



201309060045

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**After Recording Return to:**

Bloedel Timberlands

1938 Fairview Avenue E. #300

Seattle, WA 98102

Attention: Peter Holman

Document Title(s) (or transactions contained therein):

GUARDIAN NORTHWEST TITLE CO.

1. Amendment to Easement Exchange and Agreement
- 2.
- 3.

A106536-2

Reference Number(s) of Documents assigned or released:  
(or page \_\_\_ of document(s))

- N/A - 9806040080

Grantor(s) (Last name first, then first name and initials):

1. Sierra Pacific Industries
2. Bloedel Timberlands Development, Inc.
- 3.
4. ☐ Additional names on page \_\_\_ of document.

Grantee(s) (Last name first, then first name and initials):

1. Bloedel Timberlands Development, Inc.
2. Sierra Pacific Industries
- 3.
4. ☐ Additional names on page \_\_\_ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Portions of the Southwest 1/4 of the Southeast 1/4 of Section 12 and of the Northeast 1/4 of the Northwest 1/4 of Section 13; all in Township 36 North, Range 6 East, W.M. \*\*

☐ Additional legal on page \_\_\_ of document.

Assessor's Property Tax Parcel/Account Number

P51263, P51264, P51271, P51269, P51295

\*\* Portions of the South 1/2 of Section 14; and Portions of the Southeast 1/4 of Section 15; and  
Portions of the North 1/2 of Section 22; all being in Township 36 North, Range 6 East, W.M.

## **AMENDMENT TO EASEMENT EXCHANGE AND AGREEMENT**

This Amendment to Easement Exchange and Agreement (this "Amendment") is made and entered into as of this 8th day of April, 2013 (the "Amendment Effective Date"), by and between Sierra Pacific Industries, a California corporation ("SPI"), and Bloedel Timberlands Development, Inc., a Washington corporation ("Bloedel"). SPI and Bloedel may each be referred to herein as a "Party" and may be referred to herein together as the "Parties."

### **RECITALS**

A. Bloedel and Crown Pacific Limited Partnership, a Delaware limited partnership ("Crown") entered into that certain Crown Pacific and Bloedel Hamilton Easement Exchange and Agreement (the "Easement Agreement"), dated May 8, 1998, and recorded in the Official Records of Skagit County, Washington, as Instrument No. 9806040086 on June 4, 1998.

B. SPI is successor-in-interest to Crown with respect to the real property described in the Easement Agreement as being owned by Crown.

C. SPI and Bloedel desire to amend the Easement Agreement to clarify the original intent of Bloedel and Crown and to grant additional easements to each other.

D. Capitalized terms not otherwise defined in this Amendment shall have the meanings provided in the Easement Agreement.

### **AGREEMENT**

For valuable consideration, the receipt of which is hereby acknowledged, the Parties agree that the Easement Agreement is hereby amended as follows:

1. Subject to all the terms and conditions of the Easement Agreement, SPI hereby grants or confirms to Bloedel the following easements:

(a) An easement across that portion of the existing forest road known as the 200 Road located on the real property designated as Property A on Exhibit A.

(b) An easement across the existing forest road across portions of Sections 2, 10, and 11, Township 36 North, Range 6 East, W.M., such road being known as the 210 Road and shown approximately as Segments AB, BC and XY in the attached Exhibit B.

(c) An easement across the existing forest road across the North Half of the Southwest Quarter of Section 10, Township 36 North, Range 6 East, W.M., such road being known as the 211 Road and shown approximately as Segment YZ in the attached Exhibit B.

(d) An easement across the existing forest road across portions of Section 2, Township 36 North, Range 6 East, W.M., and Section 35, Township 37 North, Range 6 East, W.M., such road being known as the 220 Road and shown approximately as Segment BD on the attached Exhibit B.

(e) An easement across the existing forest road across portions of Sections 3 and 4, Township 36 North, Range 6 East, W.M., and Sections 34 and 35, Township 37 North,



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Range 6 East, W.M., such road being known as the 246 Road and shown approximately as Segment DE on the attached Exhibit B.

