



200811060104

Skagit County Auditor

11/6/2008 Page 1 of 30 3:26PM

AFTER RECORDING, RETURN TO:

Christopher C. Criglow
Perkins Coie LLP
1120 NW Couch Street, Tenth Floor
Portland, OR 97209

CHICAGO TITLE CO.

1C46749

STATUTORY BARGAIN AND SALE DEED COVER SHEET

[SKAGIT COUNTY]

Reference numbers of related documents:

N/A

Grantor(s):

MID-VALLEY RESOURCES, INC.

Grantee(s):

LONGVIEW TIMBERLANDS LLC

Abbreviated Legal Description:

Ptn of Sec 7, T 33 N, R 6 E
 All of Sec 8, T 33 N R 6 E
 All of Sec 9, T 33 N, R 6 E
 All of Sec 10, T 33 N, R 6 E
 All of Sec 11, T 33 N, R 6 E
 All of Sec 12, T 33 N, R 6 E
 All of Sec 13, T 33 N, R 6 E
 All of Sec 14, T 33 N, R 6 E
 All of Sec 15, T 33 N, R 6 E
 All of Sec 17, T 33 N, R 6 E
 Ptn of Sec 20, T 33 N, R 6 E
 Ptn of Sec 21, T 33 N, R 6 E
 Ptn of Sec 22, T 33 N, R 6 E
 Ptn of Sec 23, T 33 N, R 6 E
 Ptn Sec 26, T 33 N, R 6 E
 Ptn of Sec 27, T 33 N, R 6 E
 GL 1 Sec 35, T 33 N, R 6 E
 All of Sec 1, T 33 N, R 7 E
 All of Sec 2, T 33 N, R 7 E
 All of Sec 3, T 33 N, R 7 E
 All of Sec 4, T 33 N, R 7 E
 All of Sec 5, T 33 N, R 7 E
 Ptn of Sec 7, T 33 N, R 7 E
 Ptn of Sec 7, T 33 N, R 7 E
 Ptn of Sec 8, T 33 N, R 7 E
 Ptn of Sec 9, T 33 N, R 7 E
 Ptn of Sec 9, T 33 N, R 8 E
 All of Sec 10, T 33 N, R 7 E
 All of Sec 11, T 33 N, R 7 E
 Ptn of Sec 12, T 33 N, R 7 E

Ptn of Sec 13, T 33 N, R 7 E
 Ptn of Sec 14, T 33 N, R 7 E
 All of Sec 15, T 33 N, R 7 E
 All of Sec 17, T 33 N, R 7 E
 All of Sec 18, T 33 N, R 7 E
 Ptn of Sec 19, T 33 N, R 7 E
 Ptn of Sec 21, T 33 N, R 7 E
 Ptn of Sec 22, T 33 N, R 7 E
 All of Sec 23, T 33 N, R 7 E
 Ptn of Sec 24, T 33 N, R 7 E
 Ptn of Sec 25, T 33 N, R 7 E
 Ptn of Sec 26, T 33 N, R 7 E
 Ptn of Sec 25, T 34 N, R 5 E
 All of Sec 21, T 34 N, R 6 E
 All of Sec 22, T 34 N, R 6 E
 Ptn of Sec 23, T 34 N, R 6 E
 Ptn of Sec 24, T 34 N, R 6 E
 Ptn of Sec 26, T 34 N, R 6 E
 All of Sec 27, T 34 N, R 6 E
 All of Sec 28, T 34 N, R 6 E
 Ptn of Sec 29, T 34 N, R 6 E
 All of Sec 30, T 34 N, R 6 E
 GL 4, 5, 6 & 7 Sec 31, T 34 N, R 6 E
 All of Sec 32, T 34 N, R 6 E
 All of Sec 33, T 34 N, R 6 E
 All of Sec 34, T 34 N, R 6 E
 Ptn of Sec 35, T 34 N, R 6 E
 Ptn of Sec 25, T 34 N, R 7 E
 Ptn of Sec 27, T 34 N, R 7 E
 Ptn of Sec 34, T 34 N, R 7 E
 All of Sec 35, T 34 N, R 7 E

Ptn of Sec 36, T 34 N, R 7 E
 Ptn of Sec 29, T 34 N, R 8 E
 Ptn of Sec 30, T 34 N, R 8 E
 GL 2 Sec 23, T 35 N, R 6 E
 GL 5, 6, 8, 9 & 10 Sec 24, T 35 N, R 6 E
 All of Sec 25, T 35 N, R 6 E
 Ptn of Sec 26, T 35 N, R 6 E
 GL 4 Sec 19, T 35 N, R 7 E
 GL 7 & 10 Sec 21, T 35 N, R 7 E
 Ptn of Sec 23, T 35 N, R 7 E
 Ptn of Sec 24, T 25 N, R 7 E
 All of Sec 25, T 35 N, R 7 E
 Ptn of Sec 26, T 35 N, R 7 E
 Ptn of Sec 35, T 35 N, R 7 E
 Ptn of Sec 17, T 35 N, R 8 E
 GL 4 Sec 18, T 35 N, R 8 E
 All of Sec 19, T 35 N, R 8 E
 Ptn of Sec 20, T 35 N, R 8 E
 Ptn of Sec 21, T 35 N, R 8 E
 Ptn of Sec 29, T 35 N, R 8 E
 All of Sec 30, T 35 N, R 8 E
 All of Sec 31, T 35 N, R 8 E
 Ptn of Sec 32, T 35 N, R 8 E
 Lot 2 of SP No. 48-89
 Ptn of Tract C LC No 1, V5 of P, Pgs 37-43
 Tracts A, B & C LC No 2, V-5 of P, Pg 49
 Tract A LC No 3, V 6 of P, Pgs 26-31

Additional Legal Description is on Exhibit A of the Deed.

330407-1-001-0005 - see page 2 for all numbers.

CONTINUED FROM PAGE 1

STATUTORY BARGAIN AND SALE DEED COVER SHEET

Reference numbers of related documents:

N/A

Grantor(s):

MID-VALLEY RESOURCES, INC.

