



When recorded return to:
Small Forest Landowner Office
Forest Practices Division
Washington State Department of Natural Resources
PO Box 47012
Olympia, WA 98504-7012

Skamania County
Real Estate Excise Tax
38030
NOV 13 2025

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Skamania County Treasurer
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STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DAVE UPTHEGROVE, Commissioner of Public Lands

DEED FOR RESTRICTIVE FORESTRY RIPARIAN EASEMENT

Grantor(s): DAVID GRANVILLE LILLEGARD AND MARK DANIEL LILLEGARD, AS
TENANTS IN COMMON

Grantee(s): State of Washington, acting by and through the Department of Natural Resources

Abbreviated

Legal Desc.: PORTION OF SECTION 36 TOWNSHIP 3 NORTH RANGE 7 EAST
WILLAMETTE MERIDIAN

Tax Parcel #: 03-07-36-1-0-0900-00 and 03-07-36-1-0-0900-06 *BMV*

Conservation

Easement No.: 58-106796

THIS DEED FOR A RESTRICTIVE FORESTRY RIPARIAN EASEMENT ("Easement") is made on this 3rd day of November, 2025 by DAVID GRANVILLE LILLEGARD AND MARK DANIEL LILLEGARD, AS TENANTS IN COMMON, hereinafter called the "Grantor", having an address at P.O. Box 511, Stevenson, WA 98648, to and in favor of the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereinafter called the "Grantee".

SECTION 1 RECITALS AND PURPOSE

1.1 This Easement is intended to implement the goals of the Forest Practices Salmon Recovery Act, ESHB 2091, Sections 501 through 504, chapter 4, Laws of 1999 ("Salmon Recovery Act"). The goals of this legislation include avoiding the further erosion of the small forest landowners'

economic viability and willingness or ability to keep the lands in forestry use, which would reduce the amount of habitat available for salmon recovery and conservation of other aquatic resources, through the establishment of a forestry riparian easement program to acquire easements from qualifying small forest landowners along riparian and other areas of value to the state for protection of aquatic resources.

1.2 This Easement is intended to protect all Qualifying Timber and the Riparian Functions associated with the Qualifying Timber located on the Easement Premises by restricting the Grantor's or its representatives, agents, or assign's cutting, trimming, burning, harming, or removing standing or down Qualifying Timber while preserving all lawful uses of the Easement Premises by Grantor consistent with the terms of the Easement and the requirement to protect Riparian Functions during the term of the Easement, and to provide Grantee with the ability to enforce the terms thereof. To ensure compliance with this Easement, the Grantor shall give the State access to the Easement Premises at reasonable times to inspect.

1.3 The Grantor is the owner in fee simple of the real property described in **Exhibit A**, including the trees thereon, located in Skamania County, Washington (the "Property"). The Easement Premises and Qualifying Timber are located as described in **Exhibit B** (the "Easement Premises"). Encumbrances on the Easement Premises, if any, are also set forth in **Exhibit B**. All Exhibits referenced herein and attachments thereto are incorporated into this Easement as part of this Easement. Additionally, Grantor has agreed to a description of the baseline (i.e., existing) conditions of the Easement Premises at the creation of this Easement and has signed a document depicting these conditions in narrative, photographic, map, and other forms. This document is titled, Forestry Riparian Easement Program Conservation Easement Baseline Document for Easement 58-106796 and is on file in the Title and Records Office under File No. 58-106796. A copy of the Baseline Document is incorporated by reference into this Easement.

1.4 Grantor certifies that it is a "Qualifying Small Forest Landowner" and acknowledges that it wishes to sell or donate this Forestry Riparian Easement to the State (Grantee) by executing this Easement.

1.5 Under the Easement, the Grantor, not the State, retains possession and control of the Easement Premises and remains responsible for its reasonable management.

SECTION 2 GRANT AND CONSIDERATION

2.1 In consideration of the mutual covenants contained herein, including without limitation the monetary consideration set forth in Subsection 2.2 below, the Grantor does hereby voluntarily grant to the Grantee a Forestry Riparian Easement ("Easement") over and upon the Easement Premises, under the Salmon Recovery Act. As described more completely elsewhere in this Easement, this Easement creates a restrictive easement, which restricts Grantor's harm or removal of Qualifying Timber, preserves Grantor's lawful uses that are consistent with the terms of the Easement and the protection of Riparian Function, and allows the State to enter the Easement Premises to inspect for compliance. The Easement shall remain in full force and effect

from the date hereof until it expires on **September 17, 2063** (Forty years from date of Grantor's completed Forestry Riparian Easement application.)

2.2 In consideration of this Easement, Grantee shall pay to Grantor, or its assignee, Compensation in the sum of ONE HUNDRED FOUR THOUSAND THREE HUNDRED FIFTENN AND 34/100 dollars (**\$104,315.34**) as provided and defined in the associated Agreement for Purchase of Forestry Riparian Easement.

