**ME527** 

#### LETTER OF AGREEMENT

Inamerich as John C. Hackney has conveyed and varranted to the United States Plywood Corporation the following described real astate situated in the County of Lewis, State of Washington:

That part of the Mortheast quarter (MELP of the Southeast quarter (SE) of Section Ten (10), Township Iwelve (12) Morth, Range Six (6) East of the Willamette Meridian, described as follows: Beginning at the East 2 corner of said Section 10, thence west 1320 feet more or less to the Morthwest corner of the Mortheast quarter of the Southeast quarter of said Section 10; thence south 640; thence east 1295 feet more or less to a point 25 feet west of the east boundary of said Section 10; thence south to the Morth boundary of the right-of-way line of said Section 10; thence southeasterly 25 feet along said Highway right-of-way line to a point on the east boundary line of said Section 10; thence north along East boundary line of said Section 10 to the place of beginning.

It is agreed that United States Plywood Corporation will construct a road on that portion of the land extending from the North boundary of the right-of-way line of PSH #5 to a point 640 feet south of the East 2 corner of Section 10. Said road to be constructed in such a manner as to avoid excessive excavation and said road to be subject to free access by the public.

It is further agreed that the Grantor will be permitted to maintain the existing water-line across the above described property; said maintenance to be conducted in a workmanlike manner that will not be detrimental to the residual stand; the Grantor will be responsible for all damages resulting from said maintenance.

It is further agreed that the Grantor will be permitted to use water from the spring located on the SEt of the MEt of said Section 10, on land owned by the Grantee. The Grantee will not be responsible for the amount of water available or the condition of the water following logging of the ground, but will exert reasonable caution in order to preserve the water supply. If said water-line is abandoned for a period of one year, all rights shall be abrogated.

UNITED STATES PLIWOOD COMPORATION

John C. BAUMEN

By June & Stand

Record 12.3.57 3"pl

G. SHEARER, Levis County Andres

Date Mountain 26-1957

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TITLE GUARANTY COMPANY

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After Filing Return To:

Port Blakely Tree Farms (Limited Partnership) 8133 River Drive SE Tumwater, WA 98501 Attention: Jann Hunt

# QUITCLAIM DEED TO MINERALS AND RIGHT OF FIRST REFUSAL

(Lewis County)

	(— - · · · · - · · · · · · · · · · · · ·			
103711				
Grantor:	Rainier Mineral Company, LLC, a Delaware			
	limited liability company			
Grantee:	Port Blakely Tree Farms (Limited Partnership), a			
:	Washington limited partnership [or affiliate]			
Abbreviated Legal	Sections 1-12, Township 11 North, Range 3 East,			
Description:	W.M.			
Additional legal	See Exhibit A			
description				
Assessor's Property	See Exhibit B			
Tax Parcel Account				
Number(s):	25466 +			
Related Documents:	N/A			

GRANTOR, RAINIER MINERAL COMPANY, LLC, a Delaware limited liability company, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, does hereby convey and quitclaim to PORT BLAKELY TREE FARMS (LIMITED PARTNERSHIP), a Washington limited partnership ("Grantee"), all of its right, title and interest in and to all of the following described minerals, mineral rights and mineral substances presently owned by Grantor in, on or under the real property ("Property") situated in the County of Lewis, State of Washington, more particularly described on Exhibit A attached hereto and made a part hereof: all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, lignite, coal seam gas, coalbed methane, sulphur, phosphate, iron ore, kaolin, sodium, salt, zircon, uranium, thorium, other fissionable minerals, molybdenum, vanadium, titanium and gold, silver, bauxite, limestone, geothermal energy, industrial minerals and all other minerals, mineral substances and ore

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TITLE GUARANTY COMPANY

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deposits of any kind or character, whether solid, liquid or gaseous, including rock or crushed stone, sand, clay and gravel ("Minerals"), together with all executory rights and other rights of Grantor as necessary to sell, lease and convey the Minerals conveyed herein, together with full rights of ingress and egress and use of the surface and water reasonably necessary for the exploration and development of the Minerals (collectively "Mineral Rights"), subject, however, to all outstanding oil, gas and other mineral and/or royalty rights and interest of record affecting the Property.

Further, there is hereby reserved to Grantor, its successors and assigns, and excepted from this conveyance the following "Reservation":

An undivided three-eighths (equal to 37.5%) royalty interest in the rights and interests Grantor hereinabove conveys to Grantee in all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, lignite, coal seam gas, coalbed methane, sulphur, phosphate, iron ore, kaolin, sodium, salt, zircon, uranium, thorium, other fissionable minerals, molybdenum, vanadium, titanium and gold, silver, bauxite, limestone, geothermal energy, industrial minerals and all other minerals, mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous, including rock or crushed stone, sand, clay and gravel, located in, on or under the Property. In the event Grantee, its successors or assigns, elects to develop and produce any mineral substances described in this Reservation, there is further reserved to Grantor, its successors and assigns, an undivided three-eighths (equal to 37.5%) portion of all proceeds of such development, exclusive of those reasonable and direct expenses incurred by Grantee, its successors or assigns, in said development and production. This Reservation does not include, and shall not prohibit or restrict Grantee or its successors and assigns from using, existing quarries or developing and using new quarries, free of charge and without any royalty or other payment to or consent of Grantor or its successors or assigns, to extract sand, gravel or rock for the purposes of reconstructing and maintaining existing roads and constructing new roads or for other forestry purposes on the lands of Grantee or its successors or assigns.

Grantor further irrevocably grants to Grantee a right of first refusal to purchase the rights and interests reserved in the Reservation as set forth on Exhibit C.

IN WITNESS WHEREOF the parties have executed this instrument effective as of this 30<sup>th</sup> day of April, 2004.

> Rainier Mineral Company, LLC, a Delaware limited liability company

By: The Campbell Group, LLC

Its: Manager

Lerry Brodie, Its Managing Director

STATE OF WASHINGTON )

) SS.

)

COUNTY OF KING

On this 28th day of April 2004, before me personally appeared JERRY BRODIE, to me known to be a MANAGING DIRECTOR of THE CAMPBELL GROUP, LLC, the manager of RAINER MINERAL COMPANY, LLC, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal

the day and year first above written.

tary Public in and for the state of Washington

My appointment expires

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# **EXHIBIT A**

# LEGAL DESCRIPTION OF LAND ON WHICH MINERALS ARE LOCATED

The Mineral Rights are located on that certain real property located in Lewis County, Washington and legally described as follows (attached as Exhibits A-I and A-II).



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# **EXHIBIT A, Part I**

#### LEGAL DESCRIPTION

TO A TO COUNT	•	
PARCEL		٠
LIMOLL		٠

All of Section 1, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 2:

All of Section 2, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 3:

All of Section 3, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 4:

All of Section 4, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 5:

All of Section 5, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 6:

All of Section 6, Township 11 North, Range 3 East, W.M., Lewis County, Washington. EXCEPT that portion of Government Lot 2, described as follows: Beginning at the north quarter corner of Section 6; thence north 89°39' east 307.9 feet to the south quarter section corner of Section 31, Township 12 North, Range 3 East, W.M., Lewis County, Washington; thence north 89°55' east 732.6 feet; thence south 6°32' east 53.0 feet; thence south 16°37' west 270.1 feet; thence north 77°00' west 381.9 feet; thence south 34°02' west 115.4 feet; thence south 26°47' west 105.0 feet; thence north 62°31' west 241.2 feet; thence north 42°01' west 406.1 feet to the point of beginning.

ALSO EXCEPT that portion of Government Lot 2 beginning at the north quarter section corner of Section 6; thence south 42°01' east 406.10 feet; thence south 62°31' east 241.20 feet to the true point of beginning; thence north 26°47' east 105.00 feet; thence north 34°02' east 115.40 feet; thence south 77°00' east 381.90 feet; thence south 16°37' west 97.08 feet; thence north 74°33' west 156.02 feet; thence south 85°42' west 188.11 feet; thence south 51°54' west 120.10 feet; thence north 33°07' west 43.21 feet to the true point of beginning.

PARCEL 7:

All of Section 7, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 8:

All of Section 8, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 9:

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Lewis Co. NA

All of Section 9, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 10:

All of Section 10, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 11:

All of Section 11, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 12:

All of Section 12, Township 11 North, Range 3 East, W.M., Lewis County, Washington.

PARCEL 13:

Government Lot 4 (fractional northwest quarter of the northwest quarter), the southeast quarter of the northwest quarter, the southeast quarter of the northeast quarter, the north half of the southeast quarter, the southeast quarter of the southwest quarter and the north half of the southwest quarter of the southeast quarter of Section 4, Township 11 North, Range 4 East, W.M., Lewis County, Washington.

PARCEL 14:

All of Section 12, Township 11 North, Range 4 East, W.M., Lewis County, Washington. EXCEPT Government Lot 9.

ALSO EXCEPT that portion lying northerly and northwesterly of the following described line: Beginning at the northeast corner of Government Lot 8 of said Section 12; thence north 88°33'10" west along the north line of Government Lot 8, a distance of 1,323.59 feet to the northeast corner of Government Lot 7, of said Section 12; thence south 77°20'53" west 2,710.91 feet to the mid-point of the east line of Government Lot 5 of said Section 12; thence north 88°33'28" west 1,312.56 feet to the mid-point of the west line of said Lot 5 and the terminus of said line.

PARCEL 15:

The north half of Section 24, Township 11 North, Range 4 East, W.M., Lewis County, Washington.

EXCEPT the southeast quarter of the northwest quarter.

PARCEL 16:

The north half of the southwest quarter and the southeast quarter of the northwest quarter of Section 24, Township 11 North, Range 4 East, W.M., Lewis County, Washington.

