



200811060105  
Skagit County Auditor

**AFTER RECORDING, RETURN TO:**

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

11/6/2008 Page 1 of 22 3:29PM

**CHICAGO TITLE CO.**

1044769

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS  
(Skagit County, Washington)**

Reference numbers of related documents:

792754, see Exhibit B for more

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 35 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.

330607-1-001-0005 CONTINUED ON PAGE 2

CONTINUED FROM PAGE 1

**ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS**  
(Skagit County, Washington)

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
330708-1-001-0005	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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**AFTER RECORDING, RETURN TO:**

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
FOR ACCESS RIGHTS  
(Skagit County, Washington)**

This ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS dated as of October 27, 2008 (this "**Agreement**") is by and between MID-VALLEY RESOURCES, INC., an Oregon corporation ("**Mid-Valley**") and LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company ("**Assignee**").

**RECITALS**

WHEREAS, Mid-Valley has contemporaneously herewith closed the conveyance of certain real property and other assets to Assignee pursuant to the terms and conditions of that certain Real Estate Purchase and Sale Agreement, dated as of September 15, 2008, as amended (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Mid-Valley has agreed to assign to Assignee certain access rights appurtenant to or used in connection with certain real property in Skagit County, Washington, that Mid-Valley has conveyed to Assignee by Statutory Bargain and Sale Deed of even date herewith, which real property is more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Skagit Timberlands**").

NOW, THEREFORE, in consideration of the payment of cash pursuant to the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Mid-Valley and Assignee, Mid-Valley and Assignee hereby agree as follows:

1. Effective as of the Closing Date (as defined in the Purchase Agreement), Mid-Valley hereby grants, assigns, and transfers to Assignee all of Mid-Valley's right, title, and interest in and to all access licenses, reciprocal access agreements, road use agreements, easements, access contracts, and all other access rights appurtenant to, or used in connection with the Skagit Timberlands (the "**Access Rights and Agreements**"), including but not limited to those listed on **Exhibit B** attached hereto and incorporated herein by this reference.



2. Effective as of the Closing Date, except as provided in Section 31 of the Purchase Agreement, Assignee hereby assumes all obligations of Mid-Valley accruing under the Access Rights and Agreements after the date of this Agreement.

3. Mid-Valley shall indemnify, defend and hold harmless Assignee from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring on or prior to the Closing Date or the failure of Mid-Valley to perform obligations accruing on or prior to the Closing Date under the Access Rights and Agreements. Except as to obligations not assumed by Assignee pursuant to Section 31 of the Purchase Agreement, and subject to the provisions of such Section 31, Assignee shall indemnify, defend and hold harmless Mid-Valley from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring after the Closing Date or the failure of Assignee to perform obligations accruing after the Closing Date under the Access Rights and Agreements.

4. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington, without reference to its provisions on conflicts of laws.

5. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

6. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, Mid-Valley and Assignee have caused this Assignment and Assumption Agreement for Access Rights to be duly executed under seal as of the day and year first above written.

MID-VALLEY RESOURCES, INC.,  
an Oregon corporation

LONGVIEW TIMBERLANDS LLC,  
a Delaware limited liability company

By:   
Name: Robert L. Bluhm  
Its: VP Finance & CFO

By: \_\_\_\_\_  
Name: Blake S. Rowe  
Its: President



2. Effective as of the Closing Date, except as provided in Section 31 of the Purchase Agreement, Assignee hereby assumes all obligations of Mid-Valley accruing under the Access Rights and Agreements after the date of this Agreement.

3. Mid-Valley shall indemnify, defend and hold harmless Assignee from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring on or prior to the Closing Date or the failure of Mid-Valley to perform obligations accruing on or prior to the Closing Date under the Access Rights and Agreements. Except as to obligations not assumed by Assignee pursuant to Section 31 of the Purchase Agreement, and subject to the provisions of such Section 31, Assignee shall indemnify, defend and hold harmless Mid-Valley from any claim, loss or liability arising under the Access Rights and Agreements based upon matters arising or occurring after the Closing Date or the failure of Assignee to perform obligations accruing after the Closing Date under the Access Rights and Agreements.