SECTION 3 DEFINITIONS

Definitions in the forest practices rules, RCW 76.09, or RCW 76.13, in existence at the time of the execution of this Easement, apply to *undefined* terms in this Easement. Specifically defined terms include the following:

"Easement Premises" means the geographic area designated in a forestry riparian easement including areas in which qualifying timber is located. For this Easement, see **Exhibit B**.

"Hazardous Substances" includes, but is not limited to, hazardous substances as defined in RCW 70.102.010 and 70.105D.020, and solid waste as defined in RCW 70.95.030.

"Qualifying Small Forest Landowner" means an owner of forest land with qualifying timber meeting all of the criteria in (a)(i) through (iv) below as of the date the department receives a forest practices application associated with a proposed forestry riparian easement, and the date the department offers compensation for the easement.

(a) A qualifying small forest landowner:

- (i) Is an individual, partnership, corporation, or other nongovernmental for-profit legal entity. If a landowner grants timber rights to another entity for less than five years, the landowner may still be a qualifying small forest landowner under this chapter;
- (ii) Has a fee interest in the land and timber or has rights to harvest the timber to be included in the forestry riparian easement that extend at least forty years from the date the completed forestry riparian easement application is submitted to and received by the small forest landowner office;
- (iii) Has no outstanding violations of chapters 76.09 or 76.13 RCW or any associated forest practices rules;
- (iv) Has harvested or expects to harvest from his or her forest lands in this state as follows:

- (A) No more than the average volume that would qualify the landowner as a "small harvester" under RCW 84.33.035 during the three years prior to the year the department receives a complete forest practices application associated with the easement, and certifies that he or she does not expect to exceed that average timber volume during the ten years following the date of the offer of compensation for the easement; or
- (B) If the landowner can establish to the satisfaction of the small forest landowner office that those harvest limits were or will be exceeded to raise funds to pay estate taxes or other equally compelling and unexpected obligations such as court-

ordered judgments or extraordinary expenses, the landowner may still be a qualifying small forest landowner.

“Qualifying Timber” means forest trees that meet criteria (a) through (c) of this below:

- (a) Are covered by a forest practices application.
- (b) Fit one of the following situations:
 - (i) The timber is required to be left unharvested because of forests and fish rule restrictions and is within, immediately adjacent to, or physically connected to a commercially reasonable harvest unit under an approved forest practices application; or
 - (ii) The timber cannot be approved for harvest under a forest practices application because of forests and fish rule restrictions.
- (c) Are located within one or more of the following areas:
 - (i) Riparian or other sensitive aquatic areas;
 - (ii) Channel migration zones; or
 - (iii) Areas of potentially unstable slopes or landforms, verified by the department, that have the potential to deliver sediment or debris to a public resource or threaten public safety and are immediately adjacent to or physically connected to other qualifying timber that is located within riparian or other sensitive aquatic areas.

Qualifying timber may also mean forest trees that do not meet criteria (b) or (c) of this subsection if they are uneconomic to harvest as determined under WAC 222-21-032(6). For this Easement, see **Exhibit B**.

“Riparian Function” includes bank stability, the recruitment of woody debris, leaf litter fall, nutrients, sediment filtering, shade, and other riparian features that are important to both riparian forest and aquatic system conditions.

SECTION 4 RESERVED RIGHTS

Grantor reserves all lawful uses of the Easement Premises that are consistent with the terms of this Easement and the Grantor’s obligation to protect the Riparian Functions during the term of the Easement.

SECTION 5 RESTRICTIONS ON GRANTOR & NOTICE REQUIREMENT

5.1 Inconsistent Uses of Riparian Easement Premises. Any use of, or activity on, the Easement Premises inconsistent with the purposes and terms of this Easement, including without limitation, converting to a use incompatible with growing timber, conducting any activity that will be or is harmful to qualifying timber, such as any prohibited activities described in Section 5.3, or conducting any activity that reduces the Easement Premises’ Riparian Function, is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or authorize a third party to conduct any such use or activity.

5.2 Property Outside the Easement Premises. Grantor may change its use of the Property that is located outside the Easement Premises to any lawful use. Grantor shall provide Grantee sixty (60) days notice prior to changing the use of the Property as a courtesy to Grantee.

5.3 Protection of Qualifying Timber. Grantor shall not engage in any activity or authorize others to engage in any activity that would result in the cutting, trimming, burning, or harming of the Qualifying Timber or the removal of standing or down Qualifying Timber from the Easement Premises, except as expressly allowed in this Easement. The parties further agree that use, harvest, and treatment of the Qualifying Timber are restricted according to the forest practices rules in effect on the date of receipt of the forest practice application pertaining to this Easement.