PARCEL 17-A:

That portion of Section 1, Township 11 North, Range 5 East, W.M., Lewis County, Washington lying northerly and northwesterly of the following described line: Beginning at the mid-point of the east line of the southeast quarter of the southeast quarter of Section 2, Township 11 North, Range 5 East, W.M., Lewis County, Washington; thence northeasterly to the southeast corner of the northwest quarter of the southwest quarter of Section 1, Township 11 North, Range 5 East, W.M., Lewis County, Washington; thence northeasterly to a point on the west line of Government Lot 8 of said Section 1, said point being 800.00 feet southerly of the northwest corner of said lot 8; thence north 63°30'28" east 752.26 feet; thence south 88°45'53" east 666.24 feet to a point

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on the east line of said Lot 8, said point being 450.00 feet southerly of the northeast corner of said Lot 8; thence southerly along said east line of said Lot 8 a distance of 70.00 feet; thence south 88°45'52" east 250.00 feet; thence north 67°40'35" east 950.72 feet; thence south 88°45'52" east 215.00 feet to a point on the east line of said Section 1, said point being 140.00 feet southerly of the east quarter corner of said Section 1 and the terminus of said line.

EXCEPT Government Lot 9 and the south half of the southeast quarter of the northeast quarter.

ALSO EXCEPT that portion of Government Lot 8 described as follows: Commencing at a point on the east line of Lot 8 a distance of 450 feet southerly of the northeast corner of said lot; thence north 88°45'53" west 208 feet to a point; thence north 53'31" east 208 feet to a point; thence south 88°45'53" east to a point on the east line of said lot; thence southerly along said east line to the point of beginning, a distance of approximately 208 feet.

#### PARCEL 17-B:

That portion of the south half of Section 1, Township 11 North, Range 5 East, W.M., Lewis County, Washington, lying southerly and southeasterly of the following described line: Beginning at the southeast corner of Government Lot 10 in said Section 1; thence north 88°41'12" west along the south line of said Lot 10 a distance of 1333.71 feet to the southwest corner of said Lot 10; thence south 64°40'58" west a distance of 1485.86 feet to a point on the west line of Government Lot 11; thence southwesterly to the south line of Government Lot 12, said point being 600 feet westerly of the southeast corner of said Lot 12. EXCEPT private haul road as contained in deed from United State Plywood-Champion Paper to the City of Tacoma recorded January 3, 1968 under Auditor's File No. 719047.

#### PARCEL 18:

All of Section 2, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT those portions of Government Lots 5, 67 and the southeast quarter of the southeast quarter lying southerly and southwesterly of a line projected from the northwest corner of Government Lot 5, to a point on the east line of Government Lot 6, said point being 665.01 feet southerly of the northeast corner of said Government Lot 6; that portion of Government Lot 7 lying southwesterly of a line projected from a point on the west line of said Government Lot 7, said point being 665.01 feet southerly of the northwest corner of said Government Lot 7 to a point on the south line of said Government Lot 7, said point being 654.16 feet westerly of the southeast corner thereof, and that part of the southeast quarter of the southeast quarter lying southeasterly of a line projected from the mid-point of the south line of said southeast quarter of the southeast quarter to the mid-point of the east line of said southeast quarter of the southeast quarter.

ALSO EXCEPT Government Lot 8.

#### PARCEL 19:

Government Lot 1, the southeast quarter of the northeast quarter, the southeast quarter of the southwest, the southwest quarter of the southwest quarter, that portion of Government Lot 10 lying southwesterly of a line projected from the northeast corner of the southeast quarter of the southwest quarter to the southeast corner of said Government Lot 10, that portion of the northwest quarter of the southwest quarter lying southerly of a line projected from the mid-point of the west line of said northwest quarter of the southwest quarter to the southeast corner thereof, and that portion of the northeast quarter of the southeast quarter lying northerly of a line projected from the mid-point of the west line of said subdivision to the southeast corner thereof, all in Section 3, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT private haul road as contained in deed from United States Plywood-Champion Paper to the City of

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Tacoma recorded January 3, 1968 under Auditor's File No. 719047.

#### PARCEL 20:

The east half of the southeast quarter, the southwest quarter of the northeast quarter and that portion of Government Lots 3, 4 and 5 of Section 4, Township 11 North, Range 5 East, W.M., Lewis County, Washington, lying southerly of the following described line:

Beginning at the northwest corner of the southeast quarter of the northeast quarter; thence north 0°11'56" east 648.38 feet to the mid-point of the east line of Government Lot 3 of said Section 4; thence north 62°50'01" west 1,482.45 feet to the north quarter corner of said Section 4; thence south 64°29'45" west 1,462.39 feet to the mid-point of the east line of Government Lot 5 of said Section 4; thence south 64°00°16" west 1,459.12 feet to the southwest corner of said Lot 5 and the terminus of said line.

#### PARCEL 21:

The southeast quarter of Section 8, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 22:

Government Lots 5 and 12 and the west half of the southwest quarter of Section 10, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 23:

Government Lot 14 and the east half of the southwest quarter of Section 10, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 24:

Government Lots 7, 8, 11, 12, 13, 14 and those portions of Government Lots 9 and 10, lying southerly of the following described line:

Beginning at the northwest corner of said Government Lot 9; thence southeasterly to a point on the east line of said Government Lot 9, 200 feet southerly of the northeast corner thereof; thence northeasterly to the northeast corner of said Government Lot 10, all in Section 11, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 25:

Government Lots 6 and 7 and those portions of Government Lots 3 and 4 in Section 12, Township 11 North,

Range 5 East, W.M., Lewis County, Washington lying southeasterly of the following described line:

Beginning at a point on the north line of Government Lot 3 that is 600 feet west of the south quarter corner of Section 1, Township 11 North, Range 5 East, W.M., Lewis County, Washington; thence south 66°16'37" west through the northwest quarter of said Section 12 to the northeast corner of Government Lot 10 of Section 11, Township 11 North, Range 5 East, W.M., Lewis County, Washington and the terminus of said line.

#### PARCEL 26:

All of Section 15, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

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PARCEL 27:

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All of Section 16, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

PARCEL 28:

All of Section 18, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

PARCEL 29:

All of Section 19, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

PARCEL 30:

All of Section 20, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT the south half of the south half.

PARCEL 31:

The north half of Section 30, Township 11 North, Range 5 East, W.M., Lewis County, Washington.

PARCEL 32:

All of Section 1, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 33:

All of Section 2, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 34:

The southeast quarter of the southeast quarter of Section 3, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 35:

Government Lots 5, 6, 7, 10, and 11, the southwest quarter, the southwest quarter of the southeast quarter and

the east half of the southeast quarter of Section 4, Township 11 North, Range 6 East, W.M., Lewis County,

Washington.

EXCEPT that portion of the northwest quarter of said Section 4, described as follows:

Beginning at the west quarter corner of said section; thence north 02°58'30" east along the west line of said section a distance of 1029.53 feet to the True Point of Beginning; thence south 73°08'51" east a distance of 275.26 feet; thence north 67°02'21" east a distance of 1240.47 feet; thence north 47°55'30" east a distance of 1034.27 feet; thence north 04°10'13" east to the left bank of the Cispus River; thence southerly and westerly along the bank of the said river to the intersection of the said west line and southerly bank of the said river; thence continuing south 02°58'30" west along said west line to the True Point of Beginning.

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All of Section 5, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT that portion of the north half of said Section 5, described as follows:

Beginning at the northeast corner of said section; thence south 02°58'30" west along the east line of said section a distance of 346.61 feet to the True Point of Beginning; thence continuing south 02°58'30" west along said east line of said section a distance of 1361.72 feet; thence north 73°08'51" west a distance of 1800.03 feet; thence south 81°53'35" west a distance of 1511.76 feet; thence north 84°33'54" west a distance of 1964.86 feet; thence south 60°24'28" west a distance of 132.16 feet to the west line of said section; thence north 02°02'35" east along said west line a distance of 1376.18 feet to the northwest corner of said section; thence south 88°56'18" east along the north line a distance of 4469.70 feet; thence south 66°45'18" east a distance of 917.48 feet to the True Point of beginning

EXCEPTING THEREFROM the Cispus River.

ALSO EXCEPT that portion of the west half of the northwest quarter of said Section 5, described as follows:

Commencing at the northeast corner of said Section 6; thence south 02°02'29" west along the east line of said Section 6 a distance of 1376.15 feet to the True Point of Beginning; thence south 60°24'28" west a distance of 762.57 feet; thence south 40°40'53" east a distance of 366.13 feet; thence north 36°51'21" east a distance of 899.16 feet; thence south 60°24'28" west to said east line a distance of 132.11 feet and the True Point of Beginning.

#### PARCEL 37-A:

PARCEL 36:

That portion of Section 6, Township 11 North, Range 6 East, W.M., Lewis County, Washington, lying southerly and easterly of the following described line as contained in deeds to City of Tacoma recorded July 13, 1966 and September 28, 1966 under Auditor's File No. 697886 and 701160 and in deed to Public Utility District No. 1 of Lewis County recorded June 11, 1991 under Auditor's File No. 9105660.

Beginning at the southwest corner of Government Lot 12; thence south 88°22'14" east along the south line of said Government Lot a distance of 1305.35 feet to the southeast corner of said Government Lot; thence continuing south 88°22'14.0" east along the south line of Government Lot 11 to the southeast corner of said Government Lot; thence southeasterly along a line extending from the southeast corner of Government Lot 11 to a point on the west line of the southeast quarter of the southeast quarter of said section, said point lying 100 feet southerly of the northwest corner of said southeast quarter of the southeast quarter of Section 6; thence north 17°29'30" east 103.97 feet, more or less, to a point on the south line of Government Lot 9, said point lying north 88°23'47" west 1,266.37 feet from the southeast corner thereof; thence north 84°54'00" east 338.23 feet; thence north 53°49'47" east 270.36 feet; thence north 37°18'11" east 225.96 feet; thence north 05°18'22" east 64.47 feet; thence north 30°00'49" east 617.94 feet; thence north 52°17'57" west 378.72 feet; thence north 16°59'44.2" east 848.49 feet; thence north 36°51'21" east to the east line of said Section 6 and the terminus of said line.