4. This Agreement shall be governed by, and construed in accordance with the laws of the State of Washington, without reference to its provisions on conflicts of laws.

5. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Mid-Valley and Assignee have caused this Assignment and Assumption Agreement for Access Rights to be duly executed under seal as of the day and year first above written.

MID-VALLEY RESOURCES, INC.,  
an Oregon corporation

LONGVIEW TIMBERLANDS LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

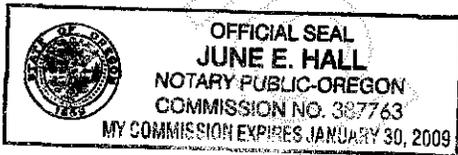
By: Blake S. Rowe  
Name: Blake S. Rowe  
Its: President



STATE OF OREGON )  
 ) ss.  
County of Multnomah )

I certify that I know or have satisfactory evidence that Robert L. Bluhm is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as VP Finance & CFO of Mid-Valley Resources, Inc., an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated Oct. 27, 2008.



June E. Hall  
Notary Public for the State of Oregon  
My appointment expires: 1/30/09

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Blake S. Rowe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as President of LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public for the State of Washington  
My appointment expires: \_\_\_\_\_



STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of Mid-Valley Resources, Inc., an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public for the State of Oregon  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Blake S. Rowe is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as President of LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated Oct. 29, 2008.



Leisa D. Harvard  
Notary Public for the State of Washington  
My appointment expires: 10/20/2010



**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.

Exhibit A  
1 of 11

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**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.

**PARCEL 16B:**

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

Exhibit A  
2 of 11

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**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 1/2 OF THE SOUTHWEST 1/4, SECTION 7, TOWNSHIP 33 NORTH, RANGE 7 EAST, W.M.

**NORTHERLY PORTION OF PARCEL 16F:**

A 300-FOOT RIGHT-OF-WAY ACROSS THE NORTH 1/2 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 1/4 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 1/2 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; 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.

Exhibit A  
3 of 11

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Skagit County Auditor

**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.

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**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 ¼; THE SOUTHWEST ¼; AND THE SOUTHEAST ¼; SECTION 29, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

**PARCEL 18EE:**

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

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**PARCEL 18FF:**

GOVERNMENT LOTS 4, 5, 6 AND 7; THE NORTHEAST ¼; THE EAST ½ OF THE NORTHWEST ¼; THE NORTHEAST ¼ OF THE SOUTHWEST ¼; AND THE NORTH ½ OF THE SOUTHEAST ¼, 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 ½ OF THE NORTHEAST ¼; THE NORTHWEST ¼; THE SOUTHEAST ¼; AND THE SOUTHWEST ¼, SECTION 35, TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

**PARCEL 19A:**

THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 25, TOWNSHIP 34 NORTH, RANGE 7 EAST W.M.

**PARCEL 19B:**

THE NORTH ½ OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

**PARCEL 19G:**

THE SOUTHWEST ¼ OF THE NORTHEAST ¼, 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 ½ OF THE NORTHEAST ¼ AND THE SOUTHWEST ¼ OF THE NORTHEAST ¼, 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,

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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 (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 ¼ OF THE NORTHWEST ¼ AND THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M.

**PARCEL 23A:**

THE EAST ½ OF THE SOUTHWEST ¼ AND GOVERNMENT LOT 4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., SITUATE IN SKAGIT COUNTY, WASHINGTON; EXCEPT THAT

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

**PARCEL 24A:**

THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ , 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  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; AND THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$ , 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  $\frac{1}{4}$ , THE SOUTHWEST  $\frac{1}{4}$ , AND THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ , SECTION 20; TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.

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**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.

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**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.

**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.

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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.

