

AFTER RECORDING, RETURN TO:

Longview Timberlands LLC
Attn: General Manager – Washington Operations
10 International Way
PO Box 667
Longview, WA 98632



Skagit County Auditor \$82.00
5/9/2013 Page 1 of 11 10:22AM

CHICAGO TITLE
620018970-M

EASEMENT AGREEMENT

Document: Easement Agreement
Reference numbers of related documents: N/A
Grantor(s): Torretta, David
Torretta, Wilma
Grantee(s): Longview Timberlands LLC
Abbreviated Legal Description: Portions of Section 19, T36N, R5E, W.M.
Entire legal description is on Exhibit A of the attached **Easement Agreement**.
Assessor's Parcel Number(s): P51006

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 09 2013

Amount Paid \$
Skagit Co. Treasurer
By *mm* Deputy

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

EASEMENT AGREEMENT

~~MAY~~ This EASEMENT AGREEMENT (this "Agreement") is made this 6 day of February, 2013 by and between DAVID AND WILMA TORRETTA ("Grantor"), and LONGVIEW TIMBERLANDS LLC, a Delaware limited liability company ("Grantee").

RECITALS

- A. Grantor owns certain real property in Skagit County, Washington, more particularly described on attached Exhibit A (the "Grantor's Property").
- B. Grantee owns certain real property in Skagit County, Washington, more particularly described on attached Exhibit B (the "Benefitted Property").
- C. Grantor's Property was subject to a quiet title action in Skagit County Superior Court (No. 11-2-01125-1) (the "Quiet Title Action"). The final decree quieting title is attached as Exhibit C.
- D. Grantee previously had an easement for the benefit of the Benefitted Property over Grantor's Property. As a result of the Quiet Title Action, Grantee's easement was extinguished.
- E. Grantee desires to obtain from Grantor an easement over an existing road located on Grantor's Property for the purpose of commercial access to the Benefitted Property. Grantor is willing to grant such easement to Grantee pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Easement Grant. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement and right-of-way (the "Easement") for the purpose of providing Grantee, its employees, agents, contractors, and invitees, vehicular ingress and egress to and from the Benefitted Property and property hereafter acquired by Grantee and for the purpose of tree farm management; construction, reconstruction, maintenance, and repair of the Road (defined below); and the harvest, removal, and transport of timber, forest products, rock, and other valuable materials from the Benefitted Property and property hereafter acquired by Grantee. The Easement is granted over a strip of land of varying width adjacent to the south side of the centerline of existing, improved Hathaway Road and more particularly described on attached Exhibit D (the "Road").



2. **Road Use.** Grantor reserves unto itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and re-cross, at any place on grade or otherwise, the Road and to use the Road in a manner that will not unreasonably interfere with the rights granted herein.

3. **Third Parties.** Grantor reserves the right to authorize third parties to use Grantor's Property, provided that such use by the third party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to Grantee herein.

4. **Road Maintenance.** The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of the Road. When any party uses the Road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the Road is used solely by one party, such party shall maintain the portion of the Road so used to the standards existing at the time use is commenced. During periods when more than one party is using the Road, or any portion thereof, the parties shall meet and establish necessary maintenance provisions. This provision shall apply to any third party who uses the Road pursuant to easements or agreements with Grantor.

For purposes of this Agreement, "**maintenance**" is defined as the work normally necessary to preserve and keep the roadway, road structure, and road facilities as nearly as possible in their present condition or as hereafter improved.

5. **Construction and Improvement.** Unless the parties agree in writing to share the cost of improvements to the Road in advance of such improvements being made, any improvements made by a party shall be solely for the account of the improver. Each party may maintain or improve the Road to a higher standard at its own cost, provided that such higher standard of maintenance or improvement accommodates all existing uses at no additional cost to the party whose purposes for use do not require the higher standard. Any construction or improvements to the Road shall follow all applicable laws, rules and regulations, and Best Management Practices of the State of Washington.

6. **Road Damage.** Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to the Road occasioned by its use which is in excess of that which it would cause through normal and prudent usage of the Road. Should damage to the Road occur that is not caused by an authorized user of the Road, Grantor and Grantee shall meet to agree on the cost of repair and share equally in the repair costs.

7. **Insurance.** Grantee shall be required before using the Road for commercial use to obtain and maintain a policy of liability insurance in a form generally acceptable to Grantor. Minimum amounts of insurance shall be Comprehensive General Liability, including bodily injury and property damage in the amount of \$1,000,000 each occurrence. Comprehensive Automobile Liability insurance to include minimum limits of \$1,000,000. All policies of required insurance shall provide the following:



A. In the event of cancellation or reduction of all or any portion of the coverage for any reason, 30 days prior written notice of such cancellation or reduction will be furnished to Grantor.

B. Grantee shall furnish Grantor with a Certificate of Insurance as evidence of the above listed insurance.

C. All of the insurance requirements provided for herein shall apply to the Grantee and to any of its agents or contractors who access the Road for any of the purposes allowed under this Agreement.

