

When recorded return to:
Department of Natural Resources
Northwest Region
Attn: Jamie Hitt
919 North Township Street
Sedro-Woolley, WA 98284



Skagit County Auditor

\$152.00

3/4/2016 Page

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7 11:11AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
MAR - 4 2016

Amount Paid \$ —
Skagit Co. Treasurer
By **HB** Deputy

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands
Olympia, Washington 98504

Grantor(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES (Release) and SIERRA PACIFIC INDUSTRIES, INC. (Easement)
Grantee(s): SIERRA PACIFIC INDUSTRIES, INC. (Release), and STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES (Easement)
Legal Description: Portions of Sections 4 and 5, T35N, R6E, W.M., Section 33, T36N, R6E, W.M.
Assessor's Property Tax Parcel or Account Number: P40742, P40745, P40758, P40757, P40760, P40761, P40762, P40764, P40768, P51320
Cross Reference: AFN 598781, AFN 9706040005
DNR Easement No. 55-002669, 50-055502

SECOND EASEMENT AMENDMENT

THIS EASEMENT AMENDMENT (hereinafter "Second Amendment") is made by and between SIERRA PACIFIC INDUSTRIES, INC., a California corporation, ("SPI"), successor in interest to Scott Paper Company and Crown Pacific Limited Partnership, and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State") (collectively referred to as "Parties").

RECITALS

- A. On May 27, 1960, State and Scott Paper Company entered into the Skagit Hill Agreement, hereinafter called "Original Agreement," which was recorded in the records of Skagit County, Washington under Auditor's File No. 598781 on September 15, 1960.
- B. On May 7, 1997, State and Crown Pacific Limited Partnership entered into an Amendment of the Original Agreement, hereinafter "First Amendment", subject to the terms and conditions of the Original Agreement, which was recorded in the records of Skagit County, Washington on June 4, 1997 under Auditor's File No. 9706040005.

- C. SPI has abandoned portions of the Original Agreement and First Amendment and an alternate route exists where the State does not have easement.
- D. The Parties desire to amend the Original Agreement and First Amendment to reflect the abandonment of portions of the Original Agreement and First Amendment and convey a new easement across SPI's lands to the State.

The Parties agree as follows:

AGREEMENT

Release. The State, in exchange for the grant of easement contained herein, partially releases the Original Agreement and First Amendment, by hereby relinquishing and terminating any and all rights and interests in the property legally described as follows:

Those portions of the right of way referred to as "Schedule 4 Road" in the easement exchange between Scott Paper Company and the State of Washington Department of Natural Resources entitled "Skagit Hill Agreement" dated May 27, 1960 and recorded under AF# 598781, records of Skagit County, Washington being portions of S1/2 of the SW1/4 of Section 33, Township 36 North, Range 6 East, W.M., and Government Lot 4, SW1/4 of the NW1/4 of Section 4, S1/2 of the NE1/4, SE1/4 of the NW1/4, N1/2 of the SW1/4 of Section 5, Township 35 North, Range 6 East, W.M., Skagit County Washington, more particularly described as follows:

Beginning at the point in the said Schedule 4 Road description within the S1/2 of the SW1/4 of Section 33 identified as "the intersection of the Scott Paper Company No. 100 and No. 110 Roads", thence continuing along said description through those said portions of Sections 33, 4 and 5 a distance of eight thousand three hundred and forty feet more or less (8,340') to an intersection with a road bearing in a southeasterly direction. Also shown approximately on the attached exhibit A.

The easements, or portions thereof, in the Original Agreement and First Amendment that are not expressly extinguished and quitclaimed in this Release shall remain in full force and effect.

Grant of Easement. SPI, for and in consideration of the Release, hereby grants and conveys to State, its successors and assigns a non-exclusive easement over a parcel of land legally described as follows:

Portions of the SW1/4 of the SE1/4, E1/2 of the SW1/4, and the NW1/4 of the SW1/4 of Section 5, Township 35 North, Range 6 East, W.M., Skagit County Washington being a strip of land sixty (60) feet in width running thirty (30) feet on each side of the centerline of an existing road beginning at the intersection of the west line of the S1/2 of the SE1/4 of the SE1/4 of said Section 5 and the centerline of that easement and right of way granted to Sierra Pacific Industries by Kimberly-Clark Worldwide, Inc.

as recorded on July 15, 2015 under AF# 201507160042, records of Skagit County, Washington, thence continuing along said road centerline in a northwesterly, northeasterly and southwesterly direction six thousand three hundred and twenty feet more or less (6,320') to the centerline intersection of another existing road that bears northwesterly and southeasterly at the point of intersection. Also shown approximately on the attached exhibit A.

This easement shall be governed by the terms and conditions set forth in the First Amendment and be deemed appurtenant to real property located in Skagit County now owned or hereafter acquired by State.

All exhibits referenced in the Original Agreement and First Amendment are incorporated as part of the Second Amendment and will only reflect changes resulting from this amendment.


Except as amended hereby, the Original Agreement and First Amendment shall remain in full force and effect as previously executed, and the Parties ratify the Original Agreement and First Amendment as amended. The Original Agreement and First Amendment is limited as specified herein and shall not constitute a modification, acceptance or waiver of any other provision of the Original Agreement and First Amendment. From and after the date hereof, all references to the Original Agreement and First Amendment shall be deemed references to the Original Agreement and First Amendment as amended.

The Second Amendment may be signed in counterparts, any one of which shall be deemed an original. Delivery by facsimile of an executed counterpart shall have the same effect as physical delivery of an original so long as the facsimile original is sent by overnight courier to the other party.

The Second Amendment requires the signature of the Parties and is effective on the date of the last signature below.

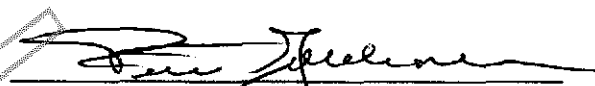
SIERRA PACIFIC INDUSTRIES

Dated: January 15, 2016.


M. D. EMMERSON
Chief Financial Officer
14353 McFarland Road
Mount Vernon, WA 98273
360-424-7619

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: Feb 10, 2016.


PETER GOLDMARK
Commissioner of Public Lands
P.O. Box 7000
1111 Washington Street SE
Olympia WA 98504-7000

Affix the Seal of the Commissioner
of Public Lands

Approved as to form
September 21, 2015
By Colleen Warren
Assistant Attorney General
for the State of Washington

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Shasta

On January 15, 2016 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

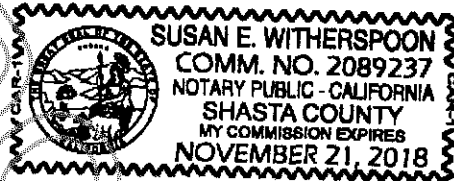
personally appeared M. D. Emerson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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



STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 10, 2016

Kelli Messegue
(Signature)

(Seal or stamp)



KELLI MESSEEGEE
(Print Name)

Notary Public in and for the State of Washington,
residing at Olympia

My appointment expires 8-1-17

EXHIBIT A
Easement Area