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

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## EXHIBIT B

### Access Rights and Agreements

#### South Skagit Block (Skagit County)

1. Reciprocal Easement, dated February 13, 1973 between Dewey Smith and Dorothy Smith, husband and wife, and Georgia-Pacific Corporation, recorded under Auditor's File No. 792754.
2. Grant of Easement, dated on or about October 10, 1996, from Grandy Lake Forest Associates Limited Partnership to John Hancock Mutual Life Insurance Company, recorded under Auditor's File No. 9610290078.
3. Easement Exchange, dated August 7, 1986 between Weyerhaeuser Company and Georgia-Pacific Company, recorded under Auditor's File No. 8608150015, as amended and supplemented by Easement Supplement, dated August 3, 1990, recorded under Auditor's File No. 90008210001.
4. Reservation in Right of Way Deed, dated November 28, 1961 from Hamilton Coal and Development Company to Scott Paper Company, et al., recorded under Auditor's File No. 616101.
5. Agreement, dated March 16, 1960 between Hamilton Coal and Development Company and Puget Sound Pulp & Timber Company, et al., recorded under Auditor's File No. 592784.
6. Grant of Road Use, dated March 16, 1960 from Hamilton Coal and Development Company to Puget Sound Pulp & Timber Company, recorded under Auditor's File No. 592783.
7. Easement Agreement, dated July 23, 1993 between John Hancock Mutual Life Insurance Company and the State of Washington, acting by and through its department of Natural Resources, recorded under Auditor's File No. 9308030025.
8. Right of Way Agreement, dated August 3, 1957 between Bradsberry Logging Company, and Puget Sound Pulp & Timber Company, recorded under Auditor's File No. 555973.
9. Agreement, dated December 7, 1954 between Puget Sound Pulp & Timber Company, and Scott Paper Company, recorded under Auditor's File No. 8611130008.
10. Reciprocal Forestry Road Easement, dated October 28, 1992 between John Hancock Mutual Life Insurance Company and Crown Pacific Ltd., recorded under Auditor's File No. 9210300020.

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11. Reciprocal Forestry Road Easement, dated March 16, 1997 between John Hancock Mutual Life Insurance Company and Crown Pacific, recorded under Auditor's File No. 9704280077.
12. Agreement, dated May 5, 1948 between C. O. Davis and Hattie Davis, husband and wife, and Hamilton Coal and Development Company, recorded under Auditor's File No. 419698.
13. Reciprocal Forestry Road Easement, dated February 10, 1994 between John Hancock Mutual Life Insurance Company and Hurn Shingle Company, Inc., recorded under Auditor's File No. 9403110057.
14. Road Easement, dated May 7, 2007 from Sierra Pacific Holding Company to Mid-Valley Resources, Inc., recorded under Auditor's File No. 200705180012.
15. Reservation in Deed, dated November 2, 1994 from John Hancock Mutual Life Insurance Company to Longview Fibre Company, recorded under Auditor's File No. 9411070066.
16. Easements for access and the terms thereof created by instruments recorded under Auditor's File Nos. 8511130021, 8409280013 and 304486, to the extent applicable.

#### **Cavanaugh Block (Skagit County)**

1. Easement Exchange, dated August 7, 1986 between Weyerhaeuser Company and Georgia-Pacific Corporation, recorded under Auditor's File No. 8608150015.
2. Easement Agreement, dated July 23, 1993 between John Hancock Mutual Life Insurance Company and the State of Washington, acting by and through its department of Natural Resources, recorded under Auditor's File No. 9308030025.
3. Easement created by Deed, dated January 25, 1918, from Anna Young to Clear Lake Lumber Company, recorded under Auditor's File No. 125738.
4. Agreement, dated March 16, 1960 between Hamilton Coal and Development Company and Puget Sound Pulp & Timber Company, et al., recorded under Auditor's File No. 592784.
5. Easement Supplement, dated June 14, 1994, between John Hancock Mutual Life Insurance Company and the State of Washington, acting by and through its Department of Natural Resources (recording information unknown).
6. Reservation in Deed, dated July 5, 1995 from John Hancock Mutual Life Insurance Company to G.C. Forest, Inc., recorded under Auditor's File No. 9507070096.

