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02/19/2019 02:19 PM Pages: 1 of 16 Fees: \$114.00  
Skagit County Auditor

After recording return to:

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SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

FEB 19 2019

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

Document Title:

SIERRA PACIFIC LAND & TIMBER COMPANY  
ROAD ACCESS EASEMENT AGREEMENT  
KIEWIT INFRASTRUCTURE CO.  
SIERRA PACIFIC LAND & TIMBER COMPANY

Grantor:

Grantee:

Legal Description:

Assessor's Parcel/I.D. Number:

P45541

*13/35/10 et al*

**SIERRA PACIFIC LAND & TIMBER COMPANY ROAD ACCESS EASEMENT  
AGREEMENT**

THIS **ROAD ACCESS EASEMENT AGREEMENT** ("Easement Agreement") is made this 19<sup>th</sup> day of February, 2019, by and between **KIEWIT INFRASTRUCTURE COMPANY**, a Delaware corporation, ("Grantor"), and **SIERRA PACIFIC LAND & TIMBER COMPANY**, a California corporation ("Grantee") (collectively, SPL&T and KIC are referred to herein as the "Parties").

**WHEREAS**, pursuant to a Purchase Agreement between the Parties dated February 19, 2019 (the "Agreement"), Grantor has agreed to grant to Grantee, subject to the terms of this Easement Agreement, a road access easement (the "Easement") across Parcel P45541 as depicted on Exhibit "A", attached hereto, for the benefit of Parcels as described in Exhibit "B", attached hereto and incorporated herein and other properties hereafter acquired by Grantee.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to execute the Easement as follows:

1. **GRANT OF EASEMENT, Segment 3.** The Grantor hereby grants to the Grantee, a perpetual, non-exclusive Easement across, along, in, and upon the burdened property along an existing forest road, as depicted on Exhibit "A" attached hereto, for ingress and egress to the benefitted properties, subject to the terms of this Easement Agreement. The width of the Easement shall be 20 feet either side of the centerline of such existing forest road.

2. **DURATION.** The Easement granted herein shall be permanent in duration, shall be a covenant running with the land, and is given by one Party to the other, and to their successors and assigns.

3. **USE.** The Grantee shall use the Easement for access to and from Grantee's properties, provided that the Grantees use of the Easement and the maintenance of the Easement shall not unreasonably interfere with the Grantor's use of the property burdened by this Easement. The purpose of the Easement is for use and maintenance of existing roads, hauling forest products and other valuable materials from lands now owned or hereafter acquired by Grantee and to provide access to said lands for land management and forest management activities. Grantor reserves the right at all times and for any purpose to cross and recross at any place on grade or otherwise on said Easement in a manner which will not unreasonably interfere with the rights granted to Grantee herein.

Each Party hereto may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as a "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

4. **IMPROVEMENTS AND MAINTENANCE.** Grantee shall have the right to make any reasonably necessary improvements to the Easement for the benefit of the Grantee at Grantee's sole cost. All improvements within the Easement shall be consistent with applicable local, state, or federal laws and regulations.

5. **MAINTENANCE.** The cost of road maintenance and resurfacing shall be allocated on the basis of respective use of said 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 necessary as a result of such use by such Party as hereinafter provided. During periods when the road is being used solely by one Party, such Party shall maintain that portion of said road so used to at least 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 hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but are not limited to:

- a) The appointment of a maintainer, which may be one of the parties hereto or any third Party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance and resurfacing of the road or the portion thereof being used; and
- b) A method of payment by which each Party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this Easement Agreement, maintenance is defined as 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 specified to be improved. This definition includes but is not limited to the following: grading, ditching, minor culvert replacement, brush cutting, dust abatement, surface patching, surface rock replacement,

asphalt repair and replacement, gate repair, small slide repair, and structure maintenance. In addition, the Parties recognize that the construction, maintenance, and improvement of said road will likely be governed by applicable regulations of governmental agencies controlling the same.