5.4 Danger Trees. A "Danger Tree" is any tree that is reasonably perceived as posing an imminent danger to life or improved property. Grantor may cut a Qualifying Timber Danger Tree. The felled Danger Tree shall be left in place within the Easement Premises or be moved by the Grantor into the Easement Premises. Grantor must notify Grantee within seven (7) days that a Danger Tree has been felled. In addition, the landowner must be able to show the Grantee during an onsite visit that the cut tree(s) posed an imminent danger. The cutting of a tree(s) will be a violation of this Easement and subject to damages under Subsection 11.1.b. if the Grantor fails to present reasonable evidence that the tree(s) posed an imminent danger.

5.5 Blowdown and Salvage. Grantor shall not salvage Qualifying Timber even if it is blowdown, infested, or other damaged timber without first obtaining Grantee's express written consent from Grantee. Prior to removal, the small forest landowner office and the landowner must negotiate the terms of removal and refund to the Grantee, if any. Qualifying timber that blows down off the Easement Premises that presents a nuisance may be moved back onto the Easement Premises without permission from the Grantee.

5.6 Consequence of Sale of the Property.

5.6.a Refund after Sale of the Property that includes the Entire Easement Premises.

Grantor shall refund the Grantee the full Compensation and Reimbursement received from the Grantee for this Easement if (1) Grantor sells the Property containing the entire Easement Premises within ten years of receipt of payment for the Easement, and (2) Grantor's sale is to a landowner that does not meet the criteria for a qualifying small forest landowner. The Grantor shall Refund the Grantee within thirty (30) days of any sale meeting these conditions. In addition to refund, the State will continue to hold the Easement for the full term of the Easement per RCW 76.13.180.

5.6.b Refund after Sale of the Property with a Portion of the Easement Premises. The Grantor shall refund the Grantee a portion of the Compensation and Reimbursement received from the Grantee for this Easement if (1) the Grantor sells property containing only a portion of the Easement Premises within ten years of receipt of payment for this Easement, and (2) the Grantor's sale is to a landowner that does not meet the criteria for a qualifying small forest landowner. The Grantor shall refund the Grantee within thirty (30) days of any sale meeting these conditions. The calculation of the amount to be refunded to the Grantee is as follows:

Refund to the Grantee = $(E+C) \cdot (V_s/V_q)$

Where:

E = The full compensation value of the Easement paid to the Grantor for this transaction;

C = The cost incurred to identify the qualifying timber paid to the Grantor at the time the Easement became effective;

V_s = The volume of Qualifying Timber of the portion of the Easement Premises that is located in the parcel(s) sold to a buyer that is not a qualifying small forest landowner.

V_q = The original volume of Qualifying Timber as calculated in WAC 222-21-045 at the time the Easement became effective.

In addition to refund, the State will continue to hold the Easement for the full term of the Easement per RCW 76.13.180.

5.7 Grantor Notice of Human-Caused Damage: Grantor shall give notice to Grantee within 30 days of becoming aware of damage caused to the Qualifying Timber by Grantor's own actions or by the actions of others.

5.8 Grantor Notice of Natural Damage: The Grantor is requested to give notice, as soon as practical, to the Grantee that Qualifying Timber has been damaged by naturally occurring events such as, but not limited to, windthrow, fire, landslides, floods, and river erosion large enough to transport qualifying timber from the Easement Premises.

SECTION 6 PUBLIC ACCESS

This Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property.

SECTION 7 RIGHTS OF GRANTEE

To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Easement:

7.1 To enforce the terms of this Easement as provided in Section 11 or as otherwise authorized in law or equity.

7.2 To enter upon the Easement Premises, or to allow Grantee's agents or any experts consulted by Grantee in exercising its rights under this Easement to enter upon the Easement Premises in order to evaluate Grantor's compliance with this Easement, and to otherwise enforce the terms of this Easement. Grantor hereby voluntarily gives this consent to entry for inspection or

enforcement without requiring the Grantee to obtain renewed consent at the time of entry; however, Grantee will make reasonable efforts to notify Grantor, prior to entry onto the Property, and will not significantly interfere with Grantor's use and enjoyment of the Property except in emergencies or cases of suspected deliberate violations. State's right to enter the Property shall be solely for the purpose of accessing the Easement Premises.

7.3 To grant, assign, or otherwise transfer Grantee's interests herein to another agency of the State of Washington, as provided for and limited by Section 504 of the Salmon Recovery Act.

SECTION 8 COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

8.1 Costs, Legal Requirements, and General Liabilities. Except as is expressly placed on Grantee herein, Grantor retains full responsibility for the Qualifying Timber and Easement Premises. Grantor remains responsible for obtaining all permits required by law.

8.2 Taxes and Obligations. Grantor shall remain responsible for payment of taxes or other assessments imposed on the Easement Premises or the Qualifying Timber. Grantor shall furnish Grantee with satisfactory evidence of payment upon request.

