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AGREEMENT

AGREEMENT made this 27 day of May, 1960,  
by and between the STATE OF WASHINGTON, acting by and through the  
Department of Natural Resources (hereinafter called "State"), and  
SCOTT PAPER COMPANY, a Pennsylvania corporation with offices in  
Everett, Washington (hereinafter called "Scott"),

W I T N E S S E T H :

1. RIGHT GRANTED TO THE STATE

Scott does hereby grant to the State, for the purposes of  
removing from State-owned lands timber and other natural resources  
from the premises marked in orange on the map attached hereto as  
Exhibit A, and for the management and administration of said premises,  
including the prevention and suppression of forest fires, the non-  
exclusive right to use, construct, reconstruct and maintain the  
following described roads and rights of way situate in the County  
of Skagit, State of Washington, to-wit:

(a) Schedule 1 Road

A right of way running generally north-south situated  
in Section 2 and in Section 11, Township 35 North, Range 6 East,  
Willamette Meridian, said right of way being more accurately located

on Schedule 1 attached hereto and hereinafter referred to as the "Schedule 1 Road."

(b) Schedule 3 Road

A right of way running generally northwest-southeast through Sections 3 and 4, Township 35 North, Range 6 East, Willamette Meridian, said right of way being more accurately located on Schedule 3 attached hereto and hereinafter referred to as the "Schedule 3 Road."

(c) Schedule 4 Road

A right of way running generally east-west through Section 33, Township 36 North, Range 6 East, Willamette Meridian, and Sections 4, 5 and 6, Township 35 North, Range 6 East, Willamette Meridian, said right of way more accurately located on Schedule 4 attached hereto and hereinafter referred to as the "Schedule 4 Road."

(d) Schedule 6 Road

A right of way in Section 4, Township 35 North, Range 6 East, in Sections 33, 23 and 24, Township 36 North, Range 6 East, and in Section 19, Township 36 North, Range 7 East, which shall connect with the State's existing road leading to the Mt. Josephine Look-Out Tower in said Section 19, Township 36 North, Range 7 East, Willamette Meridian, said right of way being more accurately located on Schedule 6 attached hereto and hereinafter referred to as the "Schedule 6 Road."

2. RIGHT GRANTED TO SCOTT

(a) Schedule 2 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned lands timber and other natural resources

from any area served by any road system of which the following described right of way may be or may become a part, and for the management and administration of any said area, including the prevention and suppression of forest fires, the non-exclusive right to construct, reconstruct, maintain and use a right of way running generally northwest-southeast over Sections 2 and 3, Township 35 North, Range 6 East, Willamette Meridian, said right of way being more particularly described in Schedule 2 attached hereto and hereinafter referred to as the "Schedule 2 Road."

(b) Schedule 5 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned land timber and other natural resources from the premises marked in green on the map attached hereto as Exhibit A, and for the management and administration of said premises, including the prevention and suppression of forest fires, the non-exclusive right to use, construct, reconstruct and maintain a right of way running generally east-west and then north-south through Sections 1 and 2, Township 35 North, Range 5 East, Willamette Meridian, and Sections 35 and 36, Township 36 North, Range 5 East, Willamette Meridian, said right of way being more accurately located on Schedule 5 attached hereto and hereinafter referred to as the "Schedule 5 Road."

(c) Schedule 7 Road

The State does hereby grant to Scott, for the purposes of removing from Scott-owned lands timber and other natural resources from the premises marked in green on the map attached hereto as



Exhibit A, and for the management and administration of said premises, including the prevention and suppression of forest fires, the non-exclusive right to use, construct, reconstruct and maintain a right of way running generally north-south situated in Section 36, Township 36 North, Range 5 East, Willamette Meridian, said right of way being more accurately located on Schedule 7 attached hereto and hereinafter referred to as the "Schedule 7 Road."

3. CONSTRUCTION STANDARDS

Logging road construction standards on State-owned lands hereunder shall be not less than the State's standard specifications for a ten-foot spur logging road, which specifications are attached hereto as Exhibit B.

4. MAINTENANCE

(a) Schedule 6 Road

Scott shall have no responsibility whatsoever for maintenance of the Schedule 6 Road.

(b) Schedule 1, 2, 3, 4, 5 and 7 Roads

(i) Maintenance as Logging Roads

During periods when Scott shall be using any or all of the Schedule 1, 2, 3, 4, 5 or 7 Roads as logging roads, Scott shall perform all maintenance necessary to make the road or roads being so used usable by logging trucks. During these periods persons to whom the State has assigned the right to use any or all of said road or roads for the purpose of hauling timber or other natural resources from State-owned lands shall pay Scott as a contri-

bution toward the expense of such maintenance six cents (6¢) per thousand board feet per mile (or some comparable charge in the event of the hauling of some other natural resource) for each mile of said road or roads being used by such purchaser and being maintained by Scott. After this agreement shall have been in effect for five (5) years, whenever the maintenance experience of the parties hereto on said road or roads indicates that the actual costs of maintenance have either decreased or increased, or in the near future will decrease or increase, the amount of the contribution by purchasers of timber or other natural resources from State-owned lands shall annually be increased or decreased by agreement between Scott and the State in an amount appropriate to reflect the increase or decrease in maintenance costs.

(ii) Other Maintenance

During those periods when Scott shall not be using any or all of the Schedule 1, 2, 3, 4, 5 or 7 Roads it is understood and agreed that Scott shall perform only such maintenance on the road or roads not being used as may be necessary to permit the passage of a pickup truck. During those periods, if additional maintenance shall be required, Scott shall be notified and if Scott then elects not to perform same, the State or purchasers of timber or other natural resources from State-owned lands using said road or roads may, but shall not be required to, perform any necessary maintenance on those portions of said roads not used by Scott as

logging roads, provided, however, that nothing herein shall require the State to maintain any said road to a higher standard than originally constructed. It is specifically understood and agreed that such additional maintenance shall be at the sole cost, risk and expense of the person performing same, and that the contributions for maintenance set forth in paragraph 4(b) (i) above shall continue to accrue to Scott for so much of said road or roads as Scott shall be maintaining as logging roads.

(iii) Special Maintenance

Users of the roads covered by this agreement shall repair any damage occasioned by usage by said user which an ordinarily prudent owner would not make of his own road or occasioned by said user's accidents, the expense of such repairs to be paid solely by said user.