#### PARCEL 37-B:

Government Lot 3 and that portion of Government Lots 2, 6 and 7 of Section 6, Township 11 North, Range 6 East, W.M., Lewis County, Washington, lying northerly and westerly of the following described line as contained in deeds to City of Tacoma recorded July 13, 1966 and September 28, 1966 under Auditor's File No. 697886 and 701160 and in deed to Public Utility District No. 1 of Lewis County recorded June 11, 1991 under Auditor's File No. 9105660.

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Commencing at the northwest corner of Government Lot 6; thence south 00°55'46" west along the west line of said Government Lot 6 a distance of 1316.20 feet to the True Point of Beginning; thence north 89°16'18" east a distance of 109.98 feet; thence south 83°19'32" east a distance of 1248.46 feet; thence north 80°51'49" east a distance of 436.94 feet; thence north 62°07'26" east a distance of 607.83 feet; thence north 41°24'34" east a distance of 248.52 feet to the intersection of Tacoma City Lights Project Boundary; thence north 6°49'20" east to a point on the north line of Government Lot 7; said point lying south 88°30'53" east 1250.00 feet from the northwest corner of said Government Lot 7; thence north 29°18'56" east 638.48 feet; thence north 04°07'35" west 768.90 feet; thence north 63°29'38" west 62.78 feet to the north line of said Section 6 and the terminus of said line.

#### PARCEL 38:

All of Section 7, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 39:

All of Section 8, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT the northwest quarter.

PARCEL 40.

All of Section 9, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 41:

All of Section 10, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 42:

All of Section 11, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 43:

All of Section 12, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 44:

All of Section 13, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 45:

All of Section 16, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 46:

All of Section 24, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

PARCEL 47:

The north half of the southwest quarter; the south half of the southeast quarter; the northwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section 25, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

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TITLE CHOCOURT COMPANY

PARCEL 48:

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The southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section 26, Township 11 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 49:

The southeast quarter; the south half of the southwest quarter and the south three-fourths of the northeast quarter of the southwest quarter of Section 36, Township 12 North, Range 3 East, W.M., Lewis County, Washington.

#### PARCEL 50:

Government Lots 1, 2, 3 and 4 (fractional south half of the south half) of Section 22, Township 12 North, Range 4 East, W.M., Lewis County, Washington.

#### PARCEL 51:

The southwest quarter of the southeast quarter in Section 1, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 52:

All of Section 2, Township 12 North, Range 5 East, W.M., Lewis County, Washington. EXCEPT Government Lot 5 (fractional southeast quarter of the southeast quarter).

#### PARCEL 53:

ALL of Section 4, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT that portion of the southeast quarter of the northwest quarter described as follows:

BEGINNING at the southwest corner of the southeast quarter of the northwest quarter; thence north 500 feet; thence east 100 feet to the true point of beginning; thence north 330 feet; thence east 330 feet; thence south 330 feet; thence west 330 feet to the point of beginning.

#### PARCEL 54:

Government Lot 1 (fractional northeast quarter of the northwest quarter), Government Lot 2 (fractional northwest quarter of the northwest quarter), Government Lot 3 (fractional southwest quarter of the northwest quarter), Government Lot 4 (fractional northeast quarter of the northeast quarter), Government Lot 5 (fractional northwest quarter of the northwest quarter of the northwest quarter of Section 6, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 55:

That portion of the south half of the southeast quarter of the southeast quarter of Section 7, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northerly of the Chicago, Milwaukee, St. Paul and Pacific Railroad right of way.

# PARCEL 56:

That portion of the southwest quarter of the southeast quarter of Section 7, Township 12 North, Range 5 East, W.M., Lewis County, Washington, described as follows:

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Beginning at the northwest corner of the southwest quarter of the southeast quarter and of said section; thence east for a distance of 15 feet to the east boundary of the Priest County Road Right of Way then south along the east boundary of the Priest County Road Right of Way for a distance of 415 feet to the true point of beginning; thence east along the existing property line fence for a distance of approximately 611 feet to the west boundary of the Davis Lake County Road Right of Way; thence northerly along said boundary of Right of Way to a point 30 feet north of aforesaid property line; thence west for a distance of approximately 590 feet to the east boundary of the Priest County Road Right of Way; thence south along the east boundary of the Priest County Road Right of Way for a distance of 30 feet to the true point of beginning.

#### PARCEL 57:

A strip of land 100 feet in width across the south half of Section 7, Township 12 North, Range 5 East, W.M.,

Lewis County, Washington, having 50 feet of such width on each side of the following described center line:

Beginning at a point on the north line of said south half, 2514 feet east of the northwest corner thereof; thence southerly along a 6° curve to the right 930 feet; thence southerly along a spiral curve to the right, through a central angle of 3°36', 120 feet; thence south 7°43' east, 445.1 feet; thence southerly along a spiral curve to the left through a central angle of 4°54', 140 feet; thence southeasterly along a 7° curve to the left, 852.9 feet; thence easterly along a spiral curve to the left through a central angle of 4°54', 140 feet; thence south 77°13' east, 714.6 feet; thence easterly along a spiral curve to the right through a central angle of 3°36', 120 feet; thence southerly along a 6° curve to the right, 719.4 feet; thence southerly along a spiral curve to the right 16 feet to a point on the south line of said south half of Section 7, 7 feet west of the southeast corner thereof.

EXCEPT a strip of land 100 feet in width across the south half of said Section 7, having 50 feet of such width on each side of the following described center line:

Beginning at a point on the north line of said south half, 2514 feet east of the northwest corner thereof; thence southerly along a 6° curve to the right, 930 feet; thence southerly along a spiral curve to the right through a central angle of 3°36', 120 feet; thence south 7°43' east, 445.1 feet; thence southerly along a spiral curve to the left through a central angle of 4°54', 140 feet; thence southeasterly along a 7° curve to the left, 852.9 feet; thence easterly along a spiral curve to the left through a central angle of 4°54', 140 feet; thence south 77°13' east, 621.0 feet to station 94+07 on the right of way survey which point is the end of said description.

#### PARCEL 58:

The northeast quarter and the southwest quarter and the northeast quarter of the southeast quarter and Government Lot 4 (fractional northwest quarter of the southeast quarter) and Government Lot 5 (fractional southwest quarter of the southeast quarter) and Government Lot 6 (fractional southeast quarter of the southeast quarter) in Section 8, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT that portion of the southwest quarter of the southwest quarter conveyed to Tacoma Eastern Railroad Company in deed, recorded October 28, 1909 under Auditor's File No. 52165.

#### PARCEL 59:

Government Lots 1, 2 and 3 and the northeast quarter of the northwest quarter being all of the Fractional Northwest quarter Section 8, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 60:

The northeast quarter of Section 10, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

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#### PARCEL 61:

The northwest quarter and the north half of the southeast quarter and the south half of the southwest quarter of Section 10, Township 12 North, Range 5 East, W. M., in Lewis County, Washington.

#### PARCEL 62:

The north half of the southwest quarter of Section 10, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 63:

The south half of the southeast quarter of Section 10, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 64:

The north half of the northeast quarter in Section 12, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 65:

All of Section 16, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 66-A:

That portion of the northwest quarter of the northwest quarter of Section 17, Township 12 North, Range 5 East, W.M., Lewis County, Washington lying northerly and easterly of Davis Lake Road (formerly known as Highway 18).

EXCEPT the Tacoma Eastern Railroad Right of Way.

ALSO EXCEPT that portion of the northwest quarter of the northwest quarter described as follows: Beginning at a point at the intersection of the west line of Section 17 and the centerline of said county road 188.6 feet south of the northwest corner of the section; thence southeasterly along the county road centerline a distance of 1111.0 feet; thence 30.0 feet or less to the northeast edge of the county road right of way which is the true point of beginning of the property herein described; thence north 46°14' east at right angles to the road centerline a distance of 121.93 feet to a point which is 50.0 feet at right angles from the centerline of the main railroad track of U. S. Plywood Corporation's logging railroad; thence south 73°8' east 131.43 feet to a point at the south end and in the center of the wooden culvert passing beneath the railroad bed also being 50.0 feet from the center of said main railroad track; thence south 7°19' west 239.53 feet to a point on line between the centers of the ends of the culverts for the railroad and county road said point being 30.0 feet or less at right angles from the centerline of the county road; thence north 43°46' west 265.00 feet along the northeast boundary of the county road right of way to the true point of beginning.

#### PARCEL 66-B:

The southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section 17, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT Highway 18 (now known as Davis Lake Road).

ALSO EXCEPT the Tacoma Eastern Railroad Right of Way. Exhibit A, Part I Page 10 of 28



PARCEL 66-C:

A strip of land 100 feet in width across the northwest quarter of Section 17, Township 12 North, Range 5 East, W.M., Lewis County, Washington, having 50 feet of such width on each side of the following described center line:

Beginning at a point 7 feet west of the northwest corner of said Section 17; thence southerly along a spiral curve to the right, 104 feet; thence south 26°51' east, 332.4 feet; thence southerly along a spiral curve to the left through a central angle of 3°36', 120 feet; thence southeasterly along a 6° curve to the left, 655.6 feet; thence easterly along a spiral curve to the left through a central angle of 3°36', 120 feet; thence south 73°23' east, 81.6 feet; thence easterly along a spiral curve to the right through a central angle of 3°36', 120 feet; thence southeasterly along a 6° curve to the right, 569.4 feet; thence southerly along a spiral curve to the right through a central angle of 3°36', 120 feet; thence south 32°10' east, 502.5 feet; thence southerly along a spiral curve to the right through a central angle of 1°36', 80 feet; thence southerly along a 4° curve to the right, 307.5 feet; thence southerly along a spiral curve to the right through a central angle of 1°36', 80 feet; thence south 16°31' east 393 feet to a point on the south line of said northwest quarter, 2126 feet east of the southwest corner thereof.

