

RETURN DOCUMENT TO:

TRILLIUM CORPORATION  
ATTN: RANDY BARTELT  
4350 CORDATA PARKWAY  
BELLINGHAM, WA 98226



200810300106

Skagit County Auditor

10/30/2008 Page 1 of 13 2:30PM

DOCUMENT TITLE: EASEMENT AGREEMENT

RELATED DOCUMENT: N/A

GRANTOR: TRILLIUM CORPORATION, a Washington corporation

GRANTEE: MICHAEL T. CRAWFORD & DIANNE M. CRAWFORD, husband and wife, MARK D. CRAWFORD & NANCY L. CRAWFORD, husband and wife, TIMOTHY KITTILSBY & LISA J. KITTILSBY, husband and wife, WALTER F. MILES & WHITNEY MILES, husband and wife; CENTENNIAL RESOURCES, LLC, a Washington limited liability company

ABBREVIATED LEGALS: PTN OF N $\frac{1}{2}$  NW $\frac{1}{4}$  S13 T35N R6E W.M.

S $\frac{1}{2}$  OF NE $\frac{1}{4}$  AND ALL OF SE $\frac{1}{4}$ , AND E $\frac{1}{2}$  OF SE $\frac{1}{4}$  OF SW $\frac{1}{4}$ , S12 T35N R6E W.M.

(Additional Legals Located on Pages 9-10 of Document.)

ASSESSOR'S TAX PARCEL NOS.: P41109 / 350613-0-010-0014, P41083 / 350612-1-002-0005; P41096 / 350612-4-001-0000, P41097 / 350612-4-002-0009, P41098 / 350612-4-003-0008 and P99316 / 350612-3-004-0200, P100037 / 350612-3-004-0300, P99310 / 350612-3-003-0200, P100039 / 350612-3-003-0300

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 9<sup>th</sup> day of October, 2008, by and between **Trillium Corporation**, a Washington corporation ("Grantor"), and **Michael T. Crawford and Dianne M. Crawford**, husband and wife, **Mark D. Crawford and Nancy L. Crawford**, husband and wife, **Timothy Kittilsby and Lisa J. Kittilsby**, husband and wife, and **Walter F. Miles and Whitney Miles**, husband and wife; and **Centennial Resources, LLC**, a Washington limited liability company ("Grantee").

## RECITALS

A. Grantor is the owner of certain real property located in Section 13, Township 35 North, Range 6 East of W.M., Skagit County, Washington as more specifically described on the attached Exhibit A (the "Burdened Property").

B. Grantee is the owner of certain real property located in Section 12, Township 35 North, Range 6 East of W.M.; Skagit County, Washington as more specifically described on the attached Exhibit B (the "Benefited Property").

C. Subject to the terms and conditions contained in this Agreement, Grantor desires to grant an easement over a portion of the Burdened Property to Grantee (the "Easement").

D. Capitalized terms shall have the meanings ascribed to them herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor does hereby grant, bargain, sell, convey, transfer and deliver unto Grantee and Grantee's successors and assigns, a nonexclusive "Easement" for the purpose of ingress, egress, roadway and utilities over, under, along, across and through the "Easement Area" as defined herein, and all reasonable uses incidental thereto. The Easement Area is described on the attached Exhibit C and is depicted on the map attached as Exhibit D.

2. Consideration. The consideration for this Easement is Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged. Grantee shall be responsible for all costs associated with the recording of the Easement Agreement in the records of Skagit County, Washington.

3. Duration of Easement. The Easement herein granted shall be perpetual in duration and is given by Grantor to Grantee, and to its successors and assigns, forever.

4. Cost of Construction and Maintenance. Each party using the roadway shall pay its proportionate share of any maintenance costs over the Easement Area that corresponds to the relative amount of use of the roadway by such party. Grantor and Grantee, or their successors and assigns, shall agree upon the allocation of responsibility for said costs prior to undertaking maintenance (including appropriate dust control measures). Each party using any portion of the road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

5. Indemnity. Grantee shall indemnify and hold harmless Grantor from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or



resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement or in connection with the use of the Easement by Grantee or its employees, agents, licensees, contractors or invitees, unless such loss, damage, liability or expense is proximately caused by Grantor or its employees, agents, licensees, contractors or invitees.