(iv) Judgment as to Necessity of Maintenance

Scott's determination as to the maintenance or special repairs required at any given time, including under subparagraph 4(b) (ii) above, shall be final and binding upon the State and purchasers of timber or other natural resources from State-owned lands using the Schedule 1, 2, 3, 4, 5 or 7 Roads or any portion thereof, so long as Scott does not act in an unreasonable manner.

(v) Payment

Contributions for maintenance payable to Scott hereunder shall be paid to Scott at the same time, and will be substantiated in the same manner, as payments to the State for timber



or other natural resources purchased from the State and transported over the subject roads. Said contributions and all substantiating documents will be given to Scott at its Everett, Washington office.

5. DISCLAIMER OF WARRANTIES

It is expressly understood and agreed that Scott makes no representations as to the present or future conditions of any of the roads covered by this agreement and that the State, its agents, contractors and assigns and each other user makes use of said roads at his or its own risk.

6. CONTROL OF ROADS

Each purchaser of timber and other natural resources ~~owned by the State~~ shall comply with all rules and regulations prescribed by Scott for the use of the Schedule 1, 2, 3, 4, 5 or 7 Roads or any portion thereof, provided that the same rules and regulations are applicable to the use of said roads by Scott and other persons authorized by Scott to use same, such rules and regulations to include, but not to be limited to:

(a) Closing them or limiting their use when, due to weather conditions, unrestricted use would cause excessive damage to said roads; or

(b) Closing them during periods of excessive fire danger; or

(c) Traffic controls which are required for safe use of said roads by Scott and each authorized user thereof.

Written notice of rules and regulations prescribed by Scott shall be given to the State by the delivery of copies thereof to the Olympia and Sedro Woolley offices of the Department of Natural Resources. Written notice of such rules and regulations shall be given others by the posting of a copy of such rules and regulations at all gates on said roads or by mailing a copy thereof to users of said roads whose addresses shall have been given to Scott.

7. HOLD HARMLESS AGREEMENT

(a) Scott shall protect, indemnify and hold the State (but no other person or party) harmless from every claim, cost, damage or expense of any kind or nature arising or growing out of the making of this agreement due to the occupancy and use of said roads hereunder by the purchaser of timber or other natural resources from Scott-owned lands, and/or any employee, licensee, contractor or agent of Scott during the term hereof.

(b) Each purchaser of timber or other natural resources from State-owned lands who uses any portion of the roads covered by this agreement shall protect, indemnify and hold Scott harmless from every claim, cost, damage or expense of any kind or nature arising or growing out of the making of this agreement due to the occupancy and use of said roads or portion thereof by said purchaser and/or employee, licensee, contractor or agent of said purchaser during the term hereof.

8. INSURANCE AND PERFORMANCE BOND

(a) Performance Bond

Scott shall have the option to require each purchaser



of timber or other natural resources from State-owned lands who uses the roads covered by this agreement, or any portion thereof, to post a performance bond in a reasonable amount to secure:

(i) that particular purchaser's payment of his proportional share of the cost of maintaining said road as provided in Paragraph 4 hereof;

(ii) reimbursement to Scott for damage to said road or roads in excess of normal wear and tear resulting from such purchaser's use of said road or roads.

(b) Insurance

Scott shall have the further right to require purchaser of timber and other natural resources from State-owned lands to procure at his expense insurance generally acceptable in the logging industry, insuring said purchaser against liability for personal injury and property damage for all sums for which he may become legally obligated to pay by result of accidents with limits of not less than \$50,000 for injury to one person and \$100,000 for injury to two or more persons, and \$50,000 for damage to property. Scott shall also have the right at its option to require each said purchaser to provide Scott with a copy of said insurance policy and to have Scott named as an additional insured in same, and to require that said policies contain a provision or an endorsement that it shall not be cancellable without first giving Scott ten (10) days' notice of intention to cancel same; Provided, that Scott's policy on insurance

in connection with said purchasers shall be the same as it follows in connection with other persons authorized by Scott to use said roads; and Provided further, that the insurance hereinabove set forth may be increased or decreased by mutual agreement between the State and Scott in order to adjust for insurance trends in the industry.

9. ASSIGNMENTS

(a) By the State

The State may assign its right to use the roads covered by this agreement to the purchaser of any timber and other natural resources from State-owned lands, provided that such purchaser shall execute this agreement, agreeing to be bound by the terms hereof. No other assignment by the State to any other person, whether by operation of law or otherwise, shall be valid without the prior written consent of Scott.

(b) By Scott

Scott may assign its right to use the roads covered by this agreement to its loggers, contractors, agents and purchasers of timber or other natural resources from Scott-owned lands, but no assignment by Scott to any other person, whether by operation of law or otherwise, shall be valid without the prior written consent of the State.

(c) By Others

The right of use herein granted to others by the State or Scott may not be assigned by any such grantee. Any attempted

assignment shall immediately terminate the right of use by any such grantee. This provision shall not prevent employment of contractors by any such grantee, but such purchaser or assignee shall be responsible for compliance by such contractors with all provisions hereof.

10. USERS TO EXECUTE THIS AGREEMENT

It is specifically understood and agreed that each user authorized hereunder by the State to use Scott's road or roads above described shall, as a condition precedent to the right to use any of the above described roads, execute this agreement and agree to be bound by the terms hereof. The State shall keep a duly executed copy of this agreement in its possession which shall be available for such subscribing by such a user. The State will immediately notify Scott of the execution of this agreement by any user.

11. TERM

This agreement shall continue permanently unless terminated by written agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first hereinabove written.



UNRECORDED  
1922  
FEB 22 1922  
INCORPORATED  
WASHINGTON

SCOTT PAPER COMPANY

BY TRS Sheldon  
Its MANAGER OF WOODLANDS  
WEST COAST DIVISION

Attest: [Signature]  
Its attorney

STATE OF WASHINGTON  
Department of Natural Resources

BY [Signature]  
Its \_\_\_\_\_

We, the undersigned users, hereby certify that we have read the above agreement, clearly understand all of the provisions of same, and hereby agree to be bound by the terms hereof in consideration of the right to use said roads or any portion thereof.

DATE

NAME

ADDRESS

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*Journal of Management Education* 36(7) 809-824

... ..

