agencies, and shall take commercially reasonable efforts to suppress or contain the fire.

18. Taxes. Weyerhaeuser shall be responsible for taxes and/or assessments that may become chargeable against this Easement, if separately assessed by statute.

19. Rights and Obligations. The rights and obligations hereunder shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The Easements are easements appurtenant to the Weyerhaeuser Estate and to the Land Trust Estate, shall run with the land, and may not be transferred separately from, or severed from, title to the Weyerhaeuser Estate and the Land Trust Estate.

20. Conditions and Requirements.

(a) Weyerhaeuser and Weyerhaeuser Permittees who enter upon the Land Trust Estate, shall provide notice to the Land Trust or the Land Trust's property manager prior to entering.

(b) Weyerhaeuser shall maintain for themselves and the Weyerhaeuser 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
---------------	-------------------------------------------------------

Property Damage	\$1,000,000 Each Occurrence \$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). Weyerhaeuser shall also maintain at all times State or private industrial accident insurance covering such party and the Weyerhaeuser Permittees which shall fully comply with State and Federal employment and workers' compensation laws. Weyerhaeuser shall deliver to another a certificate or certificates (as applicable) from its 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 the Weyerhaeuser Permittees to exercise any rights granted herein for commercial purposes, Weyerhaeuser agrees it will require the Weyerhaeuser Permittees to first obtain, and maintain at all times while operating under this Agreement, insurance coverage in the amounts not less than described above. Weyerhaeuser further agrees it will require the Weyerhaeuser 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.

(c) Weyerhaeuser shall conduct its activities and operations on the Land Trust's property as set forth in this Easement.

(d) Weyerhaeuser shall take commercially reasonable measures necessary to minimize the amount of damage done to the Land Trust's property.

(e) Weyerhaeuser shall not dispose of or otherwise release any hazardous waste or material or containers containing any hazardous waste or materials in, on or under the Land Trust's property. Weyerhaeuser shall regularly inspect all equipment used by Weyerhaeuser in the Easement Area property for hydraulic and fuel leaks, shall report any leaks, spills and overflows to other party, and will immediately clean up any leaks, spills and overflows pursuant to applicable laws.

(f) Upon completion of activities under this Easement, Weyerhaeuser shall remove all of its equipment and all materials, tools, and rubbish which have accumulated, and leave the Easement Area in a clean and satisfactory condition.

21. Invalidity. In the event any portion of this Agreement should be held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement is thereby defeated.

22. Costs and Attorneys' Fees. If any party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not an arbitration or legal proceeding is commenced, the substantially prevailing party or parties shall be entitled to recover from the other reasonable attorneys' fees and other costs incurred, regardless of whether at trial, on appeal, in any bankruptcy proceeding, in an arbitration or without resort to suit. Attorneys' fees covered by this paragraph include, without limitation, fees incurred without resort to suit, at trial, in an arbitration proceeding, in bankruptcy proceedings to modify or vacate any automatic stay of such legal action or proceeding, in appeals, and in post-judgment collection services. Costs covered by this paragraph include, without limitation, the costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, and title insurance premiums.

23. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Washington.

24. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed properly given on a date that is, (i) personally delivered, (ii) overnight courier service, (iii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iv) dispatched by electronic mail (email) transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy sent by overnight courier service no later than the day after transmission) to the parties' addresses set forth below. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail; or if sent via email, the date upon which such email was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

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

With a Copy to: Weyerhaeuser Company
Attn: Senior Legal Counsel
220 Occidental Avenue South
Seattle, WA 98104

If to Land Trust: Columbia Land Trust
Attention: Forestry Director
850 Officer's Row
Vancouver, WA 98661

With a copy to: Columbia Land Trust
Attention: General Counsel
850 Officer's Row
Vancouver, WA 98661

Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed by an officer thereunto duly authorized, all as of the date first written above.

LAND TRUST

COLUMBIA LAND TRUST,
a non-profit Washington corporation

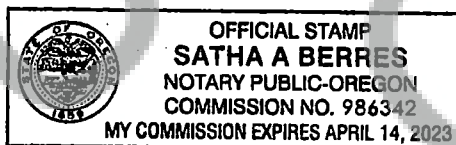
By: [Signature]
Name: Glenn Lamb
Title: Executive Director

ACKNOWLEDGMENT

STATE OF Oregon)
)ss
COUNTY OF Multnomah)

On this 20th day of March, 2020, before me personally appeared Glenn Lamb, to me known to be the persons that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said persons for the uses and purposes therein mentioned.

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



[Signature]
Notary Public in and for the
State of Oregon
Residing at Portland, OR
My Commission Expires: April 14, 2023
Printed Name: Satha A. Berres

WEYERHAEUSER

**WEYERHAEUSER COMPANY,
a Washington corporation**

By: James R. Johnston
Name: James R. Johnston
Title: Vice President



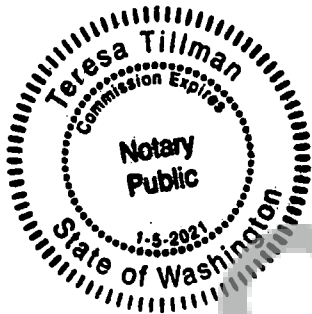
Unofficial Copy

ACKNOWLEDGMENT

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 22nd day of March, 2020, I certify that I know or have satisfactory evidence that James R. Johnston is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Vice President of Weyerhaeuser Company, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Teresa Tillman
Notary Public in and for the
State of Washington
Residing in King County
My Commission Expires: January 05, 2021
Printed Name: Teresa Tillman

Exhibit A
Legal Description of the Land Trust Estate

Portion of the NE 1/4 NE 1/4 and SE 1/4 NE 1/4 of Section 7, Township 2 North, Range 5 East, W.M., and portions of the South 1/2 of the North 1/2; a portion of the SE 1/4 SE 1/4 NE 1/4 and the East half of the NE 1/4 SE 1/4 of Section 8, Township 2 North, Range 5 East, W.M.

All situated in the County of Skamania, State of Washington.

Unofficial
Copy

Exhibit B
Legal Description of the Weyerhaeuser Estate

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

Section 7: the NE 1/4 NE 1/4 and a portion of the SE 1/4 NE 1/4 lying North of the following:

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 8: That portion 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 Auditor's 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, 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;

TOGETHER WITH that portion of Section 8, Township 2 North, Range 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 Auditor's 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 2,086.06 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 $10^{\circ}07'55''$ 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**

Section 9: All

Unofficial
Copy

Exhibit C **Depiction of the Weyerhaeuser Easement Area**