(f) An easement sixty (60) feet in width, along with the right to construct, use and maintain a forest road, at a mutually agreeable location across the Northwest Quarter of the Southeast Quarter of Section 4, Township 36 North, Range 6 East, W.M., as shown approximately as Segment EE1 in the attached Exhibit B.

(g) An easement sixty (60) feet in width, along with the right to construct, use and maintain a forest road, at a mutually agreeable location across the Northwest Quarter of the Southwest Quarter of Section 10, Township 36 North, Range 6 East, W.M., as shown approximately as Segment ZZ1 in the attached Exhibit B.

The easements described in Sections 1(b) through 1(g) shall be for the benefit of certain Bloedel properties as follows: (i) Segments BC, BD, DE and EE1 shall benefit the Bloedel properties located in Government Lots 2, 3 and 4 and the Southwest Quarter of the Northeast Quarter and the South Half of the Northwest Quarter, all of Section 4; (ii) Segments BC and AB shall benefit the Bloedel properties located in the Southeast Quarter of the Northeast Quarter of Section 11; and (iii) Segments BC, AB, XY, YZ and ZZ1 shall benefit the Bloedel properties located in the East Half of the East Half of the Southeast Quarter of Section 9, and the Southwest Quarter of the Southwest Quarter of Section 10; all in Township 36 North, Range 6 East, W.M., as shown approximately as Benefitting Parcels in the attached Exhibit B.

2. Subject to all the terms and conditions of the Easement Agreement, Bloedel hereby grants or confirms to SPI the following easements:

(a) An easement across that portion of the existing forest road known as the 200 Road located on the real property designated as Property A2 on Exhibit A.

(b) An easement across that portion of the existing forest road known as the 200 Road located on the real property designated as Property C on Exhibit A.

(c) An easement across the existing forest road across the Southeast quarter of the Northeast quarter of Section 11, Township 36 North, Range 6 East, W.M., such road being known as the 210 Road and shown approximately as Segment AX in the attached Exhibit B.

3. For purposes of the maintenance obligations provided in the Easement Agreement, neither party shall be the designated maintainer with respect to the easements granted or confirmed herein, except for those easements described in paragraphs 1(a) and 2(a)-(b), as to which easements SPI shall be the designated maintainer.

4. Except as modified pursuant hereto, no other changes or modifications to the Easement Agreement are intended or implied and in all other respects the Easement Agreement is hereby specifically ratified, restated and confirmed by the Parties. The Easement Agreement and this Amendment shall be read and construed as one agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and delivered by their duly authorized representatives as of the Amendment Effective Date.



SIERRA PACIFIC INDUSTRIES

By: 

Title: M.D. Emmerson, CFO

BLOEDEL TIMBERLANDS DEVELOPMENT,  
INC.

By: 

Title: Charles B. Wright III, President

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20133642

SEP 06 2013

Amount Paid \$ 1,680.09  
Skagit Co. Treasurer  
By mem Deputy

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20133643

SEP 06 2013

Amount Paid \$ 106.07  
Skagit Co. Treasurer  
By mem Deputy



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## ACKNOWLEDGMENT

State of California

County of Shasta

On April 8, 2013 before me, Susan E. Witherspoon, Notary Public  
(insert name and title of the officer)

personally appeared M. D. Emmerson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

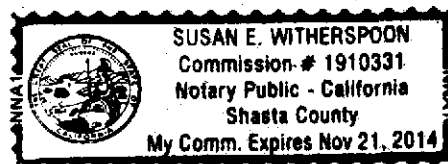
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan E. Witherspoon

(Seal)