6. **REPAIRS.** Each Party using any portion of the Easement shall repair, or cause to be repaired, at its sole cost and expense, that damage to said roadway caused by it which is in excess of what it would cause through normal and prudent use of said road. Should extraordinary damages (including but not limited to large slides, or road prism failures greater than 100 yards<sup>3</sup>, large drainage structure replacements of bridges or culverts 48 inches and larger, and specified road segment drainage structure updates) to the road occur which is not caused by an authorized user of said road, the Parties hereto shall meet to agree to repair the road, the cost of such repair, the Party to undertake the repair, and the share of repair costs to be borne by each Party on the basis of each Party's tributary acres beyond the point of damage at the time the damage occurs. Unless the Parties hereto do agree in writing as to each of the foregoing in advance of such repairs being made, then no repairs shall be made, or if such repairs are undertaken by one of the Parties, then all costs of such repairs shall be borne solely by that Party.

7. **FIRE.** Grantor reserves the right to impose on Grantee temporary closure of the Easement or restriction of specific uses during times of high fire danger. In addition, the Parties acknowledge that the use of the Easement may be subject to a temporary fire shutdown as determined by the applicable governmental agencies controlling the same.

8. **GATES.** Grantor and Grantee shall be provided access to and through any gates located by either the Grantor or Grantee on any portion of the Easement.

9. **NOT A PUBLIC DEDICATION.** This grant is not a public dedication, and the public shall not have access to this Easement. It shall be the Grantee's affirmative obligation to restrict public access to the Easement.

10. **INDEMNIFICATION.** Grantee shall indemnify, defend, and save harmless the Grantor from any claim or loss by reason of the Grantee's use or misuse, including negligence, of the Easement and from any claim or loss by reason of any accident or damage to any person or property happening within the Easement to the extent such damage is caused by the acts, negligence, willful misconduct or omissions by the Grantee. Grantor shall indemnify, defend and save harmless the Grantee from any claim or loss by reason of the Grantor's use or misuse, including negligence, of the Easement and from any claim or loss by reason of any accident or damage to any person or property happening within the Easement to the extent such damage is caused by the acts, negligence, willful misconduct or omissions of the Grantor.

11. **INSURANCE.**

a) At all times during the term of this Easement Agreement, Grantee shall procure and maintain, at its own expense, all of the following coverage and in the amounts described below:

(i) Workers' Compensation insurance, which includes a waiver of subrogation if jurisdictionally permissible, conforming to all applicable statutory requirements of the State of Washington;

(ii) Regardless of the minimum statutory requirements of the State of Washington, Stop Gap Liability Insurance (Employer's Contingent Liability Insurance) which includes a waiver of subrogation if jurisdictionally permissible, with minimum limits of no less than \$1,000,000;

(iii) Commercial General Liability ("CGL") insurance shall be maintained with minimum limits of \$1,000,000 each occurrence; and \$1,000,000 General Aggregate. CGL insurance shall include a waiver of subrogation if jurisdictionally permissible, be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, completed operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include Grantor and all parents, subsidiaries and affiliates of Grantor, and their respective officers, directors, agents and employees (all of the foregoing collectively, the "Additional Insureds"), as additional insureds using ISO additional insured endorsements CG 20 10 04 13, or its equivalent, and CG 20 37 04 13, or its equivalent; and

(iv) Commercial Automobile Liability ("CAL") insurance shall be maintained with minimum limits of \$1,000,000 per accident. CAL insurance shall include a waiver of subrogation if jurisdictionally permissible and shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include the Additional Insureds as additional insureds.

b) All policies and coverage procured by Grantee as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000 per loss without Grantor's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation where required, (ii) for any coverage as to which any Additional Insured is named and included as an Additional Insured, a provision that specifies the Policies are primary and that any insurance or self-insurance maintained by Grantor or any other Additional Insured shall not contribute with it and (iii) that the applicable waiver of subrogation shall not affect the Grantor's right, or any other Additional Insured's right, to recover under such insurance policy. If Grantor or any other Additional Insured has other insurance that is applicable to any loss on an excess or contingent basis, the amount of Grantee's liability under the Policies cannot be reduced by the existence of such other insurance. Grantee shall provide Grantee's insurance agent or broker with a complete copy of all insurance requirements set forth in this Section 11.