Grantee(s):

LONGVIEW TIMBERLANDS LLC

Assessor's Property Tax Parcel Account Number(s):

330607-1-001-0005	330723-1-001-0004	350625-2-002-0008
330608-1-001-0004	330723-4-001-0008	350625-2-003-0007
330609-1-001-0003	330724-1-001-0003	350625-3-001-0007
330610-1-001-0000	330724-3-002-0008	350625-3-002-0006
330610-3-002-0005	330725-2-001-0000	350625-4-001-0005
330611-1-001-0009	330726-1-001-0001	350625-4-002-0004
330612-1-001-0008	340525-1-001-0003	350626-1-001-0000
330612-1-003-0006	340621-1-001-0006	350626-1-002-0009
330613-1-001-0007	340622-1-001-0005	350626-2-001-0008
330614-1-001-0006	340623-1-001-0004	350719-3-001-0012
330614-1-002-0005	340624-1-001-0100	350721-4-001-0016
330614-4-001-0000	340626-2-001-0009	350723-3-002-0015
330615-0-001-0007	340626-3-002-0006	350724-1-001-0019
330615-1-002-0004	340627-1-001-0000	350725-1-001-0026
330617-1-001-0003	340628-1-001-0009	350726-1-001-0017
330620-1-001-0008	340629-2-001-0006	350735-1-002-0015
330621-2-001-0005	340630-1-001-0005	350817-2-001-0007
330622-1-001-0006	340631-1-001-0004	350818-3-001-0012
330623-2-001-0003	340632-1-001-0003	350819-1-001-0015
330626-3-001-0008	340633-1-001-0002	350820-2-001-0010
330627-3-001-0007	340634-1-001-0001	350821-4-004-0012
330635-0-001-0003	340635-1-002-0009	350829-1-001-0005
330701-1-001-0000	340725-4-001-0005	350830-1-001-0002
330702-1-001-0009	340727-1-001-0009	350831-1-001-0001
330703-1-001-0008	340734-1-001-0000	350832-1-001-0000
330704-1-001-0007	340735-1-001-0009	100000-0-010-0006
330705-1-001-0006	340736-1-001-0008	100000-0-020-0004
330707-3-001-0000	340829-2-001-0004	100000-0-170-0002
330708-0-001-0005	340830-1-001-0003	100000-0-180-0000
330708-3-001-0009	350623-2-002-0000	100000-0-190-0008
330709-1-001-0002	350623-3-001-0009	100000-0-200-0006
330710-1-001-0009	350623-4-001-0007	103600-6-041-0004
330711-1-001-0008	350623-4-002-0006	103600-6-042-0003
330712-1-001-0007	350624-0-003-0002	340621-1-001-0006
330713-1-001-0006	350624-0-004-0001	3937-006-036-0007
330714-1-001-0005	350624-0-006-0009	3938-003-199-0006
330715-1-001-0004	350624-0-007-0008	3939-003-098-0007
330717-1-001-0002	350624-3-001-0008	
330718-1-001-0001	350624-3-002-0007	
330719-3-001-0006	350624-4-001-0006	
330721-1-001-0006	350625-1-001-0001	
330721-1-004-0003	350625-1-002-0000	
330722-1-001-0005	350625-2-001-0009	

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200811060104

Skagit County Auditor

EXHIBIT A

Legal Description

THE FOLLOWING REAL PROPERTY IN SKAGIT COUNTY, WASHINGTON:

PARCEL 15A:

THE EAST ½ OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15B:

ALL OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 6 EAST. W.M.

PARCEL 15C:

ALL OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15D:

ALL OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15E:

ALL OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCELS 15F AND 15G:

ALL OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCELS 15H AND 15I:

ALL OF SECTION 13, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15J:

ALL OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15K:

ALL OF SECTION 15, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15L:

ALL OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 730560.

PARCEL 15M:

THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼. SECTION 20, TOWNSHIP 33 NORTH, RANGE 6 EAST, W. M., EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED SUBDIVISION: THENCE NORTH 88° 51' 27" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION, 105.0 FEET; THENCE SOUTH 38° 54' 30" EAST, 165.0 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 20; THENCE NORTH ALONG SAID EAST LINE, 125 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONVEYED TO SKAGIT COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 730560.



PARCEL 15N:

THE SOUTHWEST ¼ OF THE NORTHWEST ¼; THE SOUTHWEST ¼; THE WEST ½ OF THE SOUTHEAST ¼; AND THAT PORTION OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ LYING WESTERLY OF THE SOUTH SHORE COUNTY ROAD, ALL IN SECTION 21, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

PARCEL 15O:

THE NORTHEAST ¼, EXCEPT THAT PORTION LYING WITHIN THE LAKE CAVANAUGH - NORTH SHORE DRIVE COUNTY ROAD IN SECTION 22, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE NORTHEAST ¼, THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 45' 18" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST ¼, A DISTANCE OF 867.67 FEET; THENCE NORTH 53° 31' WEST, A DISTANCE OF 264.39 FEET; THENCE NORTH 73° 31' WEST, A DISTANCE OF 371.76 FEET; THENCE NORTH 56° 20' WEST, A DISTANCE OF 360.08 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID SOUTHWEST ¼; THENCE SOUTH 00° 08' 06" EAST ALONG SAID WEST LINE, A DISTANCE OF 458.69 FEET TO THE TRUE POINT OF BEGINNING.

(SAID EXCEPTION AS DESCRIBED WITHIN THAT INSTRUMENT RECORDED DECEMBER 10, 1999, UNDER AUDITOR'S FILE NO. 199912100076, RECORDS OF SKAGIT COUNTY, WASHINGTON.)

PARCEL 15P:

THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE NORTH ½ OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 23, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON.

PARCEL 15R:

THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.; EXCEPT THAT PORTION IF ANY LYING WITHIN THE BOUNDARIES OF THE AS BUILT AND EXISTING COUNTY ROAD COMMONLY KNOWN AS SOUTH SHORE DRIVE.

PARCEL 15S:

THE SOUTH ½ OF THE SOUTH ½ AND THE SOUTH ½ OF GOVERNMENT LOT 8 ALL IN SECTION 27, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.; EXCEPT ROADS IF ANY.

PARCEL 15Z:

THAT PORTION OF GOVERNMENT LOT 1 OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M.; LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE PLAT OF "LAKE CAVANAUGH SUBDIVISION NO. 2", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL 16A:

ALL OF SECTION 1, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

Exhibit A – Page 2 of 12

PortInd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

PARCEL 16B:

ALL OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16C:

ALL OF SECTION 3, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16D:

ALL OF SECTION 4, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16E:

ALL OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

SOUTHERLY PORTION OF PARCEL 16F:

GOVERNMENT LOTS 3 AND 4, AND THE EAST ½ OF THE SOUTHWEST ¼, SECTION 7, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

NORTHERLY PORTION OF PARCEL 16F:

A 300-FOOT RIGHT-OF-WAY ACROSS THE NORTH ½ OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., BEING A STRIP OF LAND 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT 665 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 7; THENCE NORTH 87° WEST, 400 FEET; THENCE SOUTH 86° WEST, 260 FEET; THENCE SOUTH 80° WEST, 300 FEET; THENCE WEST, 218 FEET; THENCE NORTH 83° WEST, 520 FEET; THENCE SOUTH 81° WEST, 280 FEET; THENCE SOUTH 67° WEST, 440 FEET; THENCE SOUTH 58° WEST, 320 FEET TO A POINT 1037 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH SIDE OF SAID SECTION; THENCE SOUTH 58° WEST, 110 FEET; THENCE SOUTH 62° WEST, 500 FEET; THENCE SOUTH 76° WEST, 520 FEET; THENCE SOUTH 69° WEST, 520 FEET; THENCE SOUTH 57° WEST, 280 FEET; THENCE SOUTH 48° WEST, 330 FEET; THENCE SOUTH 66° WEST, 697 FEET TO A POINT 340 FEET NORTH OF THE QUARTER SECTION CORNER ON THE WEST SIDE OF SAID SECTION.