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STATE OF WASHINGTON

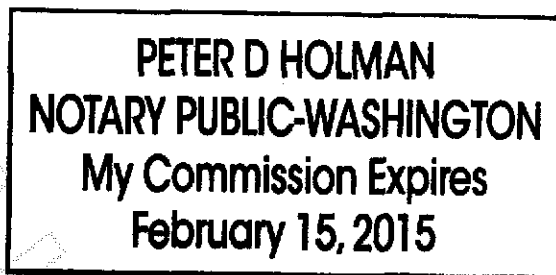
COUNTY OF KING

I certify that I know or have satisfactory evidence that Charles B. Wright III ~~(name of person)~~ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President ~~(type of authority, e.g., officer, trustee, etc.)~~ of Bloedel Timberland Development, Inc. ~~(name of party on behalf of whom instrument was executed)~~ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 6, 2013

P.D. Holman  
Title: Controller  
My appointment expires: February 15, 2015

(Seal or stamp)



STATE OF WASHINGTON

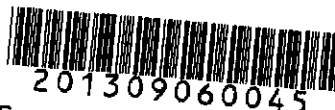
COUNTY OF \_\_\_\_\_

I certify that I know or have satisfactory evidence that (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the (type of authority, e.g., officer, trustee, etc.) of (name of party on behalf of whom instrument was executed) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

(Seal or stamp)



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## **EXHIBIT A**

### **PROPERTY A**

**All in Township 36 North, Range 6 East, W.M., Skagit County, Washington, the following described property:**

#### **Section 14**

The North 1,000 feet of the Northwest 1/4 of the Southwest 1/4;  
AND the West 200 feet of north 655 feet of Government Lot 2;  
AND The North 655 feet of Government Lot 3;

#### **Section 15**

The Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4;  
AND The East 1/2 of the Southeast 1/4 of the Southeast 1/4 Except the East 200 Feet of said Southeast 1/4 of the Southeast 1/4;  
AND the East 200 feet of the West Half of the Southeast 1/4 of the Southeast 1/4;  
AND the East 200 feet of the Southwest 1/4 of the Northeast 1/4 of the Southeast Quarter;

#### **Section 22**

Government Lot 1 except the Eastern 200 feet of said Government Lot 1;  
AND, all of Government Lot 2 except the North 670 feet thereof, also except the West 670 feet thereof;  
AND, all of U.S. Government Lot 7, except the South 1,250 feet of Government Lot 7; also except the West 260 feet of Government Lot 7; also except all that portion lying Southerly of a line that is parallel with and 30 feet Northerly of the center line of that certain existing private road known as Road 300; also except all that portion of a line that is parallel with and 30 feet Southerly of the center line of that certain existing private road known as Road 100.

### **PROPERTY A2**

**All in Township 36 North, Range 6 East, W.M., Skagit County, Washington, the following described property:**

#### **Section 13**

Commencing at the North 1/4 corner of Section 13, T36N, R6E., W.M., thence Westerly 1303.59' along the North line of Section 13 to the West 1/16th on the North line of Section 13, which is a 5/8" rebar/1" plastic cap marked "NWS & GPS, LS 21423, and the true point of beginning; thence Southerly 365 feet along the west line of the NE 1/4 of the NW 1/4 of Section 13, thence Northeasterly, 772 feet more or less to a point on the north line of Section 13 which is 680 feet Easterly from the point of beginning, thence, Westerly 680 feet along the north line of Section 13 to the point of beginning.

### **PROPERTY C**

**All in Township 36 North, Range 6 East, W.M., Skagit County, Washington, the following described property:**



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## Section 12

The following described lands, easements, rights, and property, over and across the South  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$ , lying northwesterly of a line parallel to and 100 feet southeasterly of the centerline of the existing forest road known as the "200 Road", said centerline more particularly described as:

Beginning at the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 12, thence South  $0^{\circ} 43'$  East a distance of 466 feet along the West line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  to the true point of beginning (basis of bearing Demeyer survey at AF 200806300108),

thence North  $57^{\circ} 0'$  East a distance of 51 feet,

thence North  $51^{\circ} 0'$  East a distance 330 feet,

thence North  $47^{\circ} 0'$  East a distance of 165 feet,

thence North  $38^{\circ} 0'$  East a distance of 74 feet,

thence North  $27^{\circ} 0'$  East a distance of 69 feet to a point on the North line of said Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  which true point of ending lies approximately 477 feet easterly of the Northwest corner of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 12 along said North line, or as existed on September 1, 2011.