6. Attorneys' Fees. If it shall be necessary for either Grantor or Grantee to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

7. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 30 2008

Amount Paid \$  
Skagit Co. Treasurer

By

mf



200810300106  
Skagit County Auditor

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

TRILLIUM CORPORATION, a  
Washington corporation

Randy R. Bartelt  
By: RANDY R. BARTELT  
Its: FORESTER

Centennial Resources, LLC  
A Washington limited liability company

Michael T. Crawford  
By: MICHAEL T. CRAWFORD  
Its: CHIEF EXECUTIVE OFFICER

Michael T. Crawford  
Michael T. Crawford

Dianne M. Crawford  
Dianne M. Crawford

Mark D. Crawford  
Mark D. Crawford

Nancy L. Crawford  
Nancy L. Crawford

Timothy Kittilsby  
Timothy Kittilsby

Lisa J. Kittilsby  
Lisa J. Kittilsby

Walter F. Miles  
Walter F. Miles

Whitney Miles  
Whitney Miles

STATE OF WASHINGTON )

) ss.

COUNTY OF WHATCOM )

On this 9<sup>th</sup> day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy R. Bartelt, to me known to be the Forester/Silviculture Manager of Trillium Corporation, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of such corporation.

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



Valorie Handerson

{Print Name} Valorie Handerson  
Notary Public in and for the State of  
Washington. My commission expires: 8/30/12

STATE OF WASHINGTON )

) ss.

COUNTY OF WHATCOM )

On this 18<sup>th</sup> day of Oct., 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Crawford to me known to be the Chief executive off. of Cenennial Resources, LLC, and acknowledged the foregoing instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the foregoing instrument on behalf of such limited liability company.

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



Kimberly J. Hanna

{Print Name} Kimberly J. Hanna  
Notary Public in and for the State of  
Washington. My commission expires: 7/9/11

STATE OF WASHINGTON )

) ss

EASEMENT AGREEMENT - 5



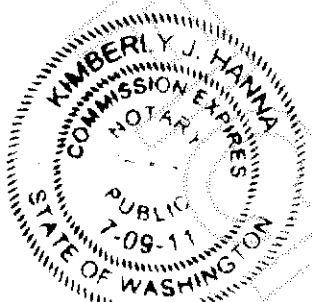
200810300106  
Skagit County Auditor

10/30/2008 Page 5 of 13 2:30PM

COUNTY OF Skagit )

On this 18th day of Oct., 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael T. Crawford, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Kimberly J. Hanna  
{Print Name} Kimberly J. Hanna  
Notary Public in and for the State of  
Washington. My commission expires: 7/9/11

STATE OF WASHINGTON )  
COUNTY OF Skagit ) ss.

On this 18th day of Oct., 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dianne M. Crawford, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Kimberly J. Hanna  
{Print Name} Kimberly J. Hanna  
Notary Public in and for the State of  
Washington. My commission expires: 7/9/11



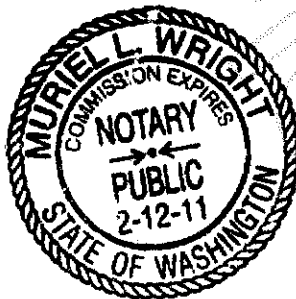
STATE OF WASHINGTON )

COUNTY OF Snohomish )

ss.

On this 21 day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark D. Crawford, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Muriel L. Wright  
{Print Name} Muriel L. Wright  
Notary Public in and for the State of  
Washington. My commission expires: 2/12/2011

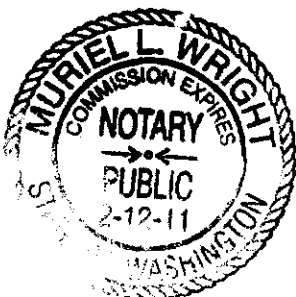
STATE OF WASHINGTON )

COUNTY OF Snohomish )

ss.