ALSO a strip of land 100 feet in width across the southwest quarter of said section 17 having 50 feet of such width on each side of the following described center line: Beginning at a point on the north line of said southwest quarter, 2126 feet east of the northwest corner thereof; thence S16°31' east, 340 feet; thence southerly along a spiral curve to the right through a central angle of 1°48', 60 feet; thence southerly along a 6° curve to the right, 517.8 feet; thence southerly along a spiral curve to the right through a central angle of 11°00', 100 feet; thence southwesterly along a 16° curve to the right through a central angle of 9°36', 120 feet; thence south 62°25" west 96.8 feet; thence westerly along a spiral curve to the left through a central angle of 9°36', 120 feet; thence southwesterly along a 16° curve to the left, 254.2 feet; thence southerly along a spiral curve to the left through a central angle of 1°33', 110 feet; thence southerly along a 5° curve to the left, 192 feet; thence southerly along a spiral curve to the left, through a central angle of 1°15', 50 feet; thence south 10°15' east, 547.9 feet; thence southerly along a spiral curve to the right through a central angle of 1°48', 60 feet; thence southerly along a 6° curve to the right, 233.2 feet to a point on the south line of said southwest quarter 1781 feet east of the southwest corner thereof.

ALSO a strip of land 25 feet wide, contiguous to, and on the westerly side of, above described 100 foot strip and extending from the north side to the south side of the southeast quarter of the southwest quarter of Section 17 Township 12 North, Range 5 East W. M. Lewis County Washington.

#### PARCEL 67:

All that part of the northeast quarter of the northeast quarter of Section 18, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northeasterly of a line parallel with and distant 110 feet southwesterly from the center line of the Tacoma Eastern Railroad.

EXCEPT Davis Lake Road.

PARCEL 68-A:

The southwest quarter, the northeast quarter and the southeast quarter of Section 20, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT the southeast quarter of the southeast quarter.

ALSO EXCEPT the east 30 feet of the northeast quarter of the southeast quarter lying south of State Highway No. 5.

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ALSO EXCEPT Tacoma Eastern Railroad Right of Way.

ALSO EXCEPT State Road 18 and State Highway No. 5.

#### PARCEL 68-B:

A strip of land 125 feet in width across the northwest quarter of Section 20, Township 12 North, Range 5 East, W.M., Lewis County, Washington having 75 feet of such width on the easterly side and 50 feet of such width on the westerly side of the following described centerline:

Beginning at a point in the north line of said northwest quarter, 1781 feet east of the northwest corner thereof; thence southerly along a 5° curve to the right, 282.9 feet; thence southerly 60 feet along a spiral curve to the right through a central angle of 1°48'; thence south 24°19' west 138.7 feet; thence southerly 100 feet along a spiral curve to the left through a central angle of 5°00'; thence southerly along a 10° curve to the left, 576.5 feet; thence southerly 100 feet along a spiral curve to the left through a central angle of 5°00'; thence south 43°19' east 1061 feet; thence southerly 120 feet along a spiral curve to the left through a central angle of 3°35'; thence southerly along a 6° curve to the left, 63.9 feet to a point on the east line of said northwest quarter of Section 20, said point being 2053.5 feet south of the northeast corner thereof.

ALSO a strip of land 100 feet in width across the south half of the northeast quarter and north half of the southeast quarter of Section 20, Township 12 North, Range 5 East, W.M., Lewis County, Washington having 50 feet of such width on each side of the following described centerline:

Beginning at a point in the west line of said south half of the northeast quarter, 2063.5 feet south of the northwest corner of said northeast quarter; thence easterly along a 5° curve to the left, 289.7 feet; thence easterly 120 feet along a spiral curve to the left, through a central angle of 3°36'; thence south 71°44' east, 1394.9 feet; thence easterly 40 feet along a spiral curve to the left through a central angle of 0°48'; thence easterly along a 4° curve to the left, 252.5 feet; thence easterly 40 feet along a spiral curve to the left, through a central angle of 0°48'; thence south 83°26' east, 476.3 feet; thence easterly 120 feet along a spiral curve to the left through a central angle of 9°36'; thence easterly along a 16° curve to the left, 181.5 feet to a point in the east line of said Section 20, said point being 21.1 feet north of the east quarter corner thereof; thence continuing easterly along said 16° curve, 42 feet; thence easterly 120 feet along a spiral curve to the left; through a central angle of 9°36' to a point in Section 21, said Township and Range.

ALSO two strips of land 50 feet wide through the southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of said Section 20, contiguous to and on the northerly and southerly sides, respectively of above strip and extending from the west line of said southeast quarter of the northeast quarter to the east line of said southeast quarter of the northeast quarter.

#### PARCEL 69-A:

The southwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT Kosmos Road West (formerly State Road No. 18).

#### PARCEL 69-B:

That part of the southeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, described as follows:

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A strip of land 100 feet wide, being 50 feet on each side of the following described centerline of the U. S. Plywood Corporation truck road relocation as surveyed over and across the southeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT that from Engineer's Station 13 + 50 southeasterly to Engineer's Station 17 + 50 said strip shall be 150 feet wide, being 50 feet on the northeasterly side and 100 feet on the southwesterly side of said centerline:

Beginning at a point on tangent which is Station 5 + 61.84 on the U. S. Plywood Corporation truck road relocation which point is located on the north line of the southwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, a distance of 392.55 feet west of the northeast corner of the southwest quarter of the southwest quarter of said Section 21; thence south 49°07'39" east a distance of 124.81 feet to Station 6 + 86.65; thence on a curve to the left having a radius of 240 feet a distance of 150.67 feet to Station 8 + 37.32; thence south 85°05'53" east a distance of 115.74 feet to Station 9 + 53.06; thence along a portion of a curve to the left having a radius of 240 feet a distance of 41.43 feet to Station 9 + 94.49, which point is located on the west line of the southeast quarter of the southwest quarter of said Section 21 a distance of 141.15 feet south of the northwest corner of the southeast quarter of the southwest quarter of said Section 21; thence continuing along the remaining portion of that same curve to the left a distance of 114.86 feet to Station 11 + 09.35; thence north 57°35'29" east a distance of 5.89 feet to Station 11 + 15.24; thence on a curve to the right having a radius of 240 feet a distance of 541.24 feet to Station 16 + 56.48; thence south 6°48'44" west a distance of 69.99 feet to Station 17 + 26.47; thence on a curve to the left having a radius of 240 feet a distance of 692.64 feet to Station 24 + 19.11; thence north 21°26'43" east to a point on the westerly right of way line of Kosmos Road (formerly State Highway No. 5, formerly State Route 7, formerly Kosmos-Morton Highway), said line also being the Mossyrock Project Boundary Line.

#### PARCEL 69-C:

That portion of the northeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northerly of Kosmos Road West (formerly State Road No. 18), westerly of Kosmos Road and southerly of the relocated Davis Lake Road as described in deed recorded June 6, 1916 under Auditor's File No. 90664.

TOGETHER WITH that portion of vacated relocated Davis Lake Road as deeded in deed recorded June 6, 1916 under Auditor's File No. 90664.

#### PARCEL 69-D:

Those portions of the southeast quarter of the northwest quarter and of the northeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northerly of U. S. Highway 12.

EXCEPT that portion of said property lying within the following described property:

Beginning at a point on the northerly boundary of the county road (Kosmos Hill to Glenoma) said point being 484 feet north of the southeast corner of the northeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington; thence north 22° west 970 feet; thence south 48° west 542 feet; thence south 60° west to the west line of the northeast quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington; thence south to the southwest corner of the above mentioned subdivision; thence easterly to and along the northerly boundary of State Road No. 5 and County Road (Kosmos to Glenoma) to point of beginning.



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#### PARCEL 69-E:

A strip of land 100 feet in width across the northwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington having 50 feet of such width on each side of the following described centerline:

Beginning at a point in the north line of said northwest quarter of the southwest quarter and 845.7 feet east of the west quarter corner of said Section 21; thence southerly along a 16° curve to the right, whose tangent makes a northeasterly angle of 89°06' with said north line of said northwest quarter of the southwest quarter, 203.3 feet; thence southerly 120 feet along a spiral curve to the right, through a central angle of 9°36'; thence south 43°02' west 92 feet; thence southerly 120 feet along a spiral curve to the left, through a central angle of 9°36'; thence southerly and easterly along a 16° curve to the left, 834 feet to a point which is Engineer's Station 60 + 50.

ALSO a strip of land 100 feet wide, contiguous to and on the westerly side of said 100 foot strip and extending southerly from the north line of said northwest quarter southwest quarter to a line drawn at right angles to said center line through Engineer's Station 49.

ALSO a triangular piece of land situated in the extreme northwest corner of the northwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northerly of a line parallel with and 100 feet southerly of, measured at right angles to the center line of the Tacoma Eastern Railroad as the same is now surveyed, staked out and established.

#### PARCEL 69-F:

That portion of the northwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying northerly of U. S. Highway 12 and easterly of Tacoma Eastern Railroad Right of Way.