8.3 Hold Harmless: To the extent permitted by law, Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its employees, agents, and assigns from and against all liabilities, penalties, costs, charges, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation reasonable attorney's fees arising from or in any way connected with: (a) injury or death of any person or any physical damage to property resulting from any act or omission, or other matter occurring on or relating to the Easement Premises or Qualifying Timber, caused solely by Grantor; (b) a breach by Grantor of its obligations under Section 5; (c) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law or requirement by Grantor in any way affecting, involving, or relating to the Easement Premises or the Qualifying Timber; (d) the release or threatened release onto the Easement Premises of any substance now or hereinafter classified by state or federal law as a hazardous substance or material caused solely by Grantor.

SECTION 9 SUBSEQUENT TRANSFERS

9.1 Grantee. Grantee may assign, grant, or otherwise transfer its interest as evidenced in this Easement, but only to another agency of the State of Washington under any circumstances in which it determines, in its sole discretion, that such transfer is in the best interests of the State. Grantee shall give written notice to Grantor within thirty (30) days of such conveyance, assignment, or transfer (provided that failure to give such notice shall not affect the validity of the assignment, conveyance, or transfer).

9.2 Grantor. Grantor may assign, convey, or otherwise transfer without restriction its interest in the Easement Premises or the Qualifying Timber identified in Exhibit B hereto, subject to refund requirements described in Subsection 5.6 of this Agreement.

- a. Grantor shall attach a copy of this Deed for Restrictive Forestry Riparian Easement to any deeds, mortgages, plats, or other legal instruments used to convey any interest in the Easement Premises or the Qualifying Timber and shall include the following notice in the conveying document (failure to comply with this paragraph does not impair the validity or enforceability of the restrictive Easement):

NOTICE: This property is subject to a restrictive forestry riparian easement granted to the Washington State Department of Natural Resources on [INSERT DATE] and recorded with the [ADD COUNTY NAME] County Auditor under Auditor's File Number [ADD RECORDING NUMBER]. A copy of the [INSERT FULL EASEMENT NAME] is attached as Exhibit [**]. Uses and activities on this property must be consistent with the restrictive Easement.**

- b. Grantor shall give written notice to the Grantee of the assignment, conveyance, or other transfer of all or a portion of its interest in the Easement Premises or the Qualifying Timber within thirty (30) days after such conveyance, assignment, or transfer (provided that failure to give such notice shall not affect the validity of the assignment, conveyance, or transfer).

9.3 Termination of Grantor's Rights and Obligations. The Grantor's personal rights and obligations under this Easement terminate upon transfer of the Grantor's interest in the Easement Premises or the Qualifying Timber, except that the Grantor's rights, obligations, and liabilities that accrued under the Easement for acts or omissions occurring prior to and including the Grantor's transfer shall survive the transfer. For example, upon transfer, Grantor must give notice of the transfer and must refund Grantee according to Subsections 5.6.a. or 5.6.b.

SECTION 10 DISPUTE RESOLUTION

The parties may at any time by mutual agreement use any nonbinding alternative dispute resolution mechanism with a qualified third party acceptable to Grantor and Grantee. Grantor and Grantee shall share equally the costs charged by the third party. The existence of a dispute between the parties with respect to this Easement, including without limitation the belief by one party that the other party is in breach of its obligations hereunder, shall not excuse either party from continuing to fully perform its obligations under this Easement. The dispute resolution provided for in this section is optional, not obligatory, and shall not be required as a condition precedent to any remedies for enforcement of this Easement.

SECTION 11 ENFORCEMENT

11.1 Remedies. Subject to notice required by Subsection 11.1.a., either party may bring any action in law or in equity in the superior court for the county in which the Easement Premises are

located or in Thurston County (subject to venue change under law) to enforce any rights or obligations of this Easement, including without limitation, actions for injunctive relief (permanent, temporary, or ex parte, as appropriate) to prohibit a breach of this Easement, restoration of Qualifying Timber cut or removed in violation of this Easement, or damages. Either party may elect to pursue some or all of the remedies provided herein.

11.1.a Notice of Violation, Corrective Action. If either party believes that there has been a violation of the terms of this Easement or that a violation is threatened, that party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation. Notice and at least a thirty (30) day opportunity to cure must be provided before any party may bring a suit for breach of this Easement, except as provided in Subsection 11.3. Where the violation involves injury or has created a situation that could lead to injury to the Qualifying Timber, cure may require restoration of a portion of the Property and/or Qualifying Timber to the condition that existed immediately before any such injury.