c) All Policies described shall be procured to the satisfaction of Grantor and shall be underwritten by an insurer acceptable to Grantor (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington). At Grantor's election, Grantor shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Prior to commencement of use of the Easement by Grantee, Grantee shall furnish Grantor with certificates of insurance

and endorsements of all required insurance for Grantee. Such certificates of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice to Grantor, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Grantee shall procure and furnish to Grantor, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Grantee has failed for any reason to secure the Policies to the satisfaction of Grantor upon execution of this Easement Agreement, or if Grantor has not been furnished a certificates of insurance as aforesaid within twenty (20) days from written request by Grantor for such certificates of insurance, then Grantor shall have the right, in addition to any other remedy available to it, to secure any or all of said Policies and Grantee shall reimburse Grantor for the cost of any such Policies within ten (10) days after written request by Grantor.

d) Grantee shall require any subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Grantee in this Section 11, including applicable waiver of subrogation and additional insured requirements, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than \$1,000,000 each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by Grantor in writing. Grantee shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

e) Notwithstanding any other provision of this Easement Agreement, and separate and apart from any obligation of Grantee to indemnify, if Grantee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Grantee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under applicable law.

f) Any or all of the required insurance of Grantee may be provided by way of commercially reasonable self-insurance program.

g) All insurance certificates or other evidence of coverage required to be submitted to Grantor pursuant to this Section 11 shall be sent to:

Kiewit Infrastructure Company

\_\_\_\_\_  
ATTN: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

## 12. GENERAL TERMS.

A. **Incorporation of the Agreement.** The terms and conditions of the Agreement, including Section C, General Terms, are incorporated herein as if fully set forth herein.

B. **Benefit; Liability.** This Easement and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the

respective successors, successors in trust, and assigns of the Parties hereto.


C. **Exhibits.** All exhibits attached hereto are incorporated by reference as if fully set forth herein.

D. **Entire Agreement.** The entire agreement as to the Easement is contained in this Easement Agreement. This Easement Agreement together with the Agreement supersede all of the Parties' previous understandings and agreements, written and oral, with respect to this Easement. Neither SPL&T nor KIC shall be liable to the other for any representations made by any person concerning the Easement or regarding the terms of this Easement Agreement or the Agreement, except to the extent that the same are expressed in this Easement Agreement or the Agreement. This Easement Agreement may be amended only by written instrument executed by SPL&T and KIC subsequent to the date hereof. The terms used in this Easement Agreement are defined herein or in the Agreement. This Easement Agreement is to be interpreted as implementing, not controlling the Agreement. In the event of a conflict between this Easement Agreement and the Agreement, the Agreement shall control.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Easement on the day and year first above written.

**KIEWIT INFRASTRUCTURE CO.**

**SIERRA PACIFIC LAND & TIMBER  
COMPANY**

x   
By: Christy M. Edwards  
Its: ESTIMATING DIRECTOR

\_\_\_\_\_  
By: M D Emmerson  
Its: Chairman and CFO

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respective successors, successors in trust, and assigns of the Parties hereto.

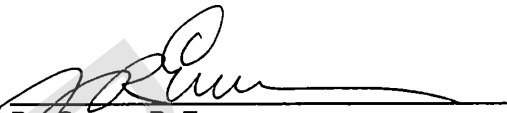
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**KIEWIT INFRASTRUCTURE CO.**

**SIERRA PACIFIC LAND & TIMBER  
COMPANY**

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

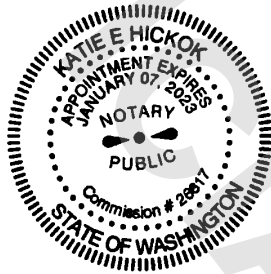
  
By: George R. Emmerson  
Its: President

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STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF Skagit )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Charles Nyberg, to me known to be the Estimating Director of KIEWIT INFRASTRUCTURE COMPANY, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 15<sup>th</sup> day of February, 2019.