SOUTHERLY PORTION OF PARCEL 16G:

THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON.

NORTHERLY PORTION OF PARCEL 16G:

A STRIP OF LAND ACROSS THE NORTH ½ OF SECTION 8, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., BEING 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 419 FEET NORTH OF THE QUARTER SECTION CORNER ON THE EAST SIDE OF SECTION 8; THENCE WEST, 360 FEET; THENCE NORTH 80° WEST, 330 FEET; THENCE WEST, 238 FEET; THENCE NORTH 86° WEST, 360 FEET; THENCE NORTH 64° WEST, 180 FEET; THENCE NORTH 77° WEST, 280 FEET; THENCE NORTH 72° WEST, 200 FEET;

Exhibit A – Page 3 of 12

Portlnd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

11/6/2008 Page 6 of 30 3:26PM

THENCE NORTH 66° WEST, 360 FEET; THENCE NORTH 74° WEST, 420 FEET TO A POINT 967 FEET NORTH OF THE CENTER OF SECTION 8; THENCE NORTH 74° WEST, 280 FEET; THENCE NORTH 62° WEST, 440 FEET; THENCE NORTH 68° WEST, 630 FEET; THENCE NORTH 60° WEST, 270 FEET; THENCE NORTH 54° WEST, 310 FEET; THENCE NORTH 69° WEST, 400 FEET; THENCE NORTH 87° WEST, 540 FEET TO A POINT 665 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 8.

PARCEL 16H:

THE NORTHEAST ¼ AND THE SOUTH ½, SECTION 9, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

ALSO, A STRIP OF LAND ACROSS THE NORTHWEST ¼ OF SECTION 9, TOWNSHIP 33 NORTH, RANGE 8 EAST, W.M., BEING 300 FEET WIDE, 150 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 790 FEET NORTH OF THE CENTER OF SECTION 9; THENCE SOUTH 84° WEST, 850 FEET; THENCE SOUTH 85° WEST, 320 FEET; THENCE SOUTH 79° WEST, 920 FEET; THENCE SOUTH 75° WEST, 300 FEET; THENCE WEST, 283 FEET TO A POINT 419 FEET NORTH OF THE QUARTER SECTION CORNER ON THE WEST SIDE OF SECTION 9.

PARCEL 16I:

ALL OF SECTION 10, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16J:

ALL OF SECTION 11, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16K:

ALL OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M., EXCEPT THE SOUTH ½ OF THE SOUTHEAST ¼, AND ALSO EXCEPT THE SOUTHEAST ¼ OF THE SOUTHWEST ¼.

PARCEL 16L:

THE NORTHWEST ¼ OF THE NORTHWEST ¼; THE SOUTH ½ OF THE NORTHWEST ¼; THE NORTHEAST ¼; THE NORTH ½ OF THE SOUTHWEST ¼; AND THE SOUTHEAST ¼, SECTION 13, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16M:

THE NORTH ½; THE SOUTHWEST ¼; AND THE NORTH ½ OF THE SOUTHEAST ¼, SECTION 14, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16N:

ALL OF SECTION 15, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16O:

ALL OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16P:

ALL OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.



PARCEL 16Q:

THE EAST ½ OF THE SOUTHWEST ¼, SECTION 19, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16R:

THE NORTHWEST ¼; THE NORTHEAST ¼; THE EAST ½ OF THE SOUTHWEST ¼, AND THE WEST ½ OF THE SOUTHEAST ¼, SECTION 21, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16S:

THE NORTH ½; THE NORTH ½ OF THE SOUTHEAST ¼; AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 22, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16T:

ALL OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16U:

THE NORTH ½ AND THE WEST ½ OF THE SOUTHWEST ¼, SECTION 24, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16V:

THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 16W:

THE NORTH ½ OF THE NORTHEAST ¼ AND THE NORTHEAST ¼ OF THE NORTHWEST ¼, SECTION 26, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

PARCEL 17Q:

THE EAST ½ OF THE EAST ½, SECTION 25, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M.

PARCEL 18S:

ALL OF SECTION 21, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18T:

ALL OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCELS 18U AND 18V:

ALL THAT PORTION OF SECTION 23, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M., LYING WESTERLY OF DAY CREEK.

PARCELS 18W AND 18X:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WESTERLY OF DAY CREEK. THE NORTHEAST ¼; THE NORTHWEST ¼; AND THE SOUTHWEST ¼; SECTION 24, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18AA:

THE NORTH ½ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF THE SOUTHWEST ¼; THE SOUTHEAST ¼ OF THE SOUTHWEST ¼; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 26, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.



PARCEL 18BB:

ALL OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18CC:

ALL OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18DD:

THE NORTHWEST $\frac{1}{4}$; THE SOUTHWEST $\frac{1}{4}$; AND THE SOUTHEAST $\frac{1}{4}$; SECTION 29, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18EE:

ALL OF SECTION 30, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18FF:

GOVERNMENT LOTS 4, 5, 6 AND 7; THE NORTHEAST $\frac{1}{4}$; THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$; THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; AND THE NORTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$, SECTION 31, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18GG:

ALL OF SECTION 32, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18HH:

ALL OF SECTION 33, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 18II:

ALL OF SECTION 34, TOWNSHIP 34 NORTH, RANGE 6 EAST W.M.

PARCEL 18JJ:

THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$; THE NORTHWEST $\frac{1}{4}$; THE SOUTHEAST $\frac{1}{4}$; AND THE SOUTHWEST $\frac{1}{4}$, SECTION 35, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

PARCEL 19A:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, SECTION 25, TOWNSHIP 34 NORTH, RANGE 7 EAST W.M.

PARCEL 19B:

THE NORTH $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19G:

THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 34, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19H:

ALL OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

PARCEL 19I:

THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ AND THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$, SECTION 36, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.



PARCEL 20A:

THE SOUTH ½ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼, SECTION 29, TOWNSHIP 34 NORTH, RANGE 8 EAST, W.M.

PARCEL 20B:

THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THE SOUTHEAST ¼ OF THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼ AND GOVERNMENT LOT 3, SECTION 30, TOWNSHIP 34 NORTH, RANGE 8 EAST, W.M.

PARCEL 22B:

GOVERNMENT LOT 2; THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THE EAST ½ OF THE NORTHWEST ¼; THE EAST ½ OF THE SOUTHWEST ¼; AND THE SOUTHEAST ¼, IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON; EXCEPT ROADS,

ALSO EXCEPT THOSE PORTIONS OF GOVERNMENT LOT 2 AND OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 23 LYING NORTH OF THE SOUTH SKAGIT HIGHWAY.