11.1.b Damages or Restoration. If Grantor cuts, fatally harms, or removes (or causes another to cut, fatally harm, or remove) Qualifying Timber from the Easement Premises in violation of this Easement, Grantee shall be entitled in its discretion to damages and/or restoration so as to make the Grantee whole. Lost Riparian Function and tree-replacement cost will vary by size and location of the cut or removed Qualifying Timber. The cost of replacing the volume and function of mature Qualifying Timber with new plantings would far exceed the stumpage value of the harmed or removed Qualifying Timber. Further, once cut and removed, the volume and stumpage value of any individual tree is difficult to determine. Thus, if Grantee elects to receive damages under this contract, the Grantor agrees as a reasonable estimation of damages to pay the following:

- (i) For Qualifying Timber that is cut or fatally injured, but is not removed from the Easement Premises, Grantor shall pay the actual stumpage value of any Qualifying Timber multiplied by the percentage of the total stumpage value that the Grantee originally paid grantor for the Qualifying Timber ($\text{Actual Stumpage Value} \times (\text{Easement Compensation} / \text{Total Qualifying Timber Stumpage Value})$).
- (ii) For Qualifying Timber that is removed from the Easement Premises, the Grantor shall pay the adjusted average stumpage value per tree by species multiplied by three and multiplied by the percentage of the total stumpage value that Grantee originally paid Grantor for the Qualifying Timber ($\text{Adjusted Average Stumpage Value per Species} \times 3 \times (\text{Original Compensation for Qualifying Timber} / \text{Total Qualifying Timber Stumpage Value})$). The Adjusted Average Stumpage Value is obtained by adjusting the original average stumpage value per species by the change in the Consumer Price Index for all Urban Consumers as published by the U.S. Department of Labor Bureau of Labor Statistics so as to adjust for inflation or deflation.

Grantee's rights to damages under this section for cutting, harming, or removing Qualifying Timber during the term of this Easement shall survive termination.

Damages alone do not adequately account for the site's lost Riparian Function. In Grantee's sole discretion, Grantee may also require the Grantor to replant trees or designate replacement trees to

help substitute for the lost Riparian Function caused by the Grantor's unauthorized activity. The following additional standards apply to replanting and replacement:

(i) Replanting shall be by nursery transplant seedlings approved by Grantee with subsequent silvicultural treatment including without limitation weed control and fertilization approved by Grantee. Replanted trees shall be treated as Qualifying Timber under this Easement.

(ii) Replacing trees shall be accomplished by designation of replacement trees of the size and species acceptable to Grantee. If replacement trees are designated to replace the Qualifying Timber cut or removed in violation of the terms of this Easement, the designated trees shall be thereafter treated as Qualifying Timber under this Easement.

(iii) The description of the Easement Premises must be appropriately revised and recorded as provided in Section 13 if any newly planted or replaced trees are not within the originally described Easement Premises.

This Damages or Restoration subsection does not preclude the Grantee from pursuing other actions as authorized by law or equity against the Grantor for unauthorized cutting, actions that cause the fatal injury, or removal of the Qualifying Timber; for example, the Grantee may pursue an action for triple the restoration and replanting cost (or other damages) under RCW 64.12.030. See Subsection 11.1.e.

11.1.c Non-Qualifying Small Forest Landowner - Refund and Null and Void. The Grantor shall refund the Grantee both the Compensation and Reimbursement received for this Easement and this Easement shall be null and void if the Grantor was not a "Qualifying Small Forest Landowner" when the Easement Agreement was signed. This subsection supplements any other actions and remedies that the Grantee may pursue based on Grantor's certification and warranty of Qualifying Small Forest Landowner status.

11.1.d Injunctive Relief. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee may be entitled to injunctive relief, both prohibitive and mandatory, in addition to other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

11.1.e Relationship to Remedies in Other Laws. The remedies provided for in this section are in addition to whatever other remedies the state may have under other laws including without limitation the Forest Practices Act. Nothing in this Easement shall be construed to enlarge, diminish or otherwise alter the Grantee's independent authority to administer state law.

11.2 Forbearance/Waiver. Enforcement of this Easement against the Grantor is at the sole discretion of the Grantee, and vice versa. Any forbearance by either party to exercise its rights hereunder in the event of a breach by the other party shall not be deemed a waiver by the forbearing party of the term being breached or of a subsequent breach of that term or any other term or of any other of the forbearing party's rights under this Easement.

11.3 Emergency Enforcement. If Grantee, in its sole discretion, believes that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire. The continued cutting of any Qualifying Timber justifies emergency enforcement.

11.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

11.5 Acts Beyond Grantor's Control. Nothing herein shall be construed to entitle Grantee to bring any action or claim against Grantor on account of any change in the condition of the Easement Premises or of the Qualifying Timber that was not within Grantor's control, including without limitation fire, flood, storms, insect and disease outbreaks, earth movement, or acts of trespassers, that Grantor could not reasonably have anticipated and prevented, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Premises or Qualifying Timber resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

SECTION 12 CONSTRUCTION AND INTERPRETATION

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

12.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumptively construed against either party.

12.3 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

SECTION 13 AMENDMENT

This Easement may be jointly amended. The amendments shall be in writing and signed by authorized representatives. Grantee shall record any such amendments in timely fashion in the official records of Skamania County, Washington. All amendments shall be consistent with the purposes of this Easement.