Katie E. Hickok  
 Print Name: Katie E. Hickok  
 NOTARY PUBLIC in and for the  
 State of Washington, residing at Mt Vernon  
 My commission expires: 1-7-23

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, \_\_\_\_\_, to me known to be the \_\_\_\_\_ of SIERRA PACIFIC INC., and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the  
 State of Washington, residing at \_\_\_\_\_  
 My commission expires: \_\_\_\_\_



**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

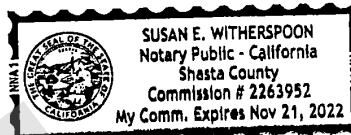
County of Shasta

On February 15, 2019 before me, Susan E. Witherspoon, Notary Public  
(insert name and title of the officer)

personally appeared George.R. 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.

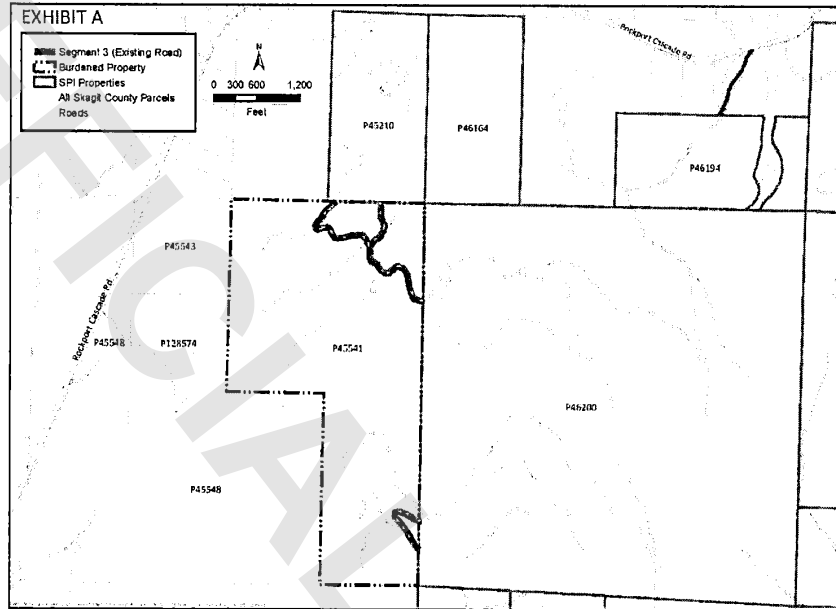


Signature

Susan E. Witherspoon

(Seal)

**EXHIBIT "A"**  
**DEPICTION OF THE EASEMENT AND BENEFITTED/BURDENED PROPERTY**



**EXHIBIT "B"**  
**LEGAL DESCRIPTION OF BURDENED AND BENEFITTED PROPERTIES**

**Grantor's Burdened Property**

**EXHIBIT B (Continued)**  
**GRANTEES BENEFITTED PROPERTIES LEGAL DESCRIPTION**

**ROAD ACCESS EASEMENT**  
**SEGMENT 3 BENEFITTED PROPERTIES**  
**(EXCERPTS FROM DEEDS, AF NOS. 201806290144 AND 201308290062)**

**TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.**

**SECTION 13**

GOVERNMENT LOTS 7 AND 8 IN SECTION 13, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.**

**SECTION 11**

GOVERNMENT LOT 4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**SECTION 14**

THOSE PORTIONS OF GOVERNMENT LOTS 2 AND 3 LYING NORTHERLY OF THE STATE HIGHWAY; THE NORTHWEST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  AND GOVERNMENT LOTS 1 AND 4, ALL WITHIN SECTION 14, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT THAT PORTION OF GOVERNMENT LOT 4 LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGINNING ON THE WEST LINE OF SAID GOVERNMENT LOT 4 AT THE SOUTHERLY BANK OF THE CASCADE RIVER; THENCE SOUTH  $00^{\circ}38'01''$  EAST ALONG SAID WEST LINE TO THE QUARTER CORNER COMMON TO SAID SECTIONS 14 AND 15;  
THENCE NORTH  $39^{\circ}54'05''$  EAST 796.54 FEET;  
THENCE NORTH  $67^{\circ}42'16''$  EAST 516.62 FEET;  
THENCE NORTH  $89^{\circ}30'52''$  EAST 327.59 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 4;  
THENCE NORTH  $00^{\circ}29'02''$  EAST A DISTANCE OF 530.00 FEET, MORE OR LESS, TO THE LINE OF ORDINARY HIGH WATER ON THE SOUTHERLY BANK OF THE CASCADE RIVER;  
THENCE IN A GENERAL SOUTHWESTERLY DIRECTION ALONG SAID LINE OF ORDINARY HIGH WATER TO THE POINT OF BEGINNING.

THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THE NORTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE

**EXHIBIT B (Continued)**  
**GRANTEES BENEFITTED PROPERTIES LEGAL DESCRIPTION**

(SECTION 14 CONT.)

SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  AND THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , SECTION 14, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 15

THAT PORTION OF GOVERNMENT LOT 5, SECTION 15, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., LYING SOUTHERLY OF THE NORTHERLY MARGIN OF A STRIP OF LAND 60 FEET IN WIDTH HAVING 30 FEET ON EACH SIDE OF THE CENTERLINE OF "ROAD A" AS DESCRIBED IN INSTRUMENT RECORDED JANUARY 13, 1985, UNDER AUDITOR'S FILE NO. 660830 AND LYING WESTERLY OF THE WESTERLY BOUNDARY OF "CASCADE RIVER PARK NO. 3," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 22 THROUGH 24, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

THAT PORTION OF GOVERNMENT LOT 8, SECTION 15, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TRACT A OF CASCADE RIVER PARK NO. 2, WHICH POINT BEARS SOUTH 25°26'25" EAST 148.64 FEET FROM THE MOST NORTHERLY CORNER OF TRACT B OF SAID PLAT; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID TRACT A ALONG THE FOLLOWING COURSES AND DISTANCES:

A CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS NORTH 25°26'25" WEST 500 FEET) A DISTANCE OF 257.81 FEET;  
 THENCE NORTH 35°01'02" EAST 168.63 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 400 FEET;  
 THENCE ALONG SAID CURVE A DISTANCE OF 439.93 FEET TO INTERSECT THE MOST EASTERLY LINE OF SAID TRACT A;  
 THENCE LEAVING THE SOUTHERLY LINE OF SAID TRACT A AND PROCEEDING NORTH 89°21'59" EAST 690.21 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8 AND END OF SAID LINE.

THE NORTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; AND GOVERNMENT LOT 7, SECTION 15, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT THEREFROM THOSE PORTIONS LYING WITHIN THE PLATS OF "CASCADE RIVER PARK NO. 2," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 20 AND 21, AND "CASCADE RIVER PARK NO. 3," AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 22 THROUGH 24, INCLUSIVE, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND EXCEPT BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 73 ON THE SOUTHEASTERLY BOUNDARY OF SAID PLAT OF CASCADE RIVER PARK NO. 2;  
 THENCE NORTH 50°54'08" EAST ALONG SAID PLAT BOUNDARY 67.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WITH A RADIUS OF 203.49 FEET;  
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°45'52" AND ARE DISTANCE OF 13.57 FEET TO A POINT OF REVERSE CURVATURE AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 430.00 FEET;  
 THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°13'50" AND AN ARC DISTANCE OF 234.38 FEET;  
 THENCE SOUTH 33°33'50" EAST 133.79 FEET;  
 THENCE SOUTH 58°54'08" WEST 424.72 FEET;

**EXHIBIT B (Continued)**  
**GRANTEES BENEFITTED PROPERTIES LEGAL DESCRIPTION**

(SECTION 14 CONT.)

THENCE NORTH 31°05'52" WEST 200 FEET TO THE POINT OF BEGINNING.

THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTHEAST ¼ AND THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼, SECTION 15, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 16

THAT PORTION OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., LYING SOUTHERLY OF THE NORTHERLY MARGIN OF A STRIP OF LAND 80 FEET IN WIDTH HAVING 30 FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF AN EXISTING ROADWAY, DESIGNATED AS ROAD "A" IN INSTRUMENT RECORDED JANUARY 13, 1965, UNDER AUDITOR'S FILE NO. 660830, RECORDS OF SKAGIT COUNTY, WASHINGTON.