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 13 day of June, 1960, before me personally appeared T. R. SHELDON and GEORGE P. FOSTEVIN, to me known to be the Manager of Woodlands, West Coast Division and the Assistant Secretary, respectively, of SCOTT PAPER COMPANY, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

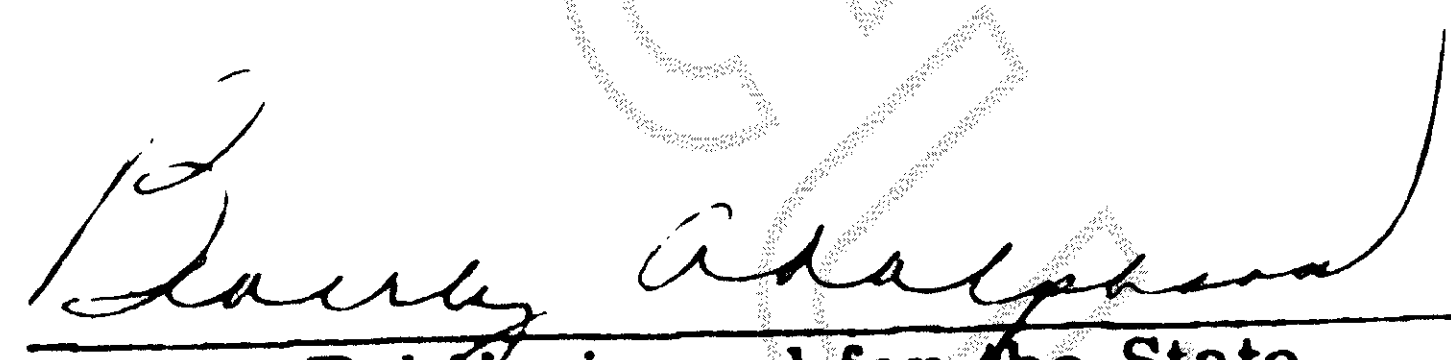
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
Notary Public in and for the State  
of Washington, residing at Everett

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

On this 10<sup>th</sup> day of June, 1960, before me personally appeared BRUCE W. REEVES, to me known to be the Administrative Assistant to BERT L. COLE, to me known to be the Commissioner of Public Lands and ex officio Administrator of the Department of Natural Resources of the State of Washington, the Department that 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 set forth above.

  
Notary Public in and for the State  
of Washington, residing at Olympia



SCHEDULE 1 ROAD

The right of way described in Paragraph 1(a) of the foregoing agreement and referred to as the Schedule 1 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at the intersection of Scott Paper Company's main line road No. 100 and the County road (commonly called the Hamilton Cemetery Road) which point is East 240 feet, more or less, from the Southwest corner of the Northeast quarter of the Southwest quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ) of Section 11, Township 35 North, Range 6 East; thence Northerly through and across the Northeast quarter of the Southwest quarter ( $NE\frac{1}{4}SW\frac{1}{4}$ ), and the East half of the Northwest quarter ( $E\frac{1}{2}NW\frac{1}{4}$ ) of said Section 11, and the Southeast quarter of the Southwest quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) of Section 2, Township 35 North, Range 6 East to a point on the East line of the Southwest quarter of the Southwest quarter ( $SW\frac{1}{4}SW\frac{1}{4}$ ) of said Section 2 which is North  $0^{\circ} 30'$  East, 192 feet, more or less, from the Southeast corner thereof.

SCHEDULE 1

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### SCHEDULE 2 ROAD

The right of way described in Paragraph 2(a) of the foregoing agreement and referred to as the Schedule 2 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Those portions of the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ), the West half of the Southeast quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$ ) and the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section 3, Township 35 North, Range 6 East, Willamette Meridian, included within the limits of a strip of land of varying widths on either side of the following described center line:

Beginning at a point on the east line of said Section 3, which is North 0° 57' East 1003.2 feet from the Southeast corner thereof, and running thence, with a width of 25 feet on each side, North 65° 39' West 109.3 feet; thence on a 6° curve to the left, 333.5 feet; thence North 85° 39' 30" West 153.5 feet; thence with a width of 87.5 feet on each side, North 85° 39' 30" West 399.3 feet, thence with a width of 25 feet on each side of an 8° curve to the left 220.2 feet; thence South 76° 43' 30" West 163.2 feet; thence on an 8° curve to the right 861.7 feet; thence North 34° 20' 30" West 127.4 feet; thence on an 8° curve to the left 225.4 feet; thence North 52° 22' 30" West 396.4 feet; thence on a 4° curve to the left 193.5 feet; thence North 60° 7' West 788.7 feet; thence on a 14° curve to the left 227.0 feet and thence South 88° 6' West 238.7 feet to a point on the west line of said Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) which is South 0° 41' 45" West 195.9 feet from the Northwest corner thereof.

This right of way has an area of 6.25 acres according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SCHEDULE 2

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That portion of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 2, Township 35 North, Range 6 East, Willamette Meridian, included within the limits of a strip of land 50 feet in width and having 25 feet of such width on each side of the following described center line:

Beginning at a point on the West line of said Section 2, which is North 0° 57' East 1003.2 feet from the Southwest corner thereof and running thence South 65° 39' East 566.1 feet, thence on a 6° curve to the right 188.9 feet, and thence South 54° 19' East 828.2 feet to a point on the East line of the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of said Section 2 which is North 0° 30' East 192 feet, more or less, from the Southeast corner of said subdivision and having an area of 1.82 acres, according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.



SCHEDULE 3 ROAD

The right of way described in Paragraph 1(b) of the foregoing agreement and referred to as the Schedule 3 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at a point on the West line of the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 3, Township 35 North, Range 6 East which is South 0° 41' 45" West, 195.9 feet, more or less, from the Northwest corner thereof; thence Westerly through and across the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of said Section 3; thence Northwesterly through and across the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ), the South half of the Northeast quarter (S $\frac{1}{2}$  NE $\frac{1}{4}$ ), the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ), and the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ) of Section 4, Township 35 North, Range 6 East to a point which is West 401 feet, more or less, from the quarter corner common to Section 4, Township 35 North, Range 6 East and Section 33, Township 36 North, Range 6 East, Willamette Meridian.