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7. Easement Exchange, dated August 27, 1984 between Georgia-pacific Corporation and Scott Paper Company, as recorded in the records of Jefferson County, Washington, under Auditor's File No. 291725.
8. Easement Agreement, dated September 29, 1977 between Georgia-Pacific Corporation and the State of Washington, acting by and through its department of Natural Resources, recorded under Auditor's File No. 8511130023.
9. Easement Amendment, dated January 18, 1989 between the State of Washington, acting by and through its Department of Natural Resources, and Georgia-Pacific Corporation, recorded under Auditor's File No.8901270020.
10. First Easement Supplement, dated September 1, 1987 between Georgia-Pacific Corporation and the State of Washington, acting by and through its department of Natural Resources, recorded under Auditor's File No. 8901270022.
11. Certificate of Grant of Right of Way, dated April 4, 1966 from the State of Washington, acting by and through its Department of Natural Resources to the United States of America, recorded under Auditor's File No. 695535.
12. Forest Road Easement, dated June 14, 1989 from the United States of America, acting by and through its Department of Forestry, to Georgia-Pacific Corporation, recorded under Auditor's File No. 8906300008.
13. Easement Agreement, dated January 18, 1982 between Georgia-Pacific Corporation and the State of Washington, acting by and through its department of Natural Resources, recorded under Auditor's File No. 8511130020.
14. Grant of Road Use, dated March 16, 1960 from Hamilton Coal and Development Company to Puget Sound Pulp & Timber Company, recorded under Auditor's File No. 592783.
15. Right of Way Easement, dated July 5, 1938 from the Estate of Patrick Ryan to Puget Sound Pulp and Timber Company, recorded under Auditor's File No. 498178.
16. Special Use Permit, dated November 20, 1957 from the United States Forest Service to Puget Sound Pulp & Timber Company.
17. Reservation in Right of Way Deed, dated November 28, 1961 from Hamilton Coal and Development Company to Scott Paper Company, et al.
18. Agreement, dated May 5, 1948 between C. O. Davis and Hattie Davis, husband and wife, and Hamilton Coal and Development Company, recorded under Auditor's File No. 419698.

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19. Reservation in Deed, dated November 2, 1994 from John Hancock Mutual Life Insurance Company to Longview Fibre Company, recorded under Auditor's File No. 9411070066.
20. Reservation in Deed, dated July 14, 1994 from John Hancock Mutual Life Insurance Company to Longview Fibre Company, recorded under Auditor's File No. 9407150142.
21. Stipulations Governing Rights of Ingress and Egress, dated December 26, 1961 from the United States Forest Service to Puget Sound Pulp & Timber Company.
22. Right of Way Deed, dated May 17, 1918 from Susan B. Knapp, et al. to Clear Lake Lumber Company, recorded under Auditor's File No. 126608.
23. Easement Exchange, dated May 1, 1968 between Summit Timber Company, Georgia-Pacific Corporation and the State of Washington, acting by and through its Department of Natural Resources, recorded under Auditor's File No. 720014.
24. Easement Agreement, dated December 10, 1979 between Georgia-Pacific Corporation and the State of Washington, acting by and through its Department of Natural Resources, recorded under Auditor's File No. 8511130019.
25. Easement Agreement, dated November 1, 1994 between John Hancock Mutual Life Insurance Company and the State of Washington, acting by and through its Department of Natural Resources, recorded under Auditor's File No. 9411030058.
26. Road Use Permit No. 50-081032, dated June 15, 2007 by and between the State of Washington, acting by and through its Department of Natural Resources, and Mid-Valley Resources, Inc.
27. Road Use Permit No. 50-081232, dated June 15, 2007 by and between the State of Washington, acting by and through its Department of Natural Resources, and Mid-Valley Resources, Inc.
28. Easements for access and the terms thereof created by instruments recorded under Auditor's File Nos. 8511130021, 8409280013 and 304486, to the extent applicable.

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