PARCEL 22C:

GOVERNMENT LOTS 5, 6, 8, 9, 10; THE SOUTHEAST ¼; THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ AND THE NORTH ½ OF THE SOUTHWEST ¼; ALL IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTIONS 23 AND 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW AND DESCRIBED AS "WASHINGTON", SURVEYOR GENERAL'S SURVEY NO. 85, PATENT NO. 3 1733, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569061, EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW AND DESCRIBED AS "LAST CHANCE", SURVEYOR GENERAL'S SURVEY NO. 84, PATENT NO. 31732, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569062; EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTION 24, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW, DESCRIBED AS "SCOTTISH CHIEF", SURVEYOR GENERAL'S SURVEY NO. 373 (NO PATENT NUMBER) RECORDED IN VOLUME 360 AT PAGE 406 OF THE GENERAL LAND OFFICE; DATED NOVEMBER 3, 1899 AND RECORDED UNDER AUDITOR'S FILE NO. 569063; EXCEPT MINERALS AND SUB-SURFACE RIGHTS;

EXCEPT THAT CERTAIN TRACT OF LAND IN SECTIONS 24 AND 25, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON, EMBRACED IN THAT CERTAIN MINING CLAIM DULY PATENTED ACCORDING TO LAW DESCRIBED AS "RECORDER" AND ALSO AS "RECORD IRON", SURVEYOR GENERAL'S SURVEY NO. 370

Exhibit A – Page 7 of 12

PortInd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

(NO PATENT NUMBER), RECORDED IN VOLUME 360 AT PAGE 403, RECORDS OF THE GENERAL LAND OFFICE, DATED NOVEMBER 3, 1899, AND RECORDED UNDER AUDITOR'S FILE NO. 569064, EXCEPT MINERALS AND SUB-SURFACE RIGHTS.

PARCEL 22D:

ALL OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON; EXCEPT ANY PORTION LYING WITHIN THE PATENTED MINING CLAIM DESCRIBED AS "RECORDER", SURVEYOR GENERAL'S SURVEY NUMBER 370 RECORDED UNDER AUDITOR'S FILE NO. 569064.

PARCEL 22E:

THE NORTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ AND THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

PARCEL 23A:

THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ AND GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 4, IF ANY, LYING WITHIN MINING CLAIM KNOWN AS "LEGAL TENDER" PATENT TO WHICH WAS RECORDED AUGUST 13, 1958 UNDER AUDITOR'S FILE NO. 569065.

PARCEL 23C:

GOVERNMENT LOTS 7 AND 10, AND THE SOUTHEAST $\frac{1}{4}$ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EXCEPT THAT CERTAIN 100 FOOT STRIP OVER AND ACROSS SAID GOVERNMENT LOT 7 AS CONVEYED TO PUGET SOUND AND CASCADE RAILWAY COMPANY, A CORPORATION, BY DEED DATED MAY 15, 1923 AND RECORDED JANUARY 10, 1927, UNDER AUDITOR'S FILE NO. 204773; AND EXCEPT ANY PORTION LYING WITHIN THE PRESENT OR FORMER BED OF THE SKAGIT RIVER; ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN THE SOUTH SKAGIT HIGHWAY.

PARCEL 23E:

THE SOUTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ EXCEPT THAT PORTION THEREOF LYING WESTERLY OF MILL CREEK, AND THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$, ALL IN SECTION 23, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23F:

THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$; THE SOUTH $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23G:

ALL OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 23H:

ALL OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., EXCEPT THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ THEREOF, AND ALSO EXCEPT THAT PORTION THEREOF LYING WESTERLY OF MILL CREEK.



PARCEL 23M:

THE NORTHWEST ¼ OF THE NORTHWEST ¼ AND THE SOUTH ½ OF THE NORTH ½ OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M.

PARCEL 24A:

THE SOUTH ½ OF THE NORTHWEST ¼, SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24B:

THAT PORTION OF GOVERNMENT LOT 4, LYING SOUTH OF THE CENTERLINE OF FINNEY CREEK; THE EAST ½ OF THE SOUTHWEST ¼; THE NORTH ½ OF THE SOUTHEAST ¼; AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 18; TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24C:

ALL OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24D:

THE NORTHWEST ¼, THE SOUTHWEST ¼, AND THE WEST ½ OF THE SOUTHEAST ¼, SECTION 20; TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24E:

THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24F:

ALL OF SECTION 29, EXCEPT THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24G:

ALL OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24H:

ALL OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 24I:

THE NORTHEAST ¼; THE NORTH ½ OF THE NORTHWEST ¼; THE SOUTHWEST ¼ OF THE NORTHWEST ¼, AND THE NORTHWEST ¼ OF THE SOUTHWEST ¼, SECTION 32, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

PARCEL 27B:

LOT 2, OF SKAGIT COUNTY SHORT PLAT NO. 48-89, APPROVED JANUARY 10, 1990, AND RECORDED JANUARY 27, 1990, UNDER AUDITOR'S FILE NO. 9001220041, IN VOLUME 9 OF SHORT PLATS, PAGES 193 AND 194, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF TRACT B OF PLAT OF "LAKE CAVANAUGH SUBDIVISION NO. 1", AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO TRACT C OF PLAT OF "LAKE CAVANAUGH SUBDIVISION NO. 1", AS PER PLAT



RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF TRACT C, "LAKE CAVANAUGH SUBDIVISION NO. 1", AS PER PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 37 TO 43, RECORDS OF SKAGIT COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST ¼ OF THE NORTHWEST ¼, SECTION 26, TOWNSHIP 33 NORTH, RANGE 6 EAST, W.M., SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT C, SAID CORNER BEING ON THE NORTHERLY MARGIN OF NORTH SHORE DRIVE; THENCE NORTH 00° 20' 36" EAST ALONG THE EAST LINE OF SAID TRACT C, 379.45 FEET; THENCE NORTH 89° 39' 24" WEST, A DISTANCE OF 249.27 FEET TO A POINT ON THE WESTERLY LINE OF TRACT C, SAID POINT BEING THE NORTHEAST CORNER OF LOT 59, BLOCK 2, OF SAID SUBDIVISION; THENCE SOUTH 21° 15' 00" EAST ALONG SAID WESTERLY LINE, 115.49 FEET TO THE SOUTHEAST CORNER OF LOT 60, OF SAID SUBDIVISION; THENCE SOUTH 68° 45' 00" WEST ALONG THE SOUTHERLY LINE OF SAID LOT, 327.96 FEET TO THE NORTHERLY MARGIN OF NORTH SHORE DRIVE; THENCE SOUTH 61° 45' 00" EAST, 149.44 FEET; THENCE SOUTH 81° 12' 00" EAST, 325.19 FEET; THENCE SOUTH 59° 34' 00" EAST, 67.03 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 27C:

TRACTS "A", "B" AND "C", "LAKE CAVANAUGH SUBDIVISION NO. 2" ACCORDING TO THE RECORDED PLAT THEREOF, FILED FOR RECORD IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, UNDER VOLUME 5 OF PLATS, PAGE 49.