SCHEDULE 3

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SCHEDULE 4 ROAD

The right of way described in Paragraph 1(c) of the foregoing agreement and referred to as the Schedule 4 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Beginning at a point which is West 401 feet, more or less, from the quarter corner common to Section 4, Township 35 North, Range 6 East, Willamette Meridian, and to Section 33, Township 36 North, Range 6 East, Willamette Meridian; thence North  $44^{\circ} 30'$  West for 909 feet to the intersection of Scott Paper Company No. 100 and No. 110 Roads; thence South  $46^{\circ} 30'$  West for 368 feet to an angle point to the left of  $14^{\circ}$ ; thence South  $32^{\circ} 30'$  West for 429.6 feet; thence a  $40^{\circ}$  curve to the right for 82.5 feet; thence South  $65^{\circ} 30'$  West for 486.8 feet; thence a  $50^{\circ}$  curve to the left for 82 feet; thence South  $24^{\circ} 30'$  West for 377.2 feet to an angle point to the right of  $6^{\circ}$ ; thence South  $30^{\circ} 30'$  West for 331.7 feet; thence a  $20^{\circ}$  curve to the left for 115 feet; thence South  $7^{\circ} 30'$  West for 324.6 feet; thence a  $40^{\circ}$  curve to the right for 180 feet; thence South  $79^{\circ} 30'$  West for 410.9 feet to an angle point to the left of  $5^{\circ} 30'$ ; thence South  $74^{\circ}$  for 421.1 feet; thence a  $20^{\circ}$  curve to the right for 120 feet; thence North  $82^{\circ}$  West for 141.9 feet; thence a  $30^{\circ}$  curve to the left for 143.3 feet; thence South  $55^{\circ}$  West for 184.8 feet to an angle point to the left of  $15^{\circ}$ ; thence South  $40^{\circ}$  West for 299.7 feet; thence a  $30^{\circ}$  curve to the right for 83.3 feet; thence South  $65^{\circ}$  West for 362.9 feet; thence a  $20^{\circ}$  curve to the right for 150 feet; thence North  $85^{\circ}$  West for 138.2 feet to an angle point to the left of  $8^{\circ}$ ; thence South  $87^{\circ}$  West for 368 feet to an angle point to the right of  $15^{\circ}$ ; thence North  $78^{\circ}$  West for 257.9 feet; thence a  $30^{\circ}$  curve to the left for 120 feet; thence South  $66^{\circ}$  West for 236.7 feet; thence a  $30^{\circ}$  curve to the right for 100 feet; thence North  $84^{\circ}$  West for 57.5 feet; thence a  $40^{\circ}$  curve to the left for 237.5 feet; thence South  $1^{\circ}$  West for 118.5 feet; thence a  $30^{\circ}$  curve to the right for 176.7 feet; thence South  $54^{\circ}$  West for 402.8 feet to an angle point to the left of  $8^{\circ}$ ; thence South  $46^{\circ}$  West for



182 feet; thence a 30° curve to the right for 103.3 feet; thence South 77° West for 390.9 feet; thence a 30° curve to the right for 153.3 feet; thence North 57° West for 138.5 feet; thence a 40° curve to the left for 67.5 feet; thence North 84° West for 225.6 feet; thence a 40° curve to the left for 72.5 feet; thence South 67° West for 238 feet to an angle point to the right of 17°; thence South 84° West for 120 feet (which point is North 1766 feet from Section Corner 5, 6, 7 and 8, Township 35 North, Range 6 East, Willamette Meridian); thence a 24° curve to the left for 108.3 feet; thence South 58° West for 141.8 feet; thence a 24° curve to the right for 108.3 feet; thence South 84° West for 681.9 feet to an angle point to the right of 17°; thence North 79° West for 830 feet to an angle point to the right of 17°; thence North 62° West for 162.8 feet; thence a 30° curve to the left for 143.3 feet; thence South 75° West for 162.8 feet to an angle point to the right of 12°; thence South 87° West for 612.7 feet; thence a 16° curve to the right for 175 feet; thence North 65° West for 165.7 feet to an angle point to the left of 14°; thence North 79° West for 897.3 feet; thence a 24° curve to the right for 137.5 feet; thence North 46° West for 31.2 feet; thence a 70° curve to the left for 62.8 feet; thence West for 147.6 feet; thence a 70° curve to the left for 100 feet; thence a 70° curve to the right for 105.7 feet; thence North 86° West for 208.3 feet to an angle point of 18° to the left; thence South 76° West for 489 feet to an angle point of 15° to the left; thence South 61° West for 208.6 feet; thence a 20° curve to the right for 140.1 feet; thence South 89° 01' West for 291.1 feet to a point on the West line of Section 6 which is North 1964.6 feet from the Section Corner which is common to Sections 1 and 12, Township 35 North, Range 5 East, Willamette Meridian and Sections 6 and 7, Township 35 North, Range 6 East, Willamette Meridian.

SCHEDULE 4

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SCHEDULE 5 ROAD

The right of way described in Paragraph 2 (b) of the foregoing agreement and referred to as the Schedule 5 Road is located as follows in the County of Skagit, State of Washington, to-wit:

Those portions of Government Lots 2, 3 and 4, South half of the Northwest quarter ( $S\frac{1}{2}$  NW $\frac{1}{4}$ ), Southwest quarter of the Northeast quarter ( $SW\frac{1}{4}$  NE $\frac{1}{4}$ ), and the North half of the Southeast quarter ( $N\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section 1, Township 35 North, Range 5 East, Willamette Meridian, included within the limits of three strips of land 60 feet in width and having 30 feet of such width on each side of the following described center lines:

Beginning at a point on the east line of said Section 1 which is North 1964.6 feet from the Southeast corner thereof and running thence North  $89^{\circ}$  West 348.0 feet, thence North  $87^{\circ}$  West 266.7 feet, thence on a  $5^{\circ}$  curve to the right 680 feet, thence North  $53^{\circ}$  West 16.8 feet, thence on a  $25^{\circ}$  curve to the left 132.0 feet, thence North  $86^{\circ}$  West 91.1 feet, thence on a  $5^{\circ}$  curve to the right 320.0 feet, thence North  $70^{\circ}$  West 66.6 feet, thence on a  $15^{\circ}$  curve to the right 473.3 feet, thence North  $1^{\circ}$  East 42.3 feet, thence on a  $20^{\circ}$  curve to the right 175.0 feet, thence North  $36^{\circ}$  East 6.5 feet, thence on a  $45^{\circ}$  curve to the left 304.4 feet, thence South  $79^{\circ}$  West 210.2 feet, thence on a  $30^{\circ}$  curve to the right 186.7 feet, thence North  $45^{\circ}$  West 35.4 feet, thence on a  $50^{\circ}$  curve to the left 96.0 feet, thence South  $87^{\circ}$  West 83.4 feet, thence on a  $10^{\circ}$  curve to the right 170.0 feet, thence North  $76^{\circ}$  West 484.4 feet, thence North  $70^{\circ}$  West 257.7 feet, thence on a  $30^{\circ}$  curve to the right 200.0 feet, thence North  $10^{\circ}$  West 7.20 feet, thence on a  $45^{\circ}$  curve to the left 160.0 feet, thence North  $82^{\circ}$  West 312.3 feet, thence on a  $15^{\circ}$  curve to the right 186.7

feet, thence North 54° West 120.8 feet, thence on a 20° curve to the left 270.0 feet, thence South 72° West 145.1 feet, thence on a 30° curve to the right 123.3 feet, thence North 71° West 24.3 feet, thence on a 20° curve to the left 150.0 feet, thence South 79° West 61.8 feet, thence on a 45° curve to the right 97.8 feet and thence North 57° West 19.1 feet to a point on the West line of said Section 1 which is South 0° 15' West 1377.8 feet from the Northwest corner thereof and containing an area of 8.71 acres; also