SECTION 14 GRANTEE'S UNILATERAL TERMINATION

Grantee may unilaterally terminate this Easement if it determines, in its sole discretion, that termination is in the best interests of the State of Washington. Grantee shall provide thirty (30) days written notice to Grantor of such termination. In the event Grantee unilaterally terminates this Easement, it shall not be entitled to any compensation for such termination, except as otherwise provided in this Easement.

SECTION 15 EXTINGUISHMENT

If circumstances arise that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated (with compensation to Grantee) or extinguished, in whole or in part, by mutual agreement of the parties or through judicial proceedings brought by one of the parties. Grantee shall be entitled to the value of the Easement as such value is determined for eminent domain under WAC 222-21-080 as this rule was written at the time this Easement was recorded.

SECTION 16 CONDEMNATION

If the Easement Premises is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantee shall be entitled to compensation in accordance with WAC 222-21-080 as this rule was written at the time this Easement was recorded.

SECTION 17 NOTICE

Notices given pursuant or in relation to this Easement shall be in writing and delivered personally or by first class mail (postage pre-paid) or electronic notification, addressed as follows:

(a) If to Grantor:

David Lillegard and Mark Lillegard
P.O. Box 511
Stevenson, WA 98648
509-899-9739

(b) If to Grantee:

Washington State Department of Natural Resources
Forest Practices Division

Small Forest Landowner Office
PO Box 47012
1111 Washington Street SE
Olympia, WA 98504-7012
frep@dnr.wa.gov

If either party's address changes during the term of this Easement, that party shall notify the other party of the change.

Any notice required to be given hereunder is considered as being received: (i) if delivery in person, upon personal receipt by the person to whom it is being given; or (ii) if delivered by first class U.S. mail and properly addressed, three (3) days after deposit into the U.S. mail; or (iii) if sent by U.S. mail registered or certified, upon the date receipt is acknowledged by the recipient; or (iv) if sent via e-mail or facsimile, upon transmission when made prior to 5 p.m. on a judicial day—service made on a Saturday, Sunday, legal holiday, or after 5 p.m. on any other day shall be deemed complete on the first judicial day thereafter.

SECTION 18 RECORDATION

Grantee shall record this instrument in timely fashion in the official records of Skamania County, Washington and may re-record it at any time as may be required to preserve its rights in this Easement. Grantee shall be responsible for all recording fees and costs.

SECTION 19 GENERAL PROVISIONS

19.1 Severability. If any provision in this Easement, or the application hereof to any person or circumstance, is found to be invalid, the remainder of this Easement, or the application hereof to other persons or circumstances shall not be affected thereby and shall remain in full force and effect.

19.2 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement. This instrument supersedes all other and prior discussions, negotiations, understandings, or agreements of the parties. No alteration or variation of this instrument shall be binding unless set forth in an amendment to this instrument consistent with Section 13.

19.3 Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective successors and assigns and shall continue as a servitude running with the Property for the term of this Easement set forth in subsection 2.1.

19.4 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

19.5 Counterparts. The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original as against the party that has signed it. In the event of any disparity between counterparts produced, the recorded counterpart shall be controlling.

19.6 References to Statutes and Rules. Except as otherwise specifically provided, any references in this Easement to any statute or rule shall be deemed to be a reference to such statute or rule in existence at the time the action is taken, or the event occurs.

19.7 Adherence to Applicable Law. Any activity pertaining to the Easement Premises or Qualifying Timber shall be consistent with applicable federal, state, or local law including chapter 76.09 RCW, the Forest Practices Act, chapter 36.70A RCW, the Growth Management Act, chapter 90.58 RCW, the Shoreline Management Act, chapter 75.20 RCW, Construction Projects in State Waters Act ("Hydraulics Code"), the Endangered Species Act (16 U.S.C. Sec. 1531, et seq.), and the Clean Water Act (33 U.S.C. Sec. 1251, et seq.), and rules adopted pursuant to these statutes (including all rules adopted under Section 4(d) of the Endangered Species Act).

IN WITNESS WHEREOF Grantor and Grantee have executed this instrument on the day and year written.

GRANTOR:

DAVID GRANVILLE LILLEGARD AND MARK
DANIEL LILLEGARD, AS TENANTS IN
COMMON

Dated: 10-06, 2025

By: David Granville Lillegard

Title: _____

Dated: 10-06, 2025

By: Mark Daniel Lillegard

Title: _____

GRANTEE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: November 3, 2025

By: Katie Rose Allen
Katie Rose Allen
Deputy Supervisor, Forest Practices and
Aquatics

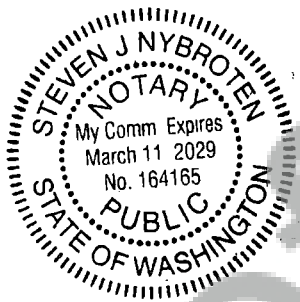
State of Washington
Approved as to Form this 19th day of
September 2024
Steven W. Reneaud
Assistant Attorney General
State of Washington

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
)s
COUNTY OF Skamania)

On this day personally appeared before me MARK DANIEL LILLEGARD to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of Oct, 2025.