8. Indemnity. Grantee agrees to save, defend, and hold harmless Grantor from all claims, costs, damages, or expenses of any kind, including claims for bodily injury or death, arising out of Grantee's use of the Road pursuant to this Agreement, except where such claims, costs, damages, or expenses are due to the negligence or willful misconduct of Grantor.

9. Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. Failure at any time to require performance of any provision of this Agreement shall not limit a party's right to enforce the provision. Any waiver of any breach of this Agreement shall not be a waiver of any succeeding breach or a waiver of any provision of this Agreement.

10. Attorney's Fees. In the event that any party retains an attorney, including in-house counsel, to enforce any provision of this Agreement, then the successful party shall be entitled to the award of reasonable attorney's fees from any party in default including fees incurred by either in-house or outside counsel in state and federal trial, bankruptcy, and appellate courts, and fees incurred without suit and all court and accounting costs incurred in resolution of such dispute.

11. Venue. Any and all suits and proceedings to enforce this Agreement may be instituted and maintained in the Superior Court of the State of Washington located in Skagit County, Washington.

12. Controlling Law. This Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, provided that in no event shall either party be liable for punitive damages in any action, suit, or proceeding under this Agreement.

13. Amendment. This Agreement may be amended only by a written instrument executed by the parties and recorded in the records of Skagit County, Washington.

14. Covenant and Warranty. The Grantor does hereby covenant and warrant that it is lawfully seized in fee simple of Grantor's Property, free from all encumbrances except those appearing of record, that no matter of record or any other agreement precludes or requires the



consent of a third party for the grant of the Easement to be effective, and that Grantor, its successors and assigns, will warrant and forever defend its title to said premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the date first written above.

Grantor:

David Torretta
David Torretta

Wilma Torretta
Wilma Torretta

Grantee:

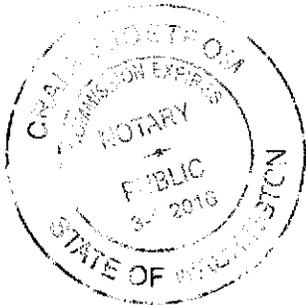
LONGVIEW TIMBERLANDS LLC,
a Delaware limited liability company

By: Chris Lipton
Chris Lipton

Its: Manager Washington Timberlands

STATE OF WASHINGTON)
)ss.
County of Skagit)

On this day personally appeared before me David Torretta, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 6 day of February, 2013.

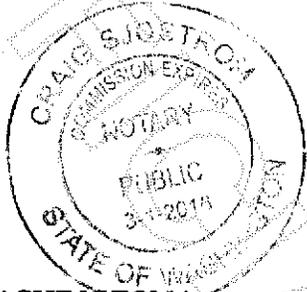


David Torretta
Notary Public in and for the State of Washington
Residing at: Mt. Vernon
My appointment expires: 3/1/16



STATE OF WASHINGTON)
)ss.
County of Skagit)

On this day personally appeared before me Wilma Torretta, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 6 day of ~~February~~ May, 2013.



[Signature]

Notary Public in and for the State of Washington
Residing at: Mt. Vernon
My appointment expires: 3/1/14

STATE OF WASHINGTON)
)ss.
County of Cowlitz)

On this 21st day of ~~February~~ March, 2013, before me personally appeared Chris Lipton, to me known to be the Manager Washington Timberlands, Longview Timberlands LLC, the Delaware limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said company.

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



[Signature]
Notary Public in and for the State of Washington
Residing at: Cowlitz
My appointment expires: 9-13-14



Exhibit A

Legal Description of Grantor's Property

Those portions of Section 19, Township 36 North, Range 5 East, W.M. described as follows:

Beginning at the North ¼ corner of said Section 19 as shown on that certain survey filed in Volume I of Surveys at page 109 under Auditor's File No. 809462, records of Skagit County, Washington; thence South 0°27'53" East, a distance of 20.07 feet, to the Southeast corner of that certain 20 foot wide strip conveyed to Skagit County by deed from Joseph and Annie Hoyt filed under Auditor's File No. 400581; thence North 85°27'52" West along the South line of said strip, a distance of 188.24 feet; thence South 02°14'30" West a distance of 92.66 feet to a point on the North line of Lot 9 shown on the hereinabove referenced survey; thence South 86°32'45" East along the North line of said Lot 9, a distance of 403.09 feet to an angle point in said North line; thence North 2°14'30" East, a distance of 109.52 feet to the North line of Section 19; thence North 86°38'46" West along the North line of said Section 19, a distance of 215.91 feet to the North ¼ corner of said Section 19 and the point of beginning.

Subject to right of way for the existing Thunder Creek Mainline (TH-ML) road, commonly known as the Hathaway Road.



Exhibit B

Legal Description of Benefitted Property

Portions of Sections 17, 18 and 21, in Township 36 North, Range 5 East of the Willamette Meridian, Skagit County, Washington, being more specifically described as:

In Section 17:

The Northeast Quarter of the Northeast Quarter; the Southwest Quarter of the Northeast Quarter; The Southeast Quarter of the Northeast Quarter; the Southeast Quarter of the Southwest Quarter; the Northeast Quarter of the Southwest Quarter; and the South 300 feet of the Northwest Quarter of the Southwest Quarter.