PARCEL 27D:

TRACT "A", "LAKE CAVANAUGH SUBDIVISION NO. 3", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY; WASHINGTON, IN VOLUME 6 OF PLATS, PAGES 26 THROUGH 31.

MINING CLAIMS:

SIX (6) PATENTED IRONLODE MINING CLAIMS DESIGNATED AS SHOWN BELOW AND AS DESCRIBED IN SAID DOCUMENTS:

NAME:	Surveyor General No:	GL Patent No.	Mineral Cert. No:	Auditors File No:
Recorder	Lot No. 370	36092	126	42443 & 569064
Keystone	Lot No. 372	31735	128	42444 & 569066
Legal Tender	Lot No. 371	31734	127	42445 & 569065
Washington	Lot No. 85	31733	122	42446 & 569061
Scottish Chief	Lot No. 373	36093	129	42447 & 569063
Last Chance	Lot No. 84	31732	121	42448 & 569062

EXCEPT FROM ALL SIX (6) MINING CLAIMS, "MINERALS AND SUB-SURFACE RIGHTS" AS EXCEPTED ON THAT CERTAIN DEED FROM HAMILTON COAL AND DEVELOPMENT COMPANY RECORDED APRIL 4, 1960, AS AUDITOR'S FILE NO. 592780, IN VOLUME 308 OF DEEDS, PAGE 404.

Exhibit A – Page 10 of 12

Portlnd1-2439423.3 0028668-00030



200811060104

Skagit County Auditor

11/6/2008 Page 13 of 30 3:26PM

PARCEL 27E:
THE FOLLOWING EASEMENTS:

1. EASEMENT ESTABLISHED BY DOCUMENT RECORDED OCTOBER 31, 1973, AS AUDITOR'S FILE NO. 792754.
2. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 15, 1986, AS AUDITOR'S FILE NO. 8608150015.
3. EASEMENT ESTABLISHED BY DOCUMENT RECORDED OCTOBER 29, 1996, AS AUDITOR'S FILE NO. 9610290078.
4. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130019.
5. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130021.
6. EASEMENT AS ESTABLISHED BY DOCUMENT RECORDED JULY 7, 1995, AS AUDITOR'S FILE NO. 9507070096.
7. EASEMENT ESTABLISHED BY DOCUMENT RECORDED SEPTEMBER 28, 1984, AS AUDITOR'S FILE NO. 8409280013.
8. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130023, AND AMENDED BY DOCUMENT RECORDED JANUARY 27, 1989, AS AUDITOR'S FILE NO. 8901270022.
9. EASEMENT ESTABLISHED BY DOCUMENT RECORDED NOVEMBER 13, 1985, AS AUDITOR'S FILE NO. 8511130023.
10. EASEMENT ESTABLISHED BY DOCUMENT RECORDED APRIL 4, 1960, AS AUDITOR'S FILE NO. 592783, TO THE EXTENT THAT SAID EASEMENT OPERATES AS AN ASSIGNMENT OF THOSE EASEMENT RIGHTS CONVEYED TO HAMILTON COAL AND DEVELOPMENT COMPANY BY DOCUMENT RECORDED JUNE 23, 1948, AS AUDITOR'S FILE NO. 419698.
11. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 3, 1938, AS AUDITOR'S FILE NO. 304486.
12. EASEMENT ESTABLISHED BY DOCUMENT RECORDED AUGUST 3, 1993, AS AUDITOR'S FILE NO. 9308030025.
13. EASEMENT ESTABLISHED BY DOCUMENT RECORDED SEPTEMBER 12, 1957, AS AUDITOR'S FILE NO. 555973.
14. EASEMENT ESTABLISHED BY DOCUMENT RECORDED JUNE 23, 1948, AS AUDITOR'S FILE NO. 419698, EXCEPT AS TO THOSE RIGHTS ALREADY DESCRIBED IN NUMBER 10 EASEMENT HEREINABOVE.

Exhibit A – Page 11 of 12

Portlnd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

15. EASEMENT ESTABLISHED BY DOCUMENT RECORDED MAY 18, 2007, AS AUDITOR'S
FILE NO. 200705180012.

UNOFFICIAL DOCUMENT

Exhibit A – Page 12 of 12

PortInd1-2439423.3 0028668-00030



200811060104

Skagit County Auditor

EXHIBIT B

Title Exceptions

1. All land use (including environmental and wetlands), building, forestry, and zoning laws, rules, regulations, codes and ordinances affecting the Property or the use thereof.
2. Any rights of the United States of America, of the State of Washington or any other parties whatsoever, in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes, or to the beds and banks of such water courses below the ordinary highwater mark thereof.
3. All existing public streets.
4. All (i) cemeteries and burial grounds and (ii) all electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines on, over or under the Property together with easements for the same.
5. Liens or encumbrances affecting the Property created by Grantee.
6. Reservations in federal patents and acts authorizing the same.
7. Possible additional taxes and penalties that may be assessed if the Property is disqualified for assessment on the basis of forestland or farmland.
8. All matters affecting title to the Property which would be disclosed by a thorough physical inspection or accurate survey of the Property.
9. Indian treaty or aboriginal rights, including easements and equitable servitudes.
10. The contracts and leases assigned by Grantor to Grantee pursuant to an Assignment and Assumption Agreement of even date hereof, to the extent applicable to the Property.
11. Said lands have been reclassified for tax purposes, notice of which is given by instrument as herein set forth. They will be subject to further taxation and interest thereupon as provided by Chapter 84.34 and 84 R.C.W. upon withdrawal from such classification or change in use.

Reclassified As: Forest Land
Recorded: March 15, 1983
Auditor Nos.: 8303150004, 8303150005, 8303150006, 8303150007 and
8303150008
12. The lands herein described are classed as reforestation land and may become subject to the lien of a yield tax in the event that any timber is cut or in the event that the lands are removed from such classification. (Affects almost every parcel)

Exhibit B – Page 1 of 15



13. Notice of Continuance:

Dated: June 27, 2002
Recorded: June 28, 2002
Auditor's File No.: 200206280010

14. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: State Division of Forestry
Recorded: March 30, 1937
Auditor's No.: 288266

15. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: United States of America
Recorded: February 28, 1989
Auditor's No.: 8902280003

16. Reservations contained in deed:

Executed by: Estelle A. Jones
Recorded: September 15, 1952
Auditor's No.: 479864
As Follows: Reserving to the Grantor, however, the coal and mineral rights to said land

17. Right of the State of Washington or any Grantee or Lessee thereof, upon paying reasonable compensation, to acquire right-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transportation and moving timber, stone, minerals or other products from the lands.