GOVERNMENT LOTS 6 AND 7, SOUTH ½ OF THE NORTHWEST ¼ AND THE SOUTHWEST ¼, ALL IN SECTION 16, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., EXCEPT THAT PORTION LYING WITHIN SKAGIT COUNTY ROAD RIGHT-OF-WAY KNOWN AS SOUTH CASCADE ROAD AND EXCEPT THAT PORTION CONVEYED TO THE NATURE CONSERVANCY, A DISTRICT OF COLUMBIA NON-PROFIT CORPORATION UNDER AUDITOR'S FILE NO. 200702140130.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 17

THE SOUTHWEST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO SKAGIT COUNTY UNDER AUDITOR'S FILE NO. 683926, RECORDS OF SKAGIT COUNTY WASHINGTON, FOR ROAD PURPOSES,

AND EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT THE NORTH 1/16<sup>TH</sup> CORNER OF THE SOUTHWEST ¼ OF SECTION 17;  
THENCE SOUTH 00°43'33" EAST A DISTANCE OF 175.00 FEET;  
THENCE NORTH 89°10'51" EAST A DISTANCE OF 248.91 FEET;  
THENCE NORTH 00°43'33" WEST A DISTANCE OF 175.00 FEET;  
THENCE SOUTH 89°10'51" WEST A DISTANCE OF 248.91 FEET TO THE POINT OF BEGINNING;

THE NORTH ½ OF THE SOUTHEAST ¼; THE SOUTH ½ OF THE SOUTHEAST ¼, SECTION 17, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 18

GOVERNMENT LOTS 14 AND 15 AND THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ AND THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 18, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**EXHIBIT B (Continued)**  
**GRANTEES BENEFITTED PROPERTIES LEGAL DESCRIPTION**

**SECTION 19**

THE NORTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; GOVERNMENT LOTS 1,2 AND 3; THE EAST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE WEST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ ; AND THE EAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ , GOVERNMENT LOT 4 AND ALL OF THE SOUTHEAST  $\frac{1}{4}$ . ALL WITHIN SECTION 19, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**SECTION 20**

THE NORTHWEST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE WEST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$ ; THE NORTHEAST  $\frac{1}{4}$ ; THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**SECTION 21**

THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE NORTH  $\frac{1}{2}$ ; THE NORTH  $\frac{1}{4}$  OF THE SOUTH  $\frac{1}{2}$ ; THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 21, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT LOGGING ROADS 40 FEET IN WIDTH OVER AND ACROSS SAID PROPERTY AS CONSTRUCTED ON NOVEMBER 4, 1954, AS CONVEYED TO BRADBERRY TIMBER COMPANY, A CORPORATION, TO MARBLEMOUNT TIMBER COMPANY, A CORPORATION, BY DEED DATED NOVEMBER 4, 1954, AND RECORDED UNDER AUDITOR'S FILE NO. 509926, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

**SECTION 22**

THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE NORTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT LOGGING ROADS 40 FEET IN WIDTH OVER AND ACROSS SAID PROPERTY AS CONSTRUCTED ON NOVEMBER 4, 1954, AS CONVEYED TO BRADBERRY TIMBER COMPANY, A CORPORATION, TO MARBLEMOUNT TIMBER COMPANY, A CORPORATION, BY DEED DATED NOVEMBER 4, 1954, AND RECORDED UNDER AUDITOR'S FILE NO. 509926, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN COUNTY OF SKAGIT, STATE OF WASHINGTON.

**SECTION 28**

THE NORTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M., SKAGIT COUNTY, WASHINGTON.

EXCEPT ROAD RIGHTS OF WAY.

**EXHIBIT B (Continued)**  
**GRANTEES BENEFITTED PROPERTIES LEGAL DESCRIPTION**

SECTION 29

ALL OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.,

EXCEPT THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$ .

ALSO EXCEPT ROAD RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 30

THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTHEAST  $\frac{1}{4}$ ; THE EAST  $\frac{1}{2}$  OF THE NORTHWEST  $\frac{1}{4}$ ; THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; GOVERNMENT LOTS 1 AND 2; THE NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT ROAD RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 31

ALL OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

EXCEPT ROAD RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 32

THE NORTHWEST  $\frac{1}{4}$ ; NORTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$ ; NORTH  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$ ; THE SOUTHWEST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.,

EXCEPT ROAD RIGHTS OF WAY.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SECTION 35

THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 11 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