#### PARCEL 69-G:

That portion of the northwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying easterly of the following described Line A and southerly of the following described Line B: LINE A:

Beginning at a point on the southerly right of way line of U. S. Highway 12 (formerly P.S.H. No. 5), said point being opposite to and 140 feet southwesterly of Highway Engineer's Station 23 + 73.56 S.C.; thence southeasterly in a straight line to a point opposite to and 200 feet southwesterly of Highway Engineer's Station 29 +26.28 T.S.; thence south 64°35' east 458.06; thence south 6°27'50" east 268.57 feet, to a point which is opposite to and 150 feet southwesterly of Highway Engineer's Station LR 286 + 50, said Highway Engineer's Station being located on the LR centerline survey of said highway; thence south 62°22'18" east 229.38 feet to a point opposite to and 110 feet southwesterly of Highway Engineer's Station LR 284 + 53.01 P.T.; thence south 44°12'15" east 223.18 feet to a point opposite to and 50 feet westerly of Highway Engineer's Station LR 281 + 60.12 P.C. and the terminus of said Line A as described in deed to the State of Washington recorded June 22, 1964 under Auditor's File No. 665897. LINE B: Beginning at a point on the southerly right of way line of U. S. Highway 12 (formerly P.S.H. No. 5), said point being opposite to and 200 feet southwesterly of Highway Engineer's Station 29 + 26.28 T. S.; thence southwesterly to a point opposite Highway Engineer's Station 34 + 50 on the survey line of U. S. Highway 12 (formerly Primary State Highway No. 5) and 150 feet southwesterly therefrom; thence south 84°37' east to a point opposite Highway Engineer's Station 39 + 00 on said survey line and 130 feet southerly therefrom; thence northeasterly to a point opposite Highway Engineer's Station 45 + 50 on said survey line and 110 feet southeasterly therefrom and the end of this right of way line description and the terminus of said Line B as described in deed from the State of Washington recorded June 22, 1964 under Auditor's File No. 665897 and recorded January 27, 1977 under Auditor's File No. 825691.

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PARCEL 69-H

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That portion of property north of Highway 12, of the northwest quarter of the southwest quarter of Section 21, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying south and west of Kosmos Timber Company's Railroad right of way and east of State Road No. 5 and No. 18.

#### PARCEL 70:

The southwest quarter of the southeast quarter and Government Lot 7 in Section 24, Township12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 71:

The southeast quarter of the northeast quarter and a portion of Government Lot 1 of Section 27, Township 12

North, Range 5 East, W.M., Lewis County, Washington, described as follows:

Beginning at the southeast corner of said lot; thence west 30 rods (495 feet) to a point on the south line of said Government Lot 1; thence north 45°57'32" east a distance of 704.03 feet, more or less, to a point on the east line of said Government Lot 1, said point lying 30 rods (495 feet) north of the southeast corner of said Government Lot 1; thence south 30 rods (495 feet) to the point of beginning.

#### PARCEL 72:

A strip of land, 20 feet wide on each side of the center line except on sharp hill side and there 50 feet on each side of center line as now laid out and staked over and across the northwest quarter of the northwest quarter of Section 28, Township 12 North, Range 5 East, W.M., Lewis County, Washington, said strip being more particularly described as follows:

Beginning at a point on the north line of Section 28, 710.1 feet east of the northwest corner of Section 28, this point falling on a tangent bearing south 17°30' west at engineering station 160 + 91.1; thence along said tangent for a distance of 6.6 feet to point of curve of 10° right curve, engineering station 160 + 97.8; thence along curve for a distance of 165 feet to a point of tangency of a tangent bearing south 34° west, engineering state 162 + 62.8; thence along tangent for a distance of 447.4 feet to a point of curve of 16° left curve, engineering station 167 + 10.2; thence along curve for a distance of 115.6 feet to end of curve, engineering station 168 + 24.8; thence along a tangent bearing south 15°30' west a distance of 374.3 feet to a point on curve of 20° right curve, on engineering station 172 + 00.1; thence along curve a distance of 57.5 feet to end of curve, engineering station 172 + 57.6; thence along tangent bearing south 27° west for a distance of 282.4 feet to a point on the south line of northwest quarter of northwest quarter of Section 28, being engineering station 175 + 40, this point being 78.1 feet east of the west line of Section 28.

ALSO that part of the northwest quarter of the northwest quarter of Section 28, Township 12 North, Range 5 East, W.M., Lewis County, Washington, described as follows: A strip of land 100 feet wide being 50 feet on each side of a center line, described as follows: Beginning at a point on the north line of said northwest quarter of the northwest quarter, 731.9 feet east of the northwest corner thereof; thence south 15° west 56 feet; thence on a 12° curve to the right, 125 feet; thence south 30° west 147 feet; thence on an 8° curve to the right, 12 feet; thence south 40° west 205 feet; thence on a 24° curve to the left 102 feet to the center line of the right of way.

#### PARCEL 73:

That portion of the southeast quarter of the southeast quarter of Section 28, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying southeasterly of the following described line:

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Beginning at the northeast corner of the southeast quarter of the southeast quarter of said Section 28; thence southwesterly to the midpoint on the south line of said southeast quarter of the southeast quarter and terminus of said line.

#### PARCEL 74:

Government Lots 1, 2, 3 and 4; The southeast quarter of the southwest quarter; The west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 30, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### EXCEPT that portion described as follows:

That part of the southeast quarter of the southeast quarter of Section 30, Township 12 North, Range 5 East, W.M., Lewis County, Washington, lying southeasterly of a line projected from the northeast corner of said subdivision to the southwest corner thereof.

#### PARCEL 75:

The east half of the northeast quarter of the northeast quarter and that portion of the southeast quarter of the northeast quarter of Section 33, Township 12 North, Range 5 East, W.M., Lewis County, Washington lying northeasterly of the following described line. A line projected from the mid point of the north line of the southeast quarter of the northeast quarter to the mid point of the east line of said subdivision.

#### PARCEL 76:

Government Lots 1, 2, 3, 9, 10, 11, 12 and 13, the northeast quarter of the northwest quarter and the northeast quarter of Section 34, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

EXCEPT Tacoma Eastern Railroad Right of Way by deed recorded August 15, 1910 in volume 106 of deeds, page 397.

ALSO EXCEPT that portion of Government Lots 1, 2, 3 and 10 of said Section 34 lying southerly of the following described line:

Beginning at a point on the west line of said Section 34, north 0°50'13" east 664.31 feet from the west quarter corner of said Section 34; thence southeasterly to the southeast corner of Government Lot 10; thence easterly to the northwest corner of Government Lot 1, Section 34, Township 12 North, Range 5 East, W.M., Lewis County, Washington; thence southeasterly to the southeast corner of said Government Lot 1.

#### PARCEL 77:

All of Section 35, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

#### PARCEL 78:

The west half of the northwest quarter and the northwest quarter of the southwest quarter of Section 36, Township 12 North, Range 5 East, W.M., Lewis County, Washington.

PARCEL 79:

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Government Lots 1, 2, 3, 4, 5, 6 and 7, the east half of the southwest quarter, the southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter and the west half of the southeast quarter of Section 6, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 80:

Government Lots 1 and 2, the east half of the northwest quarter and the northeast quarter of Section 7, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 81:

The southeast quarter of the northeast quarter and that portion of the northeast quarter of the southeast quarter of Section 10, Township 12 North, Range 6 East, W.M., Lewis County, Washington, described as follows:

Beginning at the east quarter corner of said Section 10; thence west 1320 feet, more or less, to the northwest corner of the northeast quarter of the southeast quarter of said Section 10; thence south 640 feet; thence east 1295 feet, more or less, to a point 25 feet west of the east boundary of said Section 10; thence south to the north boundary of the right of way line of PSH No. 5; thence southeasterly 25 feet along said highway right of way line to a point on the east boundary line of said Section 10; thence north along the east boundary line of said Section 10 to the place of beginning.

EXCEPT the south 75.00 feet of the east 375.00 feet of the west 850.00 feet of the north 640.00 feet of the northeast quarter of the southeast quarter as measured along the west line of said subdivision of Section 10, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

ALSO EXCEPT the south 75.0 feet of the west 475.0 of the north 640.0 feet of the northeast quarter of the southeast quarter as measured along the west line of said subdivision, Section 10, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 82:

The southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 14, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

TOGETHER WITH a perpetual, but non-exclusive easement, in gross on and over the following parcel of land, situated in Lewis County, State of Washington: A parcel of land located in the south half of the southwest quarter of Section 14, Township 12 North, Range 6 East, W.M., Lewis County, Washington, described as follows:

Beginning at an iron pipe set for the southwest 1/16 corner by Edward A. Butler, as disclosed by survey recorded February 9, 1982 in volume 5 of surveys, page 85, records of Lewis County, Washington; thence 45.03 feet south 89°56'46" west to a 1/2 inch iron pipe on line between the northwest quarter of the southwest quarter and the southwest quarter; thence 142.48 feet south 8°44'47" east to a 1/2 inch pipe on the Kiona County Road right of way; thence 68.91 feet north 51°47'08" east along the Kiona County Road right of way to a 1/2 inch iron pipe; thence 102.94 feet north 17°22'01" west to the point of beginning.

#### PARCEL 83:

All of Section 15, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 84:

All of Section 16, Township 12 North, Range 6 East, W.M., Lewis County, Washington. Exhibit A, Part I
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All of Section 17, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 86:

PARCEL 85:

The northeast quarter of the northeast quarter of Section 18, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 87:

The south half of the south half of Section 19, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 88:

The east half of the northeast quarter of Section 20, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 89:

All of Section 21, Township 12 North, Range 6 East W. M., Lewis County, Washington.

EXCEPT that portion of Government Lot 4 lying southerly and easterly of Conlay Road.

#### PARCEL 90:

The south half of the northwest quarter of Section 22, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 91:

All of Section 23, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT that part of the northeast quarter of the southeast quarter of Section 23, Township 12 North, Range 6 East, W.M., described as follows: Commencing at the southeast corner of said Section 23, then north 1°14'49" east along the east boundary thereof 1879.20 feet to the true point of beginning, then north 89°20'16" west 800.00 feet, then north 1°14'49" east 200.00 feet, then south 89°20'16" east 800.00 feet to the east boundary of said Section 23, then south 1°14'49" west along said boundary 200.00 feet to the point of beginning.