Steven J Nybroten
Notary Public in and for the State of Washington,
residing at White Salmon.

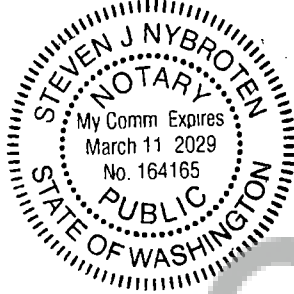
My appointment expires March 11, 2029.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON)
)s
COUNTY OF Skamania)

On this day personally appeared before me DAVID GRANVILLE LILLEGARD to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of Oct, 2025



David Granville Lillegard
Notary Public in and for the State of Washington,
residing at White Salmon

My appointment expires March 11, 2029.

STATE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
)§
COUNTY OF THURSTON)

On this 3 day of November, 2025 personally appeared before me Katie Rose Allen to me known to be the Deputy Supervisor, Forest Practices and Aquatics, and ex officio administrator of the Department of Natural Resources of the State of Washington, that he executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Dena May Howe
Notary Public in and for the State of Washington,
residing at: Thurston Co.

My appointment expires Sep 2, 2029.

EXHIBIT A

PROPERTY

TRACT 1

**GOVERNMENT LOT 2 AND THE WEST 11.18 ACRES OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.
EXCEPT THAT TRACT CONVEYED TO DEMPSEY TAYLOR BY DEED BY DEED FROM CHARLES TEIO ET UX RECORDED UNDER BOOK G PAGE 25 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
ALSO EXCEPT THAT TRACT CONVEYED TO IGNAZ WACHTER BY CHARLES TEIO ET UX BY DEED RECORDED UNDER BOOK G PAGE 33 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.
ALSO EXCEPT THAT TRACT CONVEYED TO CHRISTIAN AALVIK BY H.I. LILLEGARD ET UX BY DEED RECORDED UNDER BOOK P PAGE 406 OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.**

TRACT 2

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTH 8 RODS; THENCE EAST 40 RODS; THENCE SOUTH 8 ROD; THENCE WEST 40 RODS TO THE POINT OF BEGINNING.

**EXHIBIT B
EASEMENT PREMISES**

DNR #58-106796
(Lillegard 2)

Portion of Section 36, Township 3 North, Range 7 East, W.M.,
Skamania County, Washington.

Land Description

Portions of that parcel described in that Quit Claim Deed recorded September 3, 1993, in book 737, page 829, under Auditor's File Number 117227, records of Skamania County, Washington, and located in the Northeast quarter of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, lying westerly of the westerly right of way of Kanaka Creek Road, and more particularly described as follows;

“Unit 1”

Commencing at the north quarter corner of said Section, and considering the west line of the Northeast quarter of said Section to bear, South 00°19'51" West as shown on the record of survey filed June 6, 1978, in book 1 of surveys at page 154, under Auditor's File Number 86527, records of Skamania County, Washington, with all bearings herein, related thereto; thence along said west line, South 00°19'51" West for a distance of 1168.30 feet; thence South 89°31'33" East for a distance of 585.00 feet to the true Point of Beginning of this description;

Thence South 05°00' West for a distance of 90.00 feet;
Thence South 27°00' East for a distance of 110.00 feet;
Thence South 05°00' West for a distance of 30.00 feet;
Thence South 40°00' East for a distance of 70.00 feet;
Thence South 55°00' East for a distance of 20.00 feet;
Thence South 10°00' East for a distance of 50.00 feet;
Thence South 35°00' West for a distance of 55.00 feet;
Thence South 30°00' West for a distance of 40.00 feet;
Thence North 80°00' West for a distance of 15.00 feet;
Thence South 39°00' West for a distance of 50.00 feet;
Thence South 25°00' East for a distance of 60.00 feet;
Thence South 38°00' East for a distance of 65.00 feet;
Thence South 60°00' East for a distance of 95.00 feet;
Thence North 15°00' West for a distance of 65.00 feet;
Thence North 33°00' East for a distance of 90.00 feet;
Thence North 10°00' West for a distance of 30.00 feet;
Thence North 35°00' West for a distance of 40.00 feet;
Thence North 17°00' West for a distance of 50.00 feet;
Thence North 20°00' East for a distance of 65.00 feet;