18. Exceptions and reservations contained in deed from the State of Washington whereby said grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing, and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry:
Auditor's No.: 8110210002

19. Exceptions and reservations contained in deed from the State of Washington whereby said grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing, and working mines, etc., provided that no



rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry:

Auditor's No.: 351191

20. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A perpetual non-exclusive easement

In Favor Of: Weyerhaeuser

Recorded: August 15, 1986

Auditor's Nos.: 8608150015

21. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Electric transmission and/or distribution line

In Favor Of: Puget Sound Power & Light Company

Recorded: November 13, 1961

Auditor's Nos.: 614370

22. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road

In Favor Of: State Division of Forestry

Recorded: October 17, 1938

Auditor's Nos.: 306699

23. Rights of the public in and to Bamboo Lane, a roadway.

24. Rights of the public in and to South Shore Drive, a roadway.

25. Reservations contained in Deed:

Executed by: Brown Brothers Liquidating Trust

Recorded: August 8, 1956

Auditor's No.: 539837

As Follows:

Grantors hereby reserve all coal, oil, mineral and non-metallic rocks in said land, together with the right to prospect, develop and mine or quarry the same and reserve to themselves the right to enter upon said lands at any time for said purpose, having in view that, the primary purpose, however, is logging and to remove and sell and same and/or by-products thereof, and it is agreed that roads thereon may be jointly used by the parties, provided that it shall not substantially interfere with Grantee's logging operations and each shall bear and pay such proportion or the upkeep and maintenance of such roads as their use shall bear to the entire use of said roads. It is further understood and agreed that, in the process of prospecting, developing, mining and

Exhibit B - Page 3 of 15



removing said reserved products, Grantors may, subject to the same conditions, constitute and erect any buildings, additional roads, spurs, storage and erect machinery and equipment for mining and operating said property, and Grantee shall grant Grantors the right to use any rights-of-way for said purpose which it may have the right to grant for such purpose. Subject to the conditions and terms under which Grantee shall have acquired such rights-of-way, and at no expense to Grantee.

26. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A roadway
In Favor Of: United States of America
Recorded: October 19, 1956
Auditor's Nos.: 543051

27. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: The State of Washington
Recorded: September 25, 1981
Auditor's Nos.: 8109250005

28. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

In Favor Of: The State of Washington
Recorded: February 25, 1964
Auditor's Nos.: 647104
For:

A road located within that portion of the Southeast 1/4 of the Southeast 1/4, Section 17, Township 33 North, Range 7 East, W.M., 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 centerline:

Beginning at a point on the South line of said Section 17, which is South 89 degrees 48' West, 685.0 feet from the Southeast corner thereof; running thence North 8 degrees West, 86.0 feet; thence North 23 degrees East, 500.0 feet; thence North 45 degrees East, 231.0 feet; thence North 56 degrees East, 141.0 feet; thence North 71 degrees East, 104.0 feet; thence North 57 degrees East, 118.0 feet, and thence North 58 degrees East, 30.0 feet to a point on the East line of said Section 17, which is North 0 degrees 04" West, 910.0 feet from the Southeast corner thereof.



29. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: Summit Timber Company
Recorded: March 30, 1971
Auditor's Nos.: 750369

30. Reservations contained in Deed:

Executed by: Bob Roy McCormick
Recorded: December 8, 1954
Auditor's No.: 510294
As Follows: Less mineral rights

31. Reservations contained in Deed:

Executed by: Contractors Machinery and Storage Company
Recorded: October 13, 1955
Auditor's No.: 525721
As Follows:

The Seller hereby reserves unto itself and its successors and assigns, the full, complete and absolute rights to all oil, gases, coal, fossils, metals and minerals of every name and nature, which may be in or upon said land or any part thereof, with the right of entry upon said land to prospect and explore for and also to take, mine and remove the same, provided, said Buyer, his successors, heirs and assigns, shall be reasonably compensated for all damage done to the surface of said land and the improvements thereon in carrying on of any of such operations.

32. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: The State of Washington
Recorded: September 28, 1981
Auditor's Nos.: 8109280004

33. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Existing roads and those roads indicated to be constructed
In Favor Of: Summit Timber Company
Recorded: July 21, 1971
Auditor's Nos.: 755699



34. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Road purposes
In Favor Of: The State of Washington, Department of Natural Resources
Recorded: May 5, 1961
Auditor's Nos.: 607268

35. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: United States of America
Recorded: February 28, 1989
Auditor's Nos.: 8902280002

36. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: A road
In Favor Of: United States of America
Recorded: October 3, 1957
Auditor's Nos.: 556830

37. Terms, covenants, provisions, notes and restrictions contained in said short plat, some of which may have changed or expired without notice on the public record:

Short Plat No.: 48-89
As Follows:

- 1) All maintenance and construction of private roads are the responsibility of the lot owners and the responsibility of maintenance shall be in direct relationship to usage of road;
- 2) Short Plat Number and Date of Approval shall be included in all Deeds and Contracts;
- 3) Water of sufficient quantity and/or quality for normal domestic purposes is not provided at the time of filing the plat and the buyer should inquire and investigate as to the availability of said water;
- 4) Sewage Disposal - Individual septic system;
- 5) Lot 2, Tract "B", will require an alternative on site sewage system. Special design, construction and maintenance may be required. See Skagit County Health Officer for details;
- 6) Georgia Pacific Corporation hereby grants to the owners of Lot 1, Tract "B", their successors and assigns, a perpetual non-exclusive easement for ingress and egress on,

Exhibit B – Page 6 of 15

Portlnd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

over and across the Northwesterly 60 feet of Lot 2, Tract "B", as shown on this map;

- 7) There is an existing logging mainline road across the easement. Maintenance of this road, through the easement, shall be the responsibility of the lot owners in proportion to their use;
- 8) Subject to road easement dated April 20, 1935, under Auditor's File No. 288266, records of said County;
- 9) Subject to easement by unrecorded Agreement dated January 1, 1945, disclosed by that certain Deed recorded October 3, 1945, under Auditor's File No. 383721, records of said County; and
- 10) Subject to rights of Bald Mountain Mill Company dated July 30, 1941, under Auditor's File No 380724, records of said County.

Reference is hereby made to the record for the full particulars.

38. Terms and conditions of Reciprocal Forestry Road Easement, recorded October 10, 1995, under Auditor's File No. 9510100077:

Dated: July 21, 1995
First Party: John Hancock Mutual Life Insurance Company
Second Party: G. C. Forrest, Inc.

39. Terms and conditions of Notice(s) of Action recorded under the following Auditor's Nos:

9608010083, 9608270107, 9609050056, 9610030054, 9610080024, 9710080046, 9710070013, 9710070014, 9710070015, 9709250066, 9709250065, 9709250067, 9710070011, 9710170040, 9710070018, 9707210062, 9706120020, 9805040099, 9710070017, 9709290030, 9706120024 and 9707210067.