Beginning at a point on the North line of said Section 1 which is East 423.7 feet from the Northwest corner thereof, said point being a point on a 20° curve to the right, the tangent to said curve at said point bears South 35° 45' East, and running thence on said 20° curve to the right 253.7 feet, thence South 15° West 48.7 feet, thence on a 45° curve to the left 248.9 feet, thence North 83° East 181.2 feet, thence South 87° East 295.0 feet, thence North 89° East 400.0 feet, thence South 87° East 420 feet, thence South 82° East 536.9 feet, thence on a 15° curve to the left 220.0 feet, thence North 65° East 414.3 feet, thence on a 30° curve to the right 130.0 feet, thence South 76° East 11.0 feet, thence on a 30° curve to the left 136.7 feet, thence North 63° East 491.5 feet, thence on a 15° curve to the right 306.7 feet to a point on the West line of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 1 which is South 0° 04' West 40.8 feet from the Northwest corner of the Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$  NE $\frac{1}{4}$ ) of said Section 1, the tangent of said curve at said point bears North 79° 28' 11" West containing an area of 5.49 acres; also

Beginning at a point on the north line of said Section 1 which is east 1125.5 feet from the Northwest corner thereof and running thence South 7.5 feet, thence on a 20° curve to the right 425.0 feet, thence South 85° West 86.5 feet, thence on a 60° curve to the left 98.3 feet, thence South 26° West 64.9 feet and thence on a 100° curve to the right 57.0 feet to a point on the center line of the above description and the end of this center line description and containing an area of 1.02 acres; also

SCHEDULE 5

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Those portions of Government Lot 1 and the Southeast quarter of the Northeast quarter ( $SE\frac{1}{4}$   $NE\frac{1}{4}$ ) of Section 2, Township 35 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the East line of said Section 2 which is South  $0^{\circ} 15'$  West 1377.8 feet from the Northeast corner thereof and running thence North  $57^{\circ}$  West 217.2 feet, thence on a  $20^{\circ}$  curve to the right 280 feet, thence North  $1^{\circ}$  West 376.2 feet, thence on a  $25^{\circ}$  curve to the right 88 feet, thence North  $21^{\circ}$  East 236.7 feet, thence on a  $40^{\circ}$  curve to the left 125 feet, thence North  $29^{\circ}$  West 133.2 feet, and thence North  $21^{\circ}$  West 110.5 feet to a point on the north line of said Section 2 which is West 337.98 feet from the Northeast corner thereof, containing an area of 2.16 acres; also

That portion of the Southeast quarter of the Southeast quarter ( $SE\frac{1}{4}$   $SE\frac{1}{4}$ ) of Section 35, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the South line of said Section 35 which is South  $89^{\circ} 39'$  West 337.98 feet from the Southeast corner thereof and running thence North  $21^{\circ}$  West 267.5 feet, thence on a  $105^{\circ}$  curve to the right 160.0 feet, thence South  $33^{\circ}$  East 78.9 feet, thence on a  $35^{\circ}$  curve to the left 208.6 feet, and thence North  $74^{\circ}$  East 117.2 feet to a point on the East line of said Section 35 which is North  $0^{\circ} 01'$  West 196.9 feet from the Southeast corner thereof, containing an area of 1.14 acres; also

That portion of the Southwest quarter of the Southwest quarter ( $SW\frac{1}{4}$   $SW\frac{1}{4}$ ) of Section 36, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the West line of said Section 36 which is North  $0^{\circ} 01'$  West 196.9 feet from the Southwest



corner thereof and running thence North 74° East 4.4 feet, thence on a 20° curve to the right, 280 feet, thence South 50° East 140.2 feet, and thence on a 20° curve to the right 71.3 feet to a point on the South line of said Section 36 which is North 89° 47' East 423.7 feet from the Southwest corner thereof, the tangent to said curve at said point bears South 35° 45' East, containing an area of 0.68 acres.

This Schedule 5 Road contains a total area of 19.20 acres as shown on the plats thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SCHEDULE 5

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SCHEDULE 7 ROAD

The right of way described in Paragraph 2(c) of the foregoing agreement and referred to as the Schedule 7 Road is located as follows in the County of Skagit, State of Washington, to-wit:

That portion of the West half of the Southwest quarter ( $W\frac{1}{2}$   $SW\frac{1}{4}$ ) and the Southwest quarter of the Northwest quarter ( $SW\frac{1}{4}$   $NW\frac{1}{4}$ ) of Section 36, Township 36 North, Range 5 East, Willamette Meridian, included within the limits of a strip of land 60 feet in width, having 30 feet of such width on each side of the following described center line:

Beginning at a point on the South line of Section 36, Township 36 North, Range 5 East, Willamette Meridian, which is North  $89^{\circ} 47'$  East 1125.49 feet from the Southwest corner of said Section 36; thence North 172.7 feet; thence on a  $10^{\circ}$  curve to the left, 185.0 feet; thence North  $18^{\circ} 30'$  West 226.1 feet; thence on a  $10^{\circ}$  curve to the left, 335.0 feet; thence North  $52^{\circ}$  West 89.2 feet; thence on a  $40^{\circ}$  curve to the right, 175.0 feet; thence North  $18^{\circ}$  East 97.4 feet; thence on a  $20^{\circ}$  curve to the left, 200.0 feet; thence North  $22^{\circ}$  West 85.3 feet; thence on a  $50^{\circ}$  curve to the right, 83.0 feet; thence North  $19^{\circ} 30'$  East 53.2 feet; thence on a  $60^{\circ}$  curve to the left 120.8 feet; thence North  $53^{\circ}$  West 198.4 feet; thence on a  $40^{\circ}$  curve to the right, 97.5 feet; thence North  $14^{\circ}$  West 74.4 feet; thence on a  $50^{\circ}$  curve to the right, 89.0 feet; thence North  $30^{\circ} 30'$  East 56.9 feet; thence on a  $40^{\circ}$  curve to the left 91.3 feet; thence North  $6^{\circ}$  West 57.0 feet; thence on a  $40^{\circ}$  curve to the right, 81.3 feet; thence North  $26^{\circ} 30'$  East 207.1 feet; thence on a  $20^{\circ}$  curve to the left, 227.5 feet; thence North  $19^{\circ}$  West 141.1 feet; thence on a  $10^{\circ}$  curve to the left, 195.0 feet; thence North  $38^{\circ} 30'$  West 309.9 feet; thence on a  $40^{\circ}$  curve to the left, 162.5 feet; thence South  $76^{\circ} 30'$  West 171.0 feet to a point on the West line of said Section 36 which is North  $0^{\circ} 01'$  West 614.70 feet from the West quarter corner of said Section 36 and containing an area of 5.49 acres.