In Section 18:

The South 300 feet of the Northeast Quarter of the Southeast Quarter.

In Section 21:

Government Lots 4 and 5.

Total area of the lands described is approximately 460 acres

Affiliated Skagit County Assessor Tax Parcel Numbers are:

In Section 17 – parcel P50949

In Section 18 – parcel P51011

In Section 21 – parcel P51088.



2013 APR 24 PM 1:18

EXHIBIT C

STATE OF WASHINGTON
SKAGIT COUNTY SUPERIOR COURT

DAVID TORRETTA & WILMA
TORRETTA, h/w,

NO. 11-2-01125-1

Plaintiffs,

DECREE QUIETING TITLE

v.

JOHN HANCOCK MUTUAL LIFE
INSURANCE Co.; VICTOR I.
HUDDLE, as his separate property if
married; KAMALA, Inc., a Washington
corporation; NORTHWEST PIPELINE
CORP., a Delaware corporation;
LONGVIEW FIBRE Co., a
Washington corporation; AND ALL
PERSONS UNKNOWN CLAIMING
ANY INTEREST IN THE SUBJECT
REAL PROPERTY,

Defendants.

THIS MATTER HAVING COME ON EX PARTE, the Court having entered orders of
default against certain defendants; other defendants having been dismissed; and the remaining
defendants having consented to the entry of this Decree, now, therefore, IT IS HEREBY
ORDERED & DECREED AS FOLLOWS:

That title in and to the following-described real property, wholly located within Skagit
County, Washington, be and hereby is quieted in Plaintiff in fee simple, exclusive of the claims
of any of the Defendants herein, or their successors:

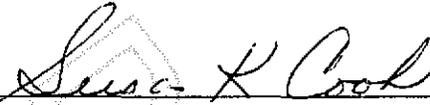


1 Those portions of Section 19, Township 36 North, Range 5 East, W.M.
2 described as follows:

3 Beginning at the North ¼ corner of said Section 19 as shown on that certain
4 survey filed in Volume 1 of Surveys at page 109 under Auditor's File
5 No. 809462, records of Skagit County, Washington; thence South 0°27'53"
6 East, a distance of 20.07 feet; to the Southeast corner of that certain 20 foot
7 wide strip conveyed to Skagit County by deed from Joseph and Annie Hoyt
8 filed under Auditor's File No. 400581; thence North 85°27'52" West along the
9 South line of said strip, a distance of 188.24 feet; thence South 02°14'30" West
10 a distance of 92.66 feet to a point on the North line of Lot 9 shown on the
11 hereinabove referenced survey; thence South 86°32'45" East along the North
12 line of said Lot 9, a distance of 403.09 feet to an angle point in said North line;
13 thence North 2°14'30" East, a distance of 109.52 feet to the North line of
14 Section 19; thence North 86°38'46" West along the North line of said
15 Section 19, a distance of 215.91 feet to the North ¼ corner of said Section 19
16 and the point of beginning.

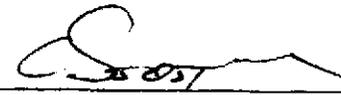
17 Subject to right of way for the existing Thunder Creek Mainline (TH-ML) road,
18 commonly known as the Hathaway Road.

19 DATED: 4/24/13

20 
21 JUDGE/COMMISSIONER

22 Presented by:

23 Approved for entry by:

24 
25 CRAIG SJOSTROM WSBA #21149
26 Attorney for Plaintiffs Toretta

27 
28 CHRISTA L. THOMPSON WSBA #15431
29 Senior Counsel
30 Attorney for Defendant State of Washington,
31 Department of Natural Resources

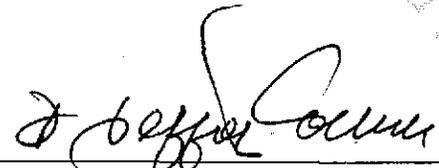
32 
33 D. JEFFREY COURSER WSBA #15466
34 Attorney for Defendant Longview Fibre, Inc.



Exhibit D

Legal Description of Easement

A non-exclusive easement for ingress and egress over a strip of land in Section 19, Township 36 North, Range 5 East, described as follows:

Beginning at the North 1/4 Corner of said Section 19 as shown in that certain survey filed in Volume 1 of Surveys at page 109 under Auditor's file No. 809462, records of Skagit County, Washington;

Thence South 00°27'53" East, along the north-south centerline of said Section 19 a distance of 20.07 feet to the southeast corner of that certain 20 foot wide strip of land conveyed to Skagit County by deed from Joseph and Annie Hoyt filed under Auditor's File No. 400581;

Thence leaving said center of section line and running parallel to the North line of said Section 19, South 86°38'46" East, a distance of 214.96 feet;

Thence running North 2°14'30" East, a distance of 20.03 feet to the North line of said Section 19,

Thence running North 86°38'46" West along said North Section line, a distance of 215.91 feet to the North 1/4 Corner of said Section 19 and the point of beginning.

Said easement covering approximately one tenth of an acre.