Regarding: Six (6) year Development Moratorium

40. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek Shifting Day Creek

41. Terms and Conditions of Reciprocal Forestry Road Easement recorded November 6, 1996 under Auditor's File No. 9611060071:

Dated: October 29, 1996
First Party: John Hancock Mutual Life Insurance Company
Second Party: Aloha Lumber Company



42. Terms and conditions of Notice(s) of Action recorded under Auditor's File Nos. 9710070016 and 9709250069:

Regarding: Six (6) year Development Moratorium

43. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Skagit River

44. Right of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Skagit River or in the former bed of the Skagit River.

45. Easement and right-of-way for a roadway known as the Cumberland Creek Roads Project Number 350 and Project Number 350B, over a strip of land 66 feet in width with such additional width as required for cuts and fills as granted to the United States of America and for use of the general public by document recorded December 27, 1961, under Auditor's File No. 616101.

46. Underground or extra lateral rights, whether claimed as belonging to the mining claims described in Parcel 22C herein, or claimed as belonging to other mining claims.

47. Reservations contained in Deed:

Executed by: Washington Gray, an unmarried man, Frank J. Percival and Marie L. Percival, husband and wife

Recorded: April 24, 1917

Auditor's No.: 119179

As Follows:

First party excepts and reserves from this grant an undivided 1/2 interest in an to all minerals, rocks, ores and oils upon or beneath the surface of said land or any part thereof, together with a perpetual right, power and privilege in and to the first parties, their heirs, executors, administrators and assigns, to enter upon and over any part of said land to erect and remove buildings, derricks or other appliances for mining or removing such minerals, rocks, ores and oils and to strip, sink shafts in, bore, mine or explore any part of said land for the purpose of discovering, locating, mining and removing the same, in such way as they may determine. And if in so doing the first parties, their heirs, executors, administrators or assigns, shall injure or destroy any growing timber thereon, or said land for agricultural purposes, or injure or destroy any crop, building or improvement belonging thereon, they shall pay to the then owner or owners thereof, all reasonable and proper damages occasioned by such mining operations.



48. Any rights to a logging road over and across the North 1/2 of the Southwest 1/4 of Section 24, including the right to convey said road to the United States Forest Service, disclosed by Agreements recorded April 4, 1960, under Auditor's File Nos. 592784 and 592785.

49. Reservations contained in Deed:

Executed by: Hamilton Coal and Development Company, a Washington Corporation; the Bank of California, N.A., us Trustee of the Estate of John Haddon Slipper, deceased, and Fred G. Slipper and Gertrude M. Slipper, his wife; and Hugh L. English and Alice E. Doan

Recorded: April 4, 1960

Auditor's No.: 592780, 592781 and 592782

As Follows:

The Grantors reserve for themselves, their successors or assigns all of the gas, oil and minerals and mineral rights in and under said lands, with the right to prospect for and exploit the same, and use sufficient surface therefor, and the right to lay, maintain and operate pipelines for oil and gas and to use all roads presently or hereafter existing thereon for the purpose of ingress to and egress from said lands and the removing of minerals therefrom. Said reservation also contains provisions regarding damage and removal of timber. The grantors reserve to themselves and their successors and assigns in fee all existing main line logging roads on the above described premises, together with the right and privilege of widening, improving, maintaining and using said roads.

50. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Road purposes

In Favor Of: Weyerhaeuser Company, a Corporation

Recorded: October 16, 1989

Auditor's Nos.: 8910160024

Assignment thereof by Weyerhaeuser Company to Grandy Lake Forest Associates Limited Partnership recorded July 12, 1990, under Auditor's File No. 9007120108.

51. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Road purposes

In Favor Of: Grandy Lake Forest Associates Limited Partnership

Recorded: August 21, 1990

Auditor's Nos.: 9008210001

52. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Road

In Favor Of: United States of America

Exhibit B – Page 9 of 15



Auditor's Nos.: 8411190046

53. Possible rights of third parties to use roads, as disclosed by Auditor's File Nos. 421927, 443682, 421928, 423118, 427532, 447912, 473672, 586483, 419698 and 592784.
54. Terms and conditions of Notice(s) of Action recorded under Auditor's File Nos. 9607300035, 9610030055, 9608220019 and 9702250010.
Regarding six (6) year development moratorium.
55. Terms and conditions of Reciprocal Forestry Road Easement recorded April 28, 1997, under Auditor's File No. 9704280077:
Dated: March 6, 1997
First Party: John Hancock Mutual Life Insurance Company
Second Party: Crown Pacific
56. Easement including the terms and provisions thereof:
Grantee: Hurn Shingle Company, Inc.
Dated: February 10, 1994
Recorded: March 11, 1994
Auditor's Nos.: 9403110057
Purpose: Forestry Road Easement
57. Right of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
58. Agreement, and the terms and conditions thereof:
Between: Bradsberry Logging Co., a corporation
And: Puget Sound Pulp and Timber Co., a corporation
Dated: August 3, 1957
Recorded: September 12, 1957
Auditor's Nos.: 555973
Regarding: Right to prorate costs and to use existing road through said premises and other lands
59. Reservations contained in Deed:
Executed by: Great Northern Railway Co.
Recorded: December 21, 1940
Auditor's No.: 333275
As Follows:

Exhibit B - Page 10 of 15

PortInd1-2439423.3 0028668-00030



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Skagit County Auditor

Excepting and reserving unto the party of the first part, its successors and assigns, all iron, ore, coal and other minerals upon or in the lands hereinabove described, Together with the right to explore for, mine and remove the same at any time; provided that such iron, ore, coal or other minerals shall not be explored for, mined or removed in such a manner as to interfere with the cutting, milling or removal of timber upon said lands; provided that in the event of the mining or removal of iron, ore, coal or other minerals by the party of the first part it shall become necessary to move or relocate any part of any logging railway tracts of the party of the second part or any logging road constructed thereon by the said party of the second part, such removal may be made by the said party of the first part, but at its sole cost and expense and without unreasonable interference with the operation and use of said roads by the party of the second part.

60. Easement including the terms and provisions thereof:

Grantee: State of Washington
Dated: July 23, 1993
Recorded: August 3, 1993
Auditor's Nos.: 9308030025
Purpose: A permanent easement upon, over and along rights-of-way

61. Easement including the terms and provisions thereof:

Grantee: David G. Chamberlain and Randy R. Bartelt
Dated: June 2, 1993
Recorded: July 9, 1993
Auditor's Nos.: 9307090028
Purpose: Forestry road easement

62. Easement including the terms and provisions thereof:

Grantee: Crown Pacific, Ltd.
Dated: October 28, 1992
Recorded: October 30, 1992
Auditor's Nos.: 9210300020
Purpose: Forestry road easement

63. Stipulation contained in Deed dated November 7, 1907, executed by Northern Pacific Railway Company, a corporation, recorded December 12, 1907, in Volume 72 of Deeds, Page 335, as follows:

The lands hereby granted being subject however to an easement in the public for any public road or roads heretofore laid out or established and now existing over and across any part of said described land.