SCHEDULE 7

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EXHIBIT B

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

MINIMUM ROAD STANDARDS (WEST OF CASCADES)

Specifications for 10' Spur Road

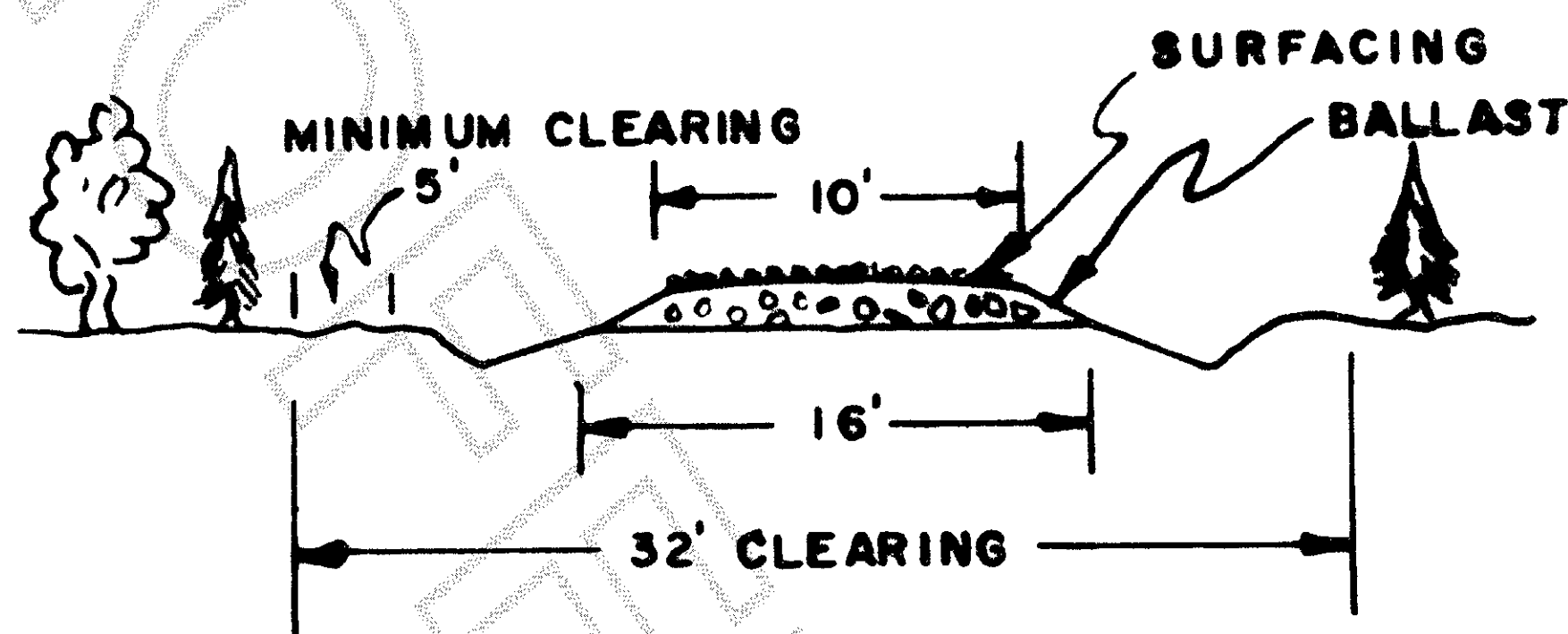
- CLEARING & GRUBBING:** Fall minimum width of 5 ft. beyond slope stakes, or a minimum of 32 ft. of width, 16 ft. on each side of center line. Fall danger snags and leaners as directed. All cull logs, slash and debris shall be burned within the right-of-way or if granted authority in writing by the State, scattered outside of cleared right-of-way. If burned, burning shall be done at such time and in such a manner as directed, in writing, by the State. All stumps that fall within two feet of cut slopes or finished subgrade shall be removed.
- DRAINAGE:** Culverts shall be of an approved permanent type and size, laid on a uniform grade line to conform with the flow line of the creek. Culverts will be long enough to remain continuously open and protect fills and slope banks; to be placed as designed or surveyed.
- GRADING:** Grade will follow center line and comply with gradient and curvature as surveyed. Back slopes shall be 1 to 1 in common earth,  $3/4$  to 1 in hardpan and soft rock, and  $1/4$  to 1 in solid rock. Fill slopes shall be  $1-1/2$  to 1. Ditches shall be 2 to 1 on roadside and a minimum depth of 1 ft. The width of subgrades shall be 16 ft., plus 2 ft. for ditch. The maximum favorable grade shall be plus 15%. A maximum adverse grade shall be minus 7%.
- BALLAST:** Ballast shall be of an approved type and compacted throughout. Entire width of subgrade as shown on attached plat shall be ballasted to minimum depth of \_\_\_\_\_ inches under the surface portion of the road.
- SURFACING:** Surfacing shall be of an approved type and shall have a minimum depth of \_\_\_\_\_ inches and width of 10 ft.
- TURNOUTS:** Turnouts shall be a minimum length of 150 ft. and a usable width of 10 ft. Turnouts will be inter-visible and/or a maximum distance of 1,000 ft.
- SWITCHBACKS:** Switchbacks to have a minimum radius of 60 ft. and a maximum grade of 7% for 50 ft. before start of curve, through curve and 50 ft. beyond end of curve. Surface will be 4 ft. wider than normal. All other curves will have a minimum radius of 60 ft.