ALSO EXCEPT all that part of a strip of land, 60 feet in width, in the Southwest Quarter of the Southwest Quarter of Section 23, Township 12 North, Range 6 East, W.M., lying along and 30 feet on each side of the following described proposed centerline of Peters Road:

Beginning at the Southwest Corner of said Section 23; thence North 00°55'31" East along the west line of said Section 23, 683.49 feet to a point on centerline designated Engineer's Station P.C. 20+38.25, TRUE POINT OF BEGINNING; thence Southeasterly along the arc of a curve to the left, having a Delta Angle of 90°17'35", a curve length of 1071.62 feet and a back bearing of North 00°55'31" East, a distance of 1071.62 feet to a point on centerline designated Engineer's Station P.T. 31+09.87, and there to terminate.

ALSO EXCEPT all that part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 12 North, Range 6 East, W.M., lying southwest of the above described strip of land.

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#### PARCEL 92:

Government Lots 5, 6, 7 and 8 and the south half of the south half of Section 26, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT a tract of land in the northwest corner of Lot 5, Section 26, Township 12 North, Range 6 East, W.M., Lewis County, Washington, more particularly described as follows:

Beginning at a point in the west boundary line of said Section 26, 2178 feet north of the southwest corner of said Section and running thence east, parallel to the south boundary line of said Section 26, a distance of 800 feet; thence north parallel to the west boundary line of said Section, a distance of approximately 610 feet to the south bank of the Cowlitz River; thence in a westerly direction along the south bank of the Cowlitz River a distance of approximately 800 feet to an intersection with the west boundary line of said Section 26; thence south along the west boundary line of said Section 26 to the point of beginning a distance of approximately 600 feet.

ALSO EXCEPT portions of Government Lots 5, 6, 7 and 8, in section 26, Township 12 North, Range 6 East, W.M., in Lewis County, Washington, lying southerly of the Cowlitz River described as follows: Commencing at the east one quarter corner of said Section; thence north 00°30'15" west along the east line of said section a distance of 284.25 feet to the true point of beginning; thence south 71°45'34" west a distance of 1264.06 feet; thence south 77°36'15" west a distance of 641.66 feet; thence south 81°32'15" west a distance of 416.66 feet; thence north 84°16'42" west a distance of 507.35 feet; thence north 74°06'15" west a distance of 457.71 feet; thence south 36°28'18" west a distance of 328.49 feet; thence north 64°51'26" west as distance of 132.04 feet; thence north 14°28'55" west a distance of 274.97 feet; thence north 76°20'36" west a distance of 748.17 feet; thence south 89°12'34" west a distance of 235.17 feet; thence north 00°13'40" east parallel with the west line of said section a distance of 104.00 feet to the left bank of said river; thence easterly along said bank to said east line; thence south 00°30'15" east along said east line a distance of 284.25 feet to the true point of beginning.

ALSO EXCEPT that portion of the southeast quarter in Section 26, Township 12 North, Range 6 East, W.M. in Lewis County, Washington, described as follows:

BEGINNING at the southeast corner of said Section 26; thence north along the east line of said Section, 60 feet; thence south 45° west 84.8 feet more or less to the south line of said Section; thence east along said south line 60 feet more or less to the point of beginning.

#### PARCEL 93:

The northeast quarter of the northeast quarter and Government Lot 1 in Section 27, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT that portion of Government Lot 1 of said Section 27 lying north of the Cowlitz River and more particularly described as follows: Commencing at the east one quarter corner of said Section 27; thence north 00°13'40" east along the east line of said Section 27 a distance of 555.73 feet to the true point of beginning; thence north 81°31'17" west a distance of 717.67 feet; thence north 20°07'12" east a distance of 393.90 feet; thence north 70°53'21" west a distance of 149.27 feet; thence south 18°16'48" west a distance of 399.81 feet; thence north 57°21'40" west a distance of 577.96 feet to the west line of said subdivision; thence south 00°30'07" west along said west line to the right bank of the Cowlitz River; thence easterly along said bank to the intersection of said East line of said Section 27; thence north 00°13'40" east along said east line to the true point of beginning.

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The west half of the southeast quarter and Government Lots 1 and 2 in Section 28, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

EXCEPT that portion of Government Lots 1 and 2 of said Section 28, described as follows:

Beginning at the intersection of the east line of said Section and the right bank of the Cowlitz River; thence north 01°36'40" east along said east line to the east one quarter corner of said Section; thence south 88°35'02" west a distance of 531.00 feet; thence south 51°29'46" west a distance of 963.73 feet; thence south 01°36'40" west a distance of 2116.00 feet to the south line of said section; thence north 89°26'00" east along said south line to the right bank of the Cowlitz River; thence northerly and easterly along the right bank of said river to the point of beginning.

PARCEL 95:

PARCEL 94:

All of Section 29, township 12 North, Range 6 East W. M., Lewis County, Washington.

EXCEPT the south half of the southeast quarter of said section.

ALSO EXCEPT that portion of the north half of the southeast quarter of said Section 29 conveyed to Randall Sharp through Lewis County Boundary Line Adjustment BLA 03-0006 and Quit Claim Deed recorded February 12, 2003 as document number 3158611 and more particularly described as follows:

COMMENCING at the southwest corner of said Subdivision; thence north 87°42'30" east along the south line of said Subdivision a distance of 659.26 feet to the northwest corner of that certain tract of land described in Statutory Warranty Deed filed under Auditor's File No. 943588, dated March 19, 1986, records of Lewis County, Washington and the true point of beginning of this description; thence north 00°35'38" west parallel with the west line of said Subdivision a distance of 34.61 feet; thence north 84°48'21" east a distance of 659.51 feet; thence south 00°35'38" east parallel with said west line a distance of 68.02 feet to the south line of said Subdivision; thence south 87°42'30" west along said south line a distance of 657.67 feet to the true point of beginning.

ALSO EXCEPT that portion of the north half of the southeast quarter of said Section 29 conveyed to Norma J. Boren through Lewis County Boundary Line Adjustment BLA 03-0023 and Quit Claim Deed recorded April 8, 2003 as document number 3163465 and more particularly described as follows:

BEGINNING at the southeast corner of said Subdivision; thence north 00°35'38" west along the east line of said Subdivision a distance of 132.40 feet; thence south 84°49'31" west a distance of 1279.60 feet; thence south 00°35'38" east parallel to said east line a distance of 68.02 feet to the south line of said Subdivision; thence north 87°42'30" east along said south line a distance of 1276.07 feet to the point of beginning.

EXCEPT that portion lying within the Falls County Road.

PARCEL 96:

All of Section 30, township 12 North, Range 6 East W. M., Lewis County, Washington.

EXCEPT the south half of the south half of said section.

PARCEL 97:

All of Section 31, Township 12 North, Range 6 East, W.M., Lewis County, Washington. Exhibit A, Part I
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EXCEPT that portion of said Section 31 described as follows:

Beginning at the southeast corner of said section; thence north 00°46'20" east a distance of 2653.22 feet to the east one quarter corner of said section; thence continuing north 00°46'20" east along the east line of said section a distance of 128.05 feet; thence south 86°10'22" west a distance of 826.84 feet; thence north 77°03'38" west a distance of 828.54 feet; thence south 75°23' 22" west a distance of 919.14 feet; thence south 40°54'38" west a distance of 722.63 feet; thence south 01°07'32" west a distance of 914.49 feet; thence south 37°14'38" east a distance of 1161.2 feet; thence south 79°03'55" east a distance of 825.03 feet; thence south 63°29'38" east a distance of 267.61 feet to the south line of said section; thence south 89°07'17" east a distance of 1223.47 feet to the point of beginning.

#### PARCEL 98-A

Those portions of Government Lots 11 and 12 and of the southeast quarter of the southeast quarter, all in Section 32, Township 12 North, Range 6 East, W.M., Lewis County, Washington, lying easterly and northerly of the following described line "A":

Beginning at the southwest corner of said Section 32; thence north 00°46'20" east 1326.61 feet along the west line of said Section 32 to the north line of the south half of the south half of said Section 32; thence south 88°48'36" east 1936.2 feet along said north line to the true point of beginning of said line "A"; thence south 16°58'00" west 283.86 feet; thence south 73°10'03" east 151.2 feet; thence south 66°45'18" east 2670.13 feet to the south line of said Section 32 and the terminus of said line "A".

#### PARCEL 98-B

Beginning at a point on the east section line of Section 32, Township 12 North, Range 6 East, W.M. Lewis County, Washington, bearing north 3°43' east at a distance of 1316.4 feet from the southeast corner of said section, the true point of beginning being a 1 1/2 inch iron pipe sunk in the ground at the south 1/16th corner of Sections 32 and 33, Township 12 North, Range 6 East, thence running north 3°43' east a distance of 208.8 feet along the east section line of Section 32; thence turning and running north 89°11' west a distance of 209.7 feet; thence turning and running south 3°27' west a distance of 208.7 feet to a 1 1/2 inch iron pipe at land now or formerly belonging to Milwaukee Land Company; thence turning and running south 89°11' east along the south 1/16th line of Section 32, Township 12 North, Range 6 East, by land of said Milwaukee Land Company a distance of 208.7 feet to the true point of beginning; all bearings referring to the true north.

#### PARCEL 98-D

The northwest quarter of the northwest quarter of Section 32, Township 12 North, Range 6 East, W.M., Lewis County, Washington.

#### PARCEL 98-E

That portion of Government Lot 3 in Section 32, Township 12 North, Range 6 East, W.M., Lewis County, Washington, lying northerly and westerly of the following described line "A": Beginning at the north quarter corner of said Section 32: thence south  $00^{\circ}23'19$ " west 441.71 feet along the north-south centerline of said Section 32 to the true point of beginning; thence north  $89^{\circ}36'41$ " west 52.70 feet; thence south  $92^{\circ}14'06$ 0 west  $92^{\circ}14'06$ 1 west  $92^{\circ}14'06$ 2 west  $92^{\circ}14'06$ 3 west  $92^{\circ}14'06$ 4 west  $92^{\circ}14'06$ 5 west

### PARCEL 99:

All of Section 34, Township 12 North, Range 6 East W. M., Lewis County, Washington.