Exhibit B – Easement Premises

Thence North 25°00' West for a distance of 30.00 feet;
Thence North 05°00' West for a distance of 75.00 feet;
Thence North 45°00' East for a distance of 40.00 feet;
Thence North 03°52'42" West for a distance of 27.86 feet, to the south line of that parcel described in "Exhibit B" of that Judgment for Partition of Real Property, No. 142001420, filed December 11, 2014, in Washington State Superior Court for Skamania County;
Thence along said south line, North 89°31'33" West for a distance of 104.01 feet to the southwest corner of said parcel;
Thence along the west line of said parcel, North 00°19'51" East for a distance of 132.00 feet to a corner thereof;
Thence along the south line of said parcel, North 89°31'33" West for a distance of 75.00 feet, to the true Point of Beginning of this description.
TOGETHER WITH;

"Unit 2" northerly portion

Commencing at the north quarter corner of said Section, thence along the west line of the Northeast quarter, South 00°19'51" West for a distance of 1430.00 feet;
Thence leaving said west line, North 85°00' East for a distance of 35.00 feet, to the true Point of Beginning of this description;
Thence North 89°00' East for a distance of 80.00 feet;
Thence South 01°00' West for a distance of 70.00 feet;
Thence South 15°00' East for a distance of 85.00 feet;
Thence South 05°00' West for a distance of 60.00 feet;
Thence South 23°00' East for a distance of 65.00 feet;
Thence South 39°00' East for a distance of 165.00 feet;
Thence South 78°00' East for a distance of 140.00 feet;
Thence South 65°00' East for a distance of 85.00 feet;
Thence South 75°00' East for a distance of 115.00 feet, more or less, to the northerly right of way of a 50-foot wide gas pipeline easement;
Thence southwesterly along said northerly right of way for a distance of 280.00 feet;
Thence leaving said right of way, North 80°00' West for a distance of 120.00 feet;
Thence North 50°00' West for a distance of 40.00 feet;
Thence North 43°00' West for a distance of 70.00 feet;
Thence North 23°00' West for a distance of 180.00 feet;
Thence North 33°00' West for a distance of 50.00 feet;
Thence North 01°00' West for a distance of 170.00 feet;
Thence North 19°03'18" East for a distance of 70.46 feet, more or less, to the true Point of Beginning of this description.

"Unit 2" southerly portion

Commencing at the north quarter corner of said Section, thence along the west line of the Northeast quarter, South 00°19'51" West for a distance of 2015.00 feet;
Thence leaving said line, South 83°59'13" East for a distance of 451.40 feet to the true Point of Beginning of this description;
Thence North 47°34'08" West for a distance of 93.83 feet to the southerly right of way of a 50-ft wide gas pipeline easement;

Exhibit B – Easement Premises

Thence along said southerly right of way, northeasterly, for a distance of 245.00 feet;
Thence leaving said right of way, South 48°00' East for a distance of 75.00 feet;
Thence South 55°00' East for a distance of 30.00 feet;
Thence South 12°00' East for a distance of 50.00 feet;
Thence South 80°00' East for a distance of 80.00 feet;
Thence South 60°00' East for a distance of 60.00 feet;
Thence South 05°00' East for a distance of 25.00 feet;
Thence South 35°00' East for a distance of 65.00 feet;
Thence South 60°00' East for a distance of 30.00 feet;
Thence South 45°00' West for a distance of 15.00 feet;
Thence North 75°00' West for a distance of 35.00 feet;
Thence South 65°00' West for a distance of 60.00 feet;
Thence South 60°00' West for a distance of 40.00 feet;
Thence South 47°00' West for a distance of 30.00 feet;
Thence North 50°00' West for a distance of 40.00 feet;
Thence North 65°00' West for a distance of 130.00 feet;
Thence North 70°00' West for a distance of 50.00 feet;
Thence North 85°00' West for a distance of 30.00 feet;
Thence North 65°00' West for a distance of 35.00 feet;
Thence North 25°00' West for a distance of 110.00 feet, more or less, to the true Point of Beginning of this description.

All situate in Skamania County, Washington.

EASEMENT PREMISES

FORESTRY RIPARIAN EASEMENT

DNR #58-106796

(Lillegard 2)

Portion of Section 36, Township 3 North, Range 7 East, W.M.,
Skamania County, Washington.

The Department of Natural Resources identifies the following for convenience and informational purposes only, and makes no warranties, express or implied, associated with this property.

1. Total Easement Area = 5.19 Acres, more or less, from the description and based upon that record of survey filed June 6, 1978, in book 1 of surveys at page 154, under Auditor's File Number 86527, records of Skamania County, Washington and data from DNR's SFLO.
2. Unit 1 Easement Area = 1.31 acres, more or less.
Unit 2 northerly Easement Area = 2.05 acres, more or less.
Unit 2 southerly Easement Area = 1.83 acres, more or less.
3. Said lands subject to all easements, encumbrances and right of ways of public record.

FORESTRY RIPARIAN EASEMENT

DNR #58-106796
(LILLEGARD 2)

POR. of SECTION 36, T.03N., R.07E., W.M.,
SKAMANIA COUNTY, WA.