Any deviations from the above specifications to be approved in writing by the Commissioner of Public Lands or by such officer as he may designate.

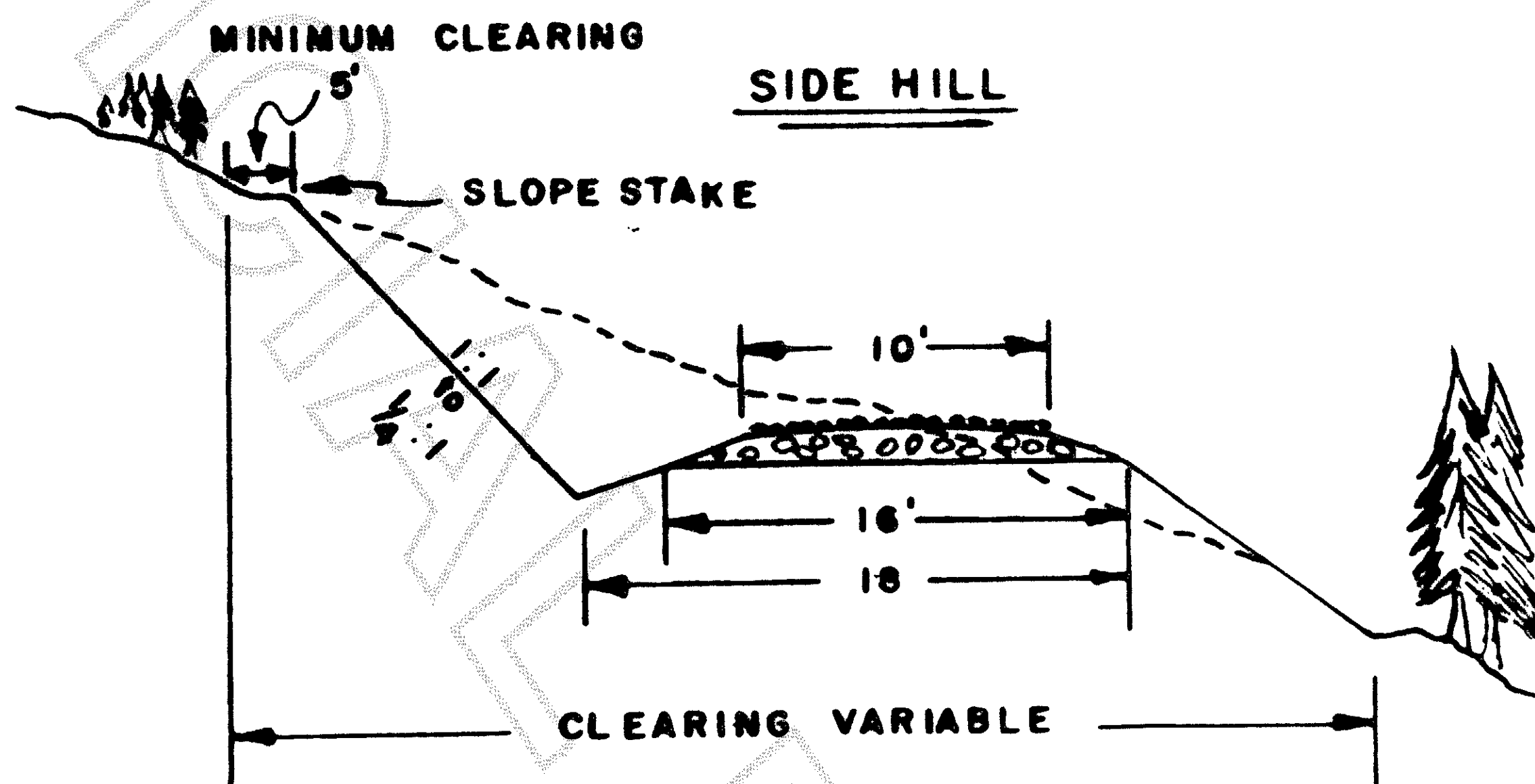


STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES  
MINIMUM ROAD STANDARDS (WEST OF CASCADES)  
SPECIFICATIONS FOR 10 FOOT SPUR ROAD