On this 21 day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Nancy L. Crawford, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Muriel L. Wright  
{Print Name} Muriel L. Wright  
Notary Public in and for the State of  
Washington. My commission expires: 2/12/2011



200810300106  
Skagit County Auditor

10/30/2008 Page 7 of 13 2:30PM

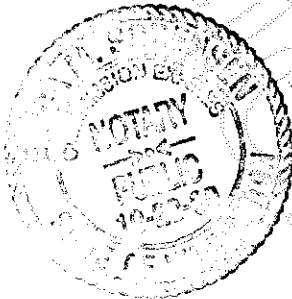
STATE OF WASHINGTON

COUNTY OF King

)  
) ss.  
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On this 21<sup>st</sup> day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Timothy Kittilsby, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Erica M. Sorensen

{Print Name} Erica M. Sorensen  
Notary Public in and for the State of  
Washington. My commission expires: 10-20-09

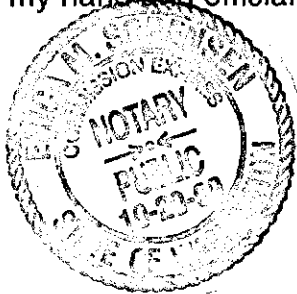
STATE OF WASHINGTON

COUNTY OF King

)  
) ss.  
)

On this 21<sup>st</sup> day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Lisa J. Kittilsby, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Erica M. Sorensen

{Print Name} Erica M. Sorensen  
Notary Public in and for the State of  
Washington. My commission expires: 10-20-09



200810300106  
Skagit County Auditor

10/30/2008 Page 8 of 13 2:30PM

STATE OF WASHINGTON

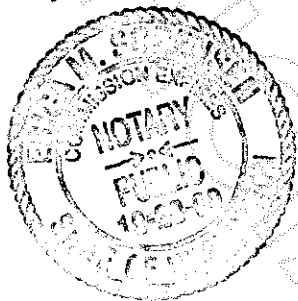
COUNTY OF

King

)  
) ss.  
)

On this 27<sup>th</sup> day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter F. Miles, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Erica M. Sorensen

{Print Name} Erica M. Sorensen

Notary Public in and for the State of

Washington. My commission expires: 10-20-09

STATE OF WASHINGTON

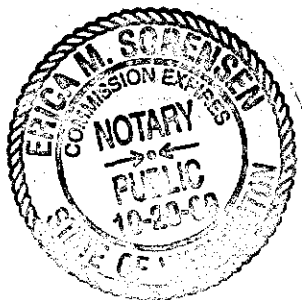
COUNTY OF

King

)  
) ss.  
)

On this 27<sup>th</sup> day of October, 2008, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Whitney Miles, known to me to be the individual named in and who executed the foregoing document, and acknowledged to me that she signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Erica M. Sorensen

{Print Name} Erica M. Sorensen

Notary Public in and for the State of

Washington. My commission expires: 10-20-09



200810300106

Skagit County Auditor

10/30/2008 Page

9 of

13 2:30PM

**EXHIBIT A**

**TRILLIUM BURDENED PROPERTY**

**P41109 / 350613-0-010-0014**

THE NORTH 50 FEET OF THE WEST 924 FEET AND THE NORTH 75 FEET OF THE EAST 924 FEET OF THE WEST 1848 FEET, ALL IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 35 NORTH, RANGE 6 EAST; ALSO THAT PORTION OF THE NORTHWEST QUARTER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF SAID SECTION 13, 1848 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG SAID NORTH BOUNDARY LINE 350 FEET; THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 75 FEET SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 75 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR HIGHWAY BY DEED RECORDED JANUARY 14, 1958 UNDER AUDITOR'S FILE NO. 560643, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN SKAGIT COUNTY, WASHINGTON.



200810300106  
Skagit County Auditor

10/30/2008 Page 10 of 13 2:30PM

**EXHIBIT B**

**CRAWFORD BENEFITED PROPERTY**

**P41083 / 350612-1-002-0005  
P41096 / 350612-4-001-0000  
P41097 / 350612-4-002-0009  
P41098 / 350612-4-003-0008  
P99316 / 350612-3-004-0200  
P100037 / 350612-3-004-0300  
P99310 / 350612-3-003-0200  
P100039 / 350612-3-003-0300**

**THE SOUTH ½ OF THE NORTHEAST ¼ AND THE SOUTHEAST ¼ OF SECTION 12,  
TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.**

**THE EAST ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 12,  
TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.**