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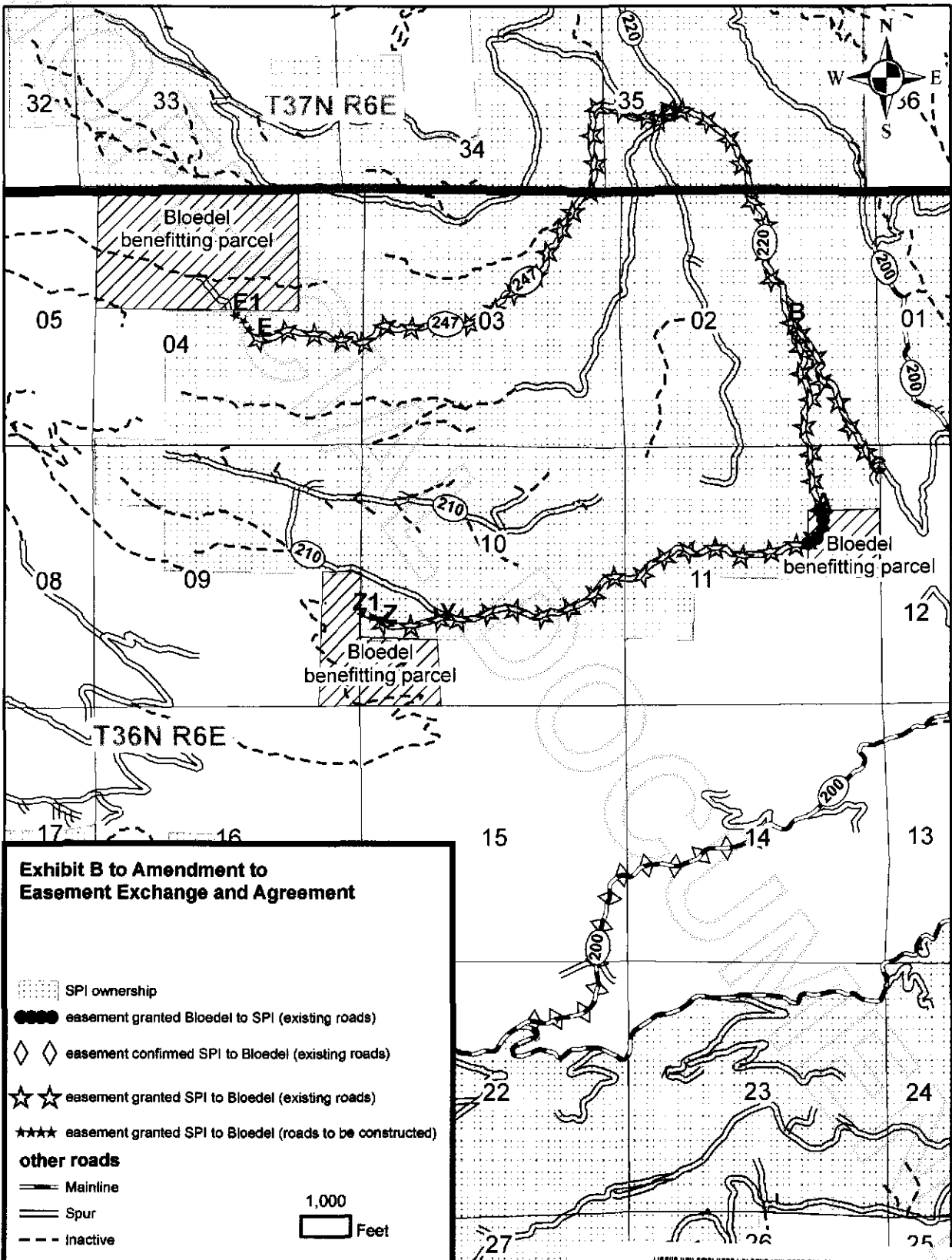
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