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#### PARCEL 100:

All of Section 36, Township 12 North, Range 6 East, W. M., Lewis County, Washington.

#### PARCEL 101:

The south half of the northwest quarter of Section 28, Township 12 North, Range 7 East, W. M., Lewis County, Washington.

#### PARCEL 102:

The north half of the northeast quarter of Section 25, Township 13 North, Range 3 East, W. M., Lewis County, Washington.

#### PARCEL 103:

The southwest quarter of the southwest quarter of Section 26, township 13 North, Range 4 East, W. M., Lewis County, Washington.

#### PARCEL 104:

The south half of the southwest quarter of Section 32, Township 13 North, Range 4 East, W. M., Lewis County, Washington.

#### PARCEL 105:

The northwest quarter of the northwest quarter Section 35 Township 13 North, Range 4 East, W. M., Lewis County, Washington.

#### PARCEL 106:

The northeast quarter of the southeast quarter and the south half of the south half of Section 4, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 107:

The southeast quarter of Section 6, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 108:

The east half of the southwest quarter and the southeast quarter of Section 20, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 109:

The West half of Section 27, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

# PARCEL 110:

The north half of the north half of Section 28, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

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PARCEL 111:

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The west half and the southeast quarter of Section 32, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 112:

All of Section 36, Township 13 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 113:

The east half of the southwest quarter of Section 30, Township 14 North, Range 5 East, W. M., Lewis County, Washington.

#### PARCEL 114:

All that portion of the south half of the northwest quarter of Section 32, Township 14 North, Range 5 East, W. M., Lewis County, Washington lying south of the Tilton River.

EXCEPT SR 7 as disclosed by Deeds recorded September 15, 1914, under Auditor's File No. 80377 and rerecorded September 29, 1930 under Auditor's File No. 247527.

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FURTHER EXCEPTING FROM SAID PARCELS 1-114 ALL TIMBER, STANDING, DEAD OR DOWN LOCATED WITHIN THE EXHIBIT UNITS DESCRIBED AND MAPPED BELOW, ALL WITHIN LEWIS COUNTY, WASHINGTON:

Exhibit Unit #	Exhibit Unit Name	Forest Practice Application #	Description of Land Where Timber is Located	
1	Swanson 8	2510097	Ptns of the NW¼ and ptns of NW¼ of the SW¼ of Twn 12N, Rge 05E, Sec 16, WM, which are outlined on the map attached hereto as Exhibit A, Part II, Page 2	
2	Bootlace	2510128	Ptns of SW¼ and Ptns of SE¼ of Twn 13N, Rge 05E, Sec 32, WM which are outlined on the map attached hereto as Exhibit A Part II, Page 3	
3	SW Sulpher	2507549	Ptns of S½ of SE¼, of Twn 11N, Rge 06E, Sec 16, WM, which are outlined on the map attached hereto as Exhibit A, Part II, Page 4	
4	Sulpher Creek	2510509	Ptns of NW¼ of SE¼ and ptns of SW¼ and ptns of SE¼ of NW¼ of Twn 11N, Rge 06E, Sec 16, WM, which are outlined on the map attached hereto as Exhibit A, Part II, Page 5	
5	Dog Mtn West	2510925	Ptns of SE¼ of SE¼ of Sec 34 and ptns of S½ and ptns NW¼ of SW¼ of Sec 35 of Twn 12 Rge 05E WM, which are outlined on the map attached hereto as Exhibit A, Part II, Page 6	
6	Benham 2004	2510563	Ptns SE¼ of NW¼ and ptns SW¼ of NE¼; Ptns W½ of SE¼ and ptns of E½ of SW¼ of Twn 11N, Rge 06E, Sec 24 WM which are outlined on the map attached hereto as Exhibit A, Part II, Page 7	
7	Wakeawasis	2510081	Ptns S½ NW¼ of Sec 18 and ptns of SW¼ and Ptns NW¼ of NW¼ of Sec 19 of Twn 11N, Rge 05E WM which are outlined on the map attached hereto as Exhibit A, Part II, Page 8	

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Exhibit	Exhibit Unit	Forest	Description of Land
Unit#	Name	Practice	Where Timber is Located
		Application #	
8	432 Road	2509935	Ptns of SW 1/4 and ptns W1/2 of SE1/4 and
			ptns S½ SE¼ of NW¼ and ptns SW¼ of
			SW1/4 of NE1/4 of Twn 11, Rge 05E, Sec
			19, WM which are outlined on the map
			attached hereto as Exhibit A, Part II,
			Page 9
9	322 Road	2510677	Ptns of NE1/4 and ptns N1/2 and ptns of
			NE¼ of SW¼ and ptns of N½ of SE¼
•			and ptns of W½ of NW¼ of Twn 11,
			Rge 06E, Sec 7, WM which are outlined
			on the map attached hereto as Exhibit A,
			Part II, Page 10
10	Cispus Bend	2510837	Ptns of NW¼ lyg South of Cispus River
			and ptns of W½ of NE¼ lying West of
			Cispus River of Twn 11, Rge 06E, Sec 04
			WM which are outlined on the map
			attached hereto as Exhibit A, Part II Page
		051/055	11
11	N. Huff	2511855	Ptns of N½ of Twn 12N, Rge 06E, Sec
			36, WM which are outlined on the map
			attached hereto as Exhibit A, Part II, Page
40	1 11	2544240	12
12	Longbell	2511248	Ptns of NE¼ of Sec 6 and ptns of S½ of
			NW1/4 of Sec 5 in Twn 11, Rge 03E, WM
			which are outlined on the map attached
13	Peters Corner	2510889	hereto as Exhibit A, Part II Page 13
13	Peters Corner	2510009	Ptns of SW1/4 and ptns of NW1/4 of NW1/4
		1	of SE¼ of Sec 23 and ptns of NE¼ of
			NE¼ of Sec 27 in Twn 12, Rge 06E;,
			WM which are outlined on the map
			attached hereto as Exhibit A, Part II,
14	Kelly Copper	2509982	Pages 14–15
14	Treily Copper	2303302	Ptns of W½ of SW¼ of Sec 4, ptns of E½
			of SE¼ of Sec 5 and ptns N½ of NE¼
1			and ptns of W½ of NE¼ of Sec 8 and
			ptns of W½ of NW¼ and ptns of NW¼
			of NW¼ and ptns of NE¼ of Sec 9, of
			Twn 11, Rge 06E, WM which are
			outlined on the map attached hereto as
			Exhibit A, Part II, Pages 16-20

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Exhibit	Exhibit Unit	Forest	Description of Land		
Unit#	1				
		Application #			
15	Cusher Flats	2509918	Ptns of SW1/4 of Twn 12N, Rge 06E, Sec		
			29, WM which are outlined on the map		
			attached hereto as Exhibit A, Part II, Page		
			21		
16	Tilton Too	2508392	Ptns of S½ of SW¼ and ptns of SW¼		
			of SE¼ of Rge 05E, Sec 02, WM which		
			are outlined on the map attached hereto		
			as Exhibit A, Part II, Page 22		
17	Crazy Man	2511898	Ptns of S½ of SW¼ of Sec 6 and ptns of		
			NW1/4 and ptns of W1/2 of NE1/4 and ptns		
			of NW ¼ of SE¼ and ptns of NE¼ of		
	]		SW¼ of Sec 7 of Twn 11N, Rge 03E,		
			WM which are outlined on the map		
			attached hereto as Exhibit A, Part II, Page		
			23		
18	Winston 10 S.	2512149	Ptns SW1/4 and ptns of S1/2 of SE1/4 and		
			ptns of S½ of N½ of SE¼ of Sec 10 and		
			ptns of SW¼ of SW¼ of Sec 11 of Twn		
			11, Rge 03E, WM which are outlined on		
			the map attached hereto as Exhibit A,		
			Part II, Page 24		
19	Winston 8 S.	2512124	Ptns of SE¼ of SE¼ of Sec 7, and ptns of		
			$S\frac{1}{2}$ of $N\frac{1}{2}$ of $SW\frac{1}{4}$ and ptns of $S\frac{1}{2}$ of $SW$		
			<sup>1</sup> / <sub>4</sub> and ptns of S <sup>1</sup> / <sub>2</sub> of SE <sup>1</sup> / <sub>4</sub> of Sec 8 of		
		,	Twn 11N, Rge 03E, WM which are		
			outlined on the map attached hereto as		
	5	05/1-11	Exhibit A, Part II, Page 25		
20	Dog Mnt. E	2511741	Ptns of SE¼ of Sec 35 and ptns of NW¼		
			of SW1/4 and ptns of S1/2 of SW1/4 of		
		1	NW1/4 of Sec 36 of Twn 12N, Rge 05E,		
			WM which are outlined on the map		
			attached hereto as Exhibit A, Part II, Page		
24		0500500	26		
21	Johnson Mnt. E	2508568	Ptns of NE¼ of SE¼ of Twn 13N, Rge		
		]	05E, Sec 36, WM which are outlined on		
			the map attached hereto as Exhibit A,		
			Part II, page 27		