64. Reservations contained in Deed:

Executed by: Northern Pacific Railway Company, a corporation
Recorded: December 7, 1907
Auditor's Nos.: Volume 72 of Deeds, Page 335
Exhibit B – Page 11 of 15

PortInid1-2439423.3 0028668-00030



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Skagit County Auditor

As Follows:

Excepting and reserving unto the party of the first part, its successors and assigns forever, all minerals of any nature whatsoever upon or in said land, including coal, iron, natural gas and oil, and also the use of such surface ground as may be necessary for exploring for and mining or otherwise extracting and carrying away the same. Said mineral rights now held of record by Skagit County by Tax Deed dated December 15, 1920, and recorded December 30, 1920, under Auditor's File Nos. 146806 and 146807.

65. Agreement, and the terms and conditions thereof:

Between: Dewey Smith and Dorothy Smith, his wife
And: Georgia-Pacific Corporation
Dated: February 13, 1973
Recorded: January 1, 1973
Auditor's Nos.: 792754
Regarding: Easement for road, together with terms and provisions as contained within the instrument, a copy of which is hereto attached

66. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Finney Creek

67. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the River/Creek herein named, or its banks, or which may result from such change in the future.

River/Creek: Mill Creek, sometimes called Minkler Creek

68. Agreement, and the terms and conditions thereof:

Between: Puget Sound Pulp and Timber Company
And: Scott Paper Company
Dated: December 7, 1954
Recorded: November 13, 1986
Auditor's No.: 8611130008

The non-exclusive right to share with others such easements and rights-of-way as Puget may have across the East 1/2 of the Southwest 1/4 and the West 1/2 of the Southeast 1/4 of Section 20 in Parcel "D".

69. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes:

For: Right-of-way
In Favor Of: Clear Lake Lumber Company
Condemned In: Skagit County Superior Court Cause No. 11556

Exhibit B – Page 12 of 15

Portlnd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

11/6/2008 Page 27 of 30 3:26PM

Commencing at a point 660 feet South from the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 29; thence North 27 degrees 44' West, 35 feet; thence North 4 degrees 30' East, 260 feet terminating 400 feet South of the Northeast corner of said Section. Also, a strip of land 50 feet in width being 25 feet on each side of the, following described line:

Commencing at point 1190 feet South of the Northwest corner of said described forty; thence South 39 degrees 22' East, 173.6 feet terminating at a point 110 feet East from the Southwest corner of the Northeast 1/4 of the Northeast 1/4.

70. Easement including the terms and provisions thereof:
- Grantee: San Juan Cellular Limited Partnership
Dated: April 19, 1995
Recorded: August 1, 1995
Auditor's Nos.: 9508010019
Purpose: Road and buried utilities
71. Easement including the terms and provisions thereof:
- Grantee: San Juan Cellular Limited Partnership, by U.S. West New Vector Group, Inc., its general partners
Dated: April 19, 1995
Recorded: September 7, 1995
Auditor's Nos.: 9509070034
Purpose: Road and buried utility
72. Terms and conditions of Notice(s) of Action recorded under Auditor's File Nos. 9611040002, 9608010069, 9608010079, 9608010077, 9706120027, 9712130040 and 9707210066.
- Regarding: Six year development moratorium
73. Easement including the terms and provisions thereof:
- Grantee: Crown Pacific
Dated: July 1, 1999
Recorded: August 19, 1999
Auditor's Nos.: 199908190180
Purpose: Forestry road easement
74. Matters as disclosed and/or delineated on the face of the following plat/subdivision:
- Plat/Subdivision Name: Lake Cavanaugh Subdivision No. 1
Recorded: June 24, 1946
Volume/Page: Volume 5 of Plats, Pages 37-43, inclusive

Exhibit B – Page 13 of 15

PortInd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

11/6/2008 Page 28 of 30 3:26PM

75. Matters as disclosed and/or delineated on the face of the following plat/subdivision:
Plat/Subdivision Name: Lake Cavanaugh Subdivision No. 2
Recorded: September __, 1946
Volume/Page: Volume 5 of Plats, Pages 49-55, inclusive
76. Matters as disclosed and/or delineated on the face of the following plat/subdivision:
Plat/Subdivision Name: Lake Cavanaugh Subdivision No. 3
Recorded: July __, 1947
Volume/Page: Volume 6 of Plats, Pages 25-31, inclusive
77. Underground or extra lateral rights, whether claimed as belonging to the mining claims described on Exhibit A to this Deed or claimed as belonging to other mining claims.
78. The terms and provisions of the mining claim patents set forth in the legal descriptions of the six mining claims set forth on Exhibit A.
79. Any questions that may arise as to the exact locations, relocations and widths of the numbered easements set forth on Exhibit A herein.
80. Any questions that may arise as to which parcels set forth on Exhibit A herein are actually benefited by the numbered easements set forth on Exhibit A herein.
81. Any questions that may arise as to rights to cross additional properties, if any, delineated on sketches attached to the numbered easements set forth on Exhibit A that are neither described in the text of said easements nor executed by the owners of said additional properties.
82. The terms and provisions of the numbered easements set forth on Exhibit A herein.
83. Matters pertaining to a possible merger of easement and fee title rights to those portions of Easement No. 11 on Exhibit A lying within Sections 10 and 12, of Township 33 North, Range 6 East, W.M. We note that prior to the recording of Easement No. 11 from the State of Washington, that the State of Washington conveyed the above mentioned portions thereof to Georgia-Pacific Corporation.
84. Any question that may arise regarding the possible overlap of Easement No. 11, as amended onto Parcels "16F", "16G" and "16H", all as shown on Exhibit A.
85. Agreement, and the terms and conditions thereof:
Between: Lincoln Timber, LLC
And: Mid-Valley Resources, Inc.
Dated: June 27, 2002
Recorded: June 28, 2002

Exhibit B – Page 14 of 15

PortInd1-2439423.3 0028668-00030



200811060104
Skagit County Auditor

Auditor's No.: 200206280180
Regarding: Access to portions of the subject property

86. Matters as disclosed and/or delineated on the face of the following recorded surveys:

Recorded:	Auditor's File Nos.:
December 20, 2002	200212200073
October 7, 2003	200310070112
September 22, 2005	200509220008
July 19, 2007	200707190145

87. Lot Certification, including the terms and conditions thereof.

Recorded: November 9, 2006
Auditor's No.: 200611090088

88. Easement including the terms and provisions thereof:

Grantee: Sierra Pacific Holding Company
Dated: May 7, 2007
Recorded: May 18, 2007
Auditor's Nos.: 200705180013
Purpose: "...hauling of forest and other commercial products..."

89. That certain Statutory Bargain and Sale Timber Deed between Grantor and Longview Timber, Corp., as Grantee, of even date hereof.