**SITUATE IN SKAGIT COUNTY, WASHINGTON.**



**200810300106  
Skagit County Auditor**

**10/30/2008 Page 11 of 13 2:30PM**

**EXHIBIT C**  
**EASEMENT AREA**

Commencing at the Northwest corner of said Section 13; thence along the North line of said Section 13, South 88°14'59" East, 173.29 feet to the True Point of Beginning; thence South 02°02'57" West, 39.82 feet to the Northerly margin of said State of Washington Highway 20, said point being on a spiral curve concave to the South; thence following said Northerly margin along said spiral curve, a chord bearing South 87°40'55" East, 57.92 feet to the beginning of a curve to the right, the center of which bears South 02°49'02" West, 3,869.72 feet; thence following said Northerly margin, along said curve, through a central angle of 01°45'01" East, 42.77 feet to the North line of said Section 13, thence along said North line, North 88°14'59" West, 139.13 feet to the Point of Beginning.

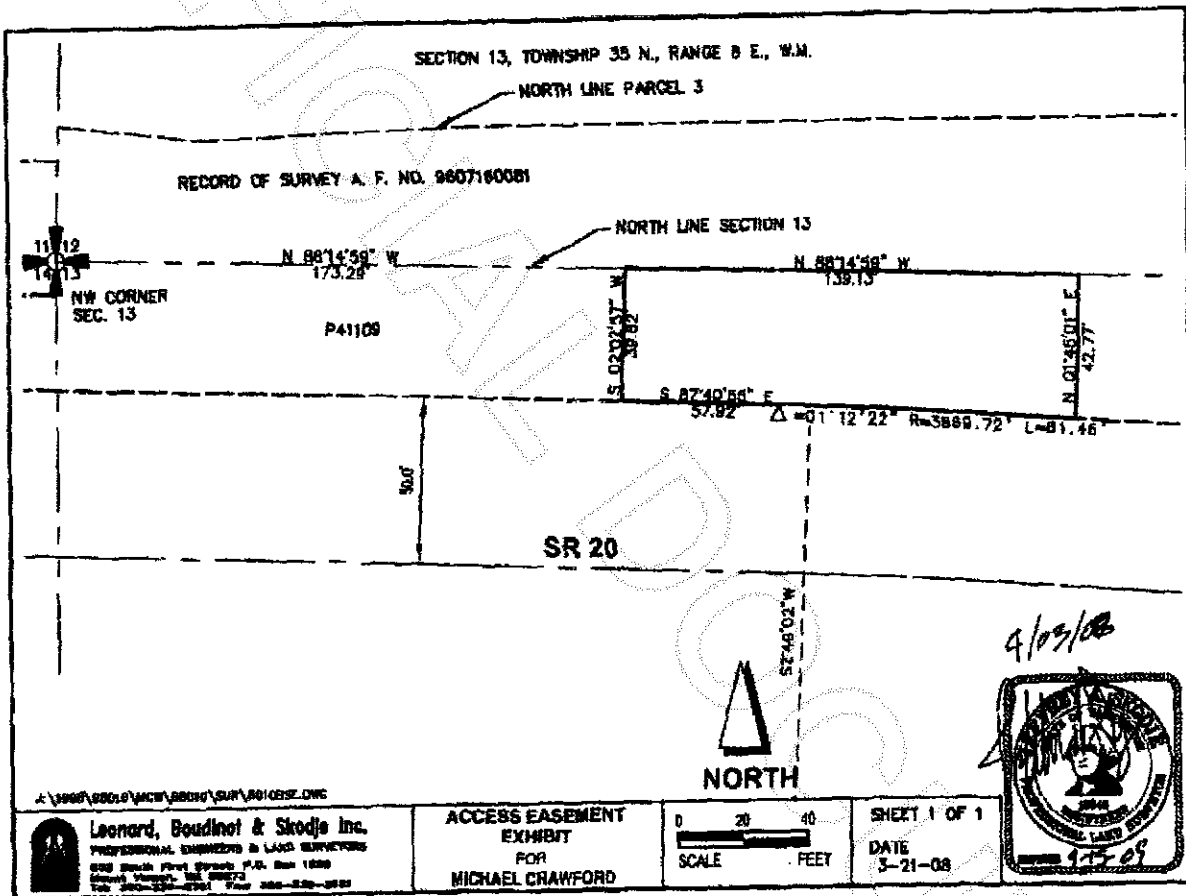


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Skagit County Auditor

10/30/2008 Page 12 of 13 2:30PM

# EXHIBIT D



200810300106  
Skagit County Auditor