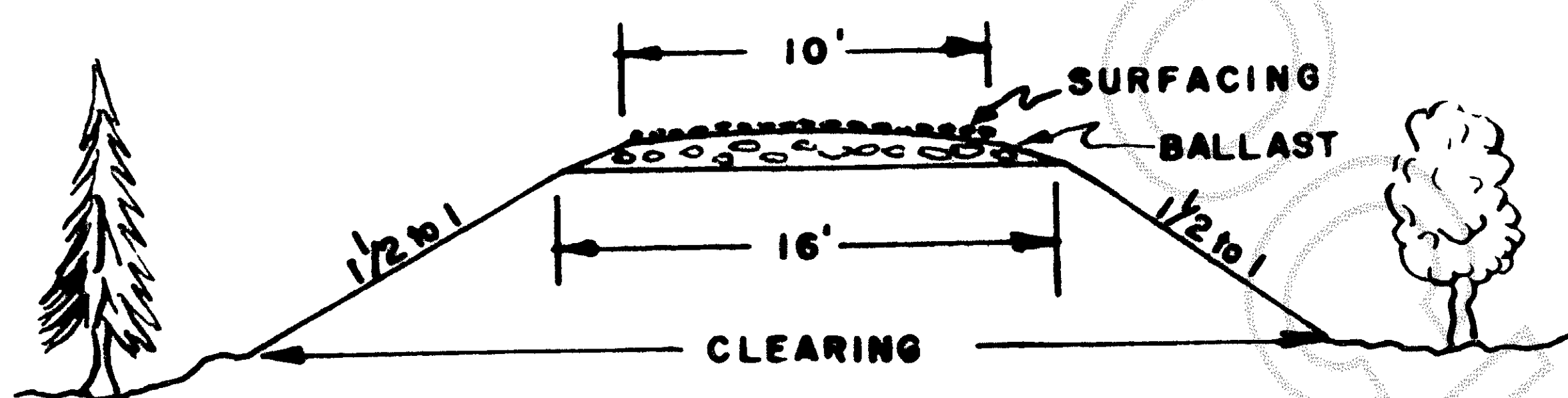
TURNPIKE



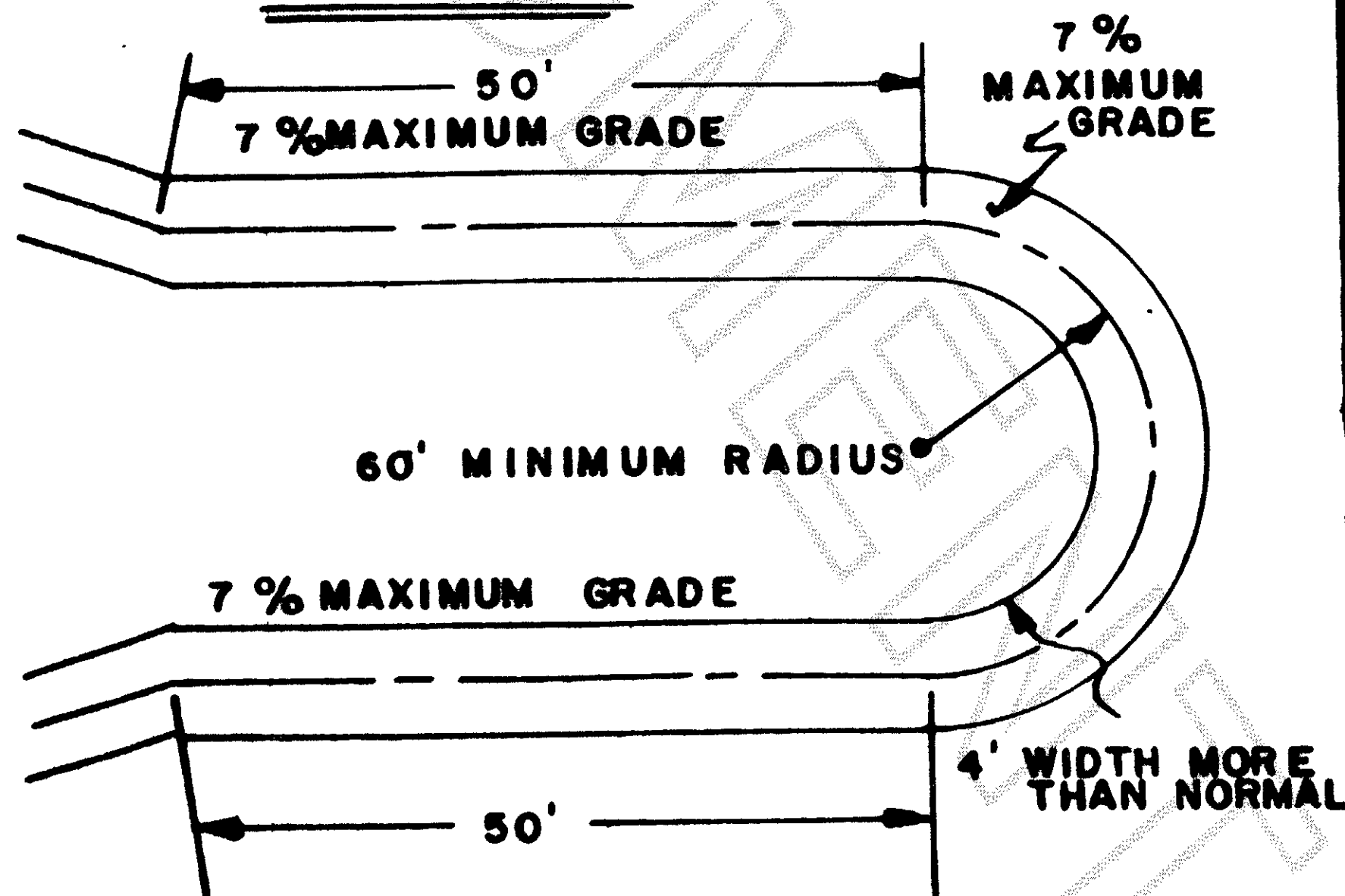
FINISHED GRADE SHALL  
HAVE MINIMUM CROWN  
OF  $\frac{1}{2}$ " TO 1"



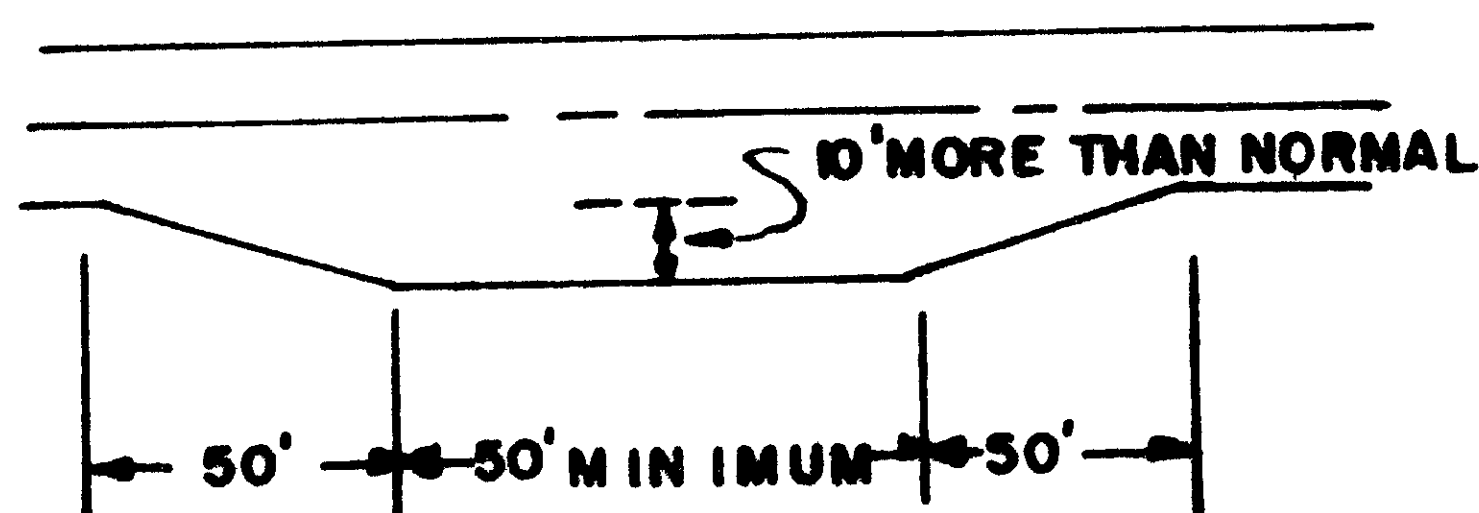
FILL SECTION



SWITCHBACK



TURNOUT





R5E  
R6E

T36N  
T35N