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Exhibit	Exhibit Unit	Forest	Description of Land
Unit#	Name	Practice	Where Timber is Located
		Application #	
22	Cispus Flats	2511806	Ptns of SE¼ and ptns of S½ of NE ¼ of
			Sec 11 and ptns of W½ of SW¼ of Sec
			12 of Twn 11N, Rge 06E, WM which are
			outlined on the map attached hereto as
			Exhibit A, Part II, Page 28
23	RG Sec 15	2510918	Ptns W½ of SE¼ and ptns of SW¼ of
			NE <sup>1</sup> / <sub>4</sub> and ptns of S <sup>1</sup> / <sub>2</sub> of NW <sup>1</sup> / <sub>4</sub> and ptns
			of N½ of SW¼ and ptns of SE¼ of
			SW¼ of Twn 12N, Rge 06E, Sec 15,
			WM which are outlined on the map
			attached hererto as Exhibit A, Part II,
			Page 29
24	432 #2 Cable	2512121	Ptns of SE¼ of Sec 18 and ptns of N½ of
			NE¼ of Sec 19 of Twn 11N, Rge 05E,
			WM which are outlined on the map
			attached hereto as Exhibit A, Part II, Page
			30
25	Sec 34 NE	2511233	Ptns of NE¼ and ptns of NE¼ of SE¼ of
			Twn 12N, Rge 06E, Sec 34, WM which
			are outlined on the map attached hereto
		0511710	as Exhibit A, Part II, Page 31
26	Little Mnt Scraps	2511742	Ptns of W½ of NW¼ of Sec 1 and ptns of
			NE¼ of Sec 2 of Twn 11, Rge 05E, WM
			which are outlined on the map attached
		0511150	hereto as Exhibit A, Part II, Page 32
27	Lunch Creek	2511450	Ptns of SW¼ of SE¼ of Sec 1 and ptns of
			SW¼ of SW¼ of Sec 6 and Ptns of
			NW'4 of NW'4 of Sec 7 and N'2 of NE'4
		ļ	of Sec 12 of Twn 12N, Rge 05E, WM
			which are outlined on the map attached
	10.14	0540440	hereto as Exhibit A, Part II, Page 33
28	Winston 10 W.	2512148	Ptns of E½ of E½ of SE¼ of Sec 9 and
			ptns of SW¼ and ptns of S½ of NW¼ of
			Sec 10 of Twn 11N, Rge 03E, WM
			which are outlined on the map attached
	11.45.04	0511001	hererto as Exhibit A, Part II, Page 34
29	Huff 34	2511234	Ptns of NW¼ and Ptns of N½ of SW¼
			and ptns of SW¼ of SW¼ of Twn 12N,
		***************************************	Rge 06E, Sec 34, WM which are outlined
			on the map attached hereto as Exhibit A,
			Part II, Page 35



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Exhibit	Exhibit Unit	Forest Practice Application #	Description of Land	
Unit#	Name		Where Timber is Located	
30	Winston 09 S.	2511450	Ptns of NE¼ of SE¼ of Sec 8 and ptns of S½ of SE¼ of Sec 9 of Twn 11N, Rge 03E, WM which are outlined on the map attached hereto as Exhibit A, Part II, Page 36	



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# **EXHIBIT A PART II MAP INDEX**

Exhibit Unit#	WA DNR Forest Practice Application # (FPA)	FPA App Date	Exhibit Unit Name	Deed Unit	Exhibit A Part II Unit Map Page #
11	2510097	09/06/2002	Swanson 8	40	2
2	2510128	09/17/2002	Bootlace	101	3
3	2507549	12/05/2002	SW Sulpher	38	4
4	2510509	01/28/2003	Sulpher Creek	75	5
5	2510925	05/09/2003	Dog Mtn West	39	6
6	2510563	02/12/2003	Benham 2004	86	7
7	2510081	09/03/2002	Wakeawasis	78	8
8	2509935	08/06/2002	432 Road	112	9
9	2510677	03/14/2003	322 Road	77	10
10	2510837	04/22/2003	Cispus Bend	59	11
11	2511855	01/23/2004	N. Huff	108	12
12	2511248	07/22/2003	Longbell	72	13
13	2510889	05/05/2003	Peters Corner	118	14 - 15
14	2509982	08/14/2002	Kelly Copper	93	16 - 20
15	2509918	08/02/2002	Cusher Flats	58	21
16	2508392	07/01/2003	Tilton Too	70	22
17	2511898	02/05/2004	Crazy Man	102	. 23
18	2512149	04/02/2004	Winston 10 S.	104	24
19	2512124	03/30/2004	Winston 8 S.	91	25
20	2511741	12/10/2003	Dog Mnt. E	97	26
21	2508568	08/14/2003	Johnson Mnt. E	15	27
22	2511806	01/08/2004	Cispus Flats	51	28
23	2510918	05/09/2003	RG Sec 15	98	29
24	2512121	03/30/2004	432 #2 Cable	77	30
25	2511233	07/18/2003	Sec 34 NE	119	31
26	2511742	12/10/2003	Little Mnt Scraps	52	32
27	2511450	09/05/2003	Lunch Creek	79	33
28	2512148	04/02/2004	Winston 10 W.	94	34
29	2511234	07/18/2003	Huff 34	117	35
30	2511800	01/08/2004	Winston 09 S.	88	36

All Forest Practice Permits, Maps and Volume estimates were prepared by the Campbell Group.

Total No. Harvest Units = Total Unit Acres =

30 546



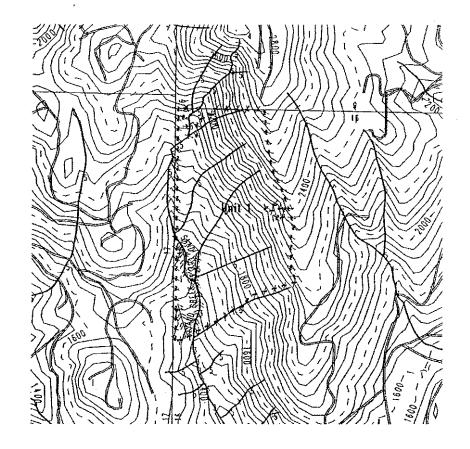
1 \$9

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# FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 12 NORTH, RANGE OS EAST (W.M.). SECTION 9
TOWNSHIP 12 NORTH, RANGE 05 EAST (W.M.). SECTION 16
APPLICATION # 2510097

UNIT NAME: Swanson 8



G 1000 2000 3000 4000 5000 5000 FEET 1 Mile 820 8]

WAP DATE: September 09, 2002

CONTOUR INTERVAL: 40 Feet

NAD 27

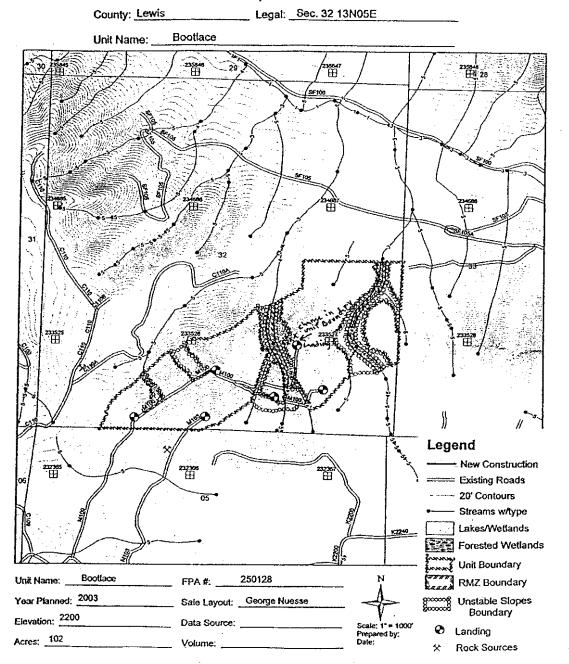
LEGEND: See Instructions DISCLAIMER: See Legend



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**3195639** Page: 35 of 73 04/30/2004 09:08A Lewis Co. WA

# Rainier Timber Co., LLC





**3195639** Page 36 of 73 04/30/2004 03 08A Lewis Co, WA

Map Output

Page 1 of 1

#### FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 11 NORTH HALF 0, RANGE 6 EAST (W.M.) HALF 0, SECTION 16

Application #: 2507549



Wednesday, December 04, 2002 11:47:34 AM NAD 27 Contour Interval: 40 Feet

httn://www.1 wadnr.gov/dnrann?//cervlet/cnm.esri.esriman Esriman?ServiceName=EnarsAc 12/4/2002.



**Rock Sources** 

84/38/2884 83:88A Lewis Co. WA

#### Rainler Timber Co., LLC FPA Map with Contours

Legal: Sec. 16 11N06E **851**0509 County: Lewis

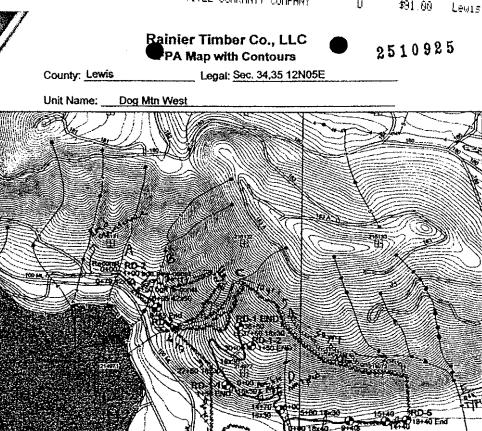
Unit Name: Sulpher Ck. 2004 Legend **New Construction** Existing Roads 20' Contours Streams w/type Lakes/Wetlands Forested Wetlands Y Unit Boundary Unit Name: Sulpher Ck. 2004 USS Boundary Forest Pro Year Planned: 2004 Leave Tree Loc. Landing Elevation: 3000

Acrea: \_75-



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**3195639** Page: 38 of 73 04/30/2004 09/08A Lewis Co, UA



212012

Unit Name: Dog Mtn West FPA #:

Year Planned: 2005 Sale Layout: Forest Pro

Elevation: 1200 Data Source: GPS GIS 8cales

Unit Boundary

Leave Tree Area
USS Boundary

Leave Tree Loc.

Landing

Legend

New Construction
Existing Roads
20' Contours
Streams w/type
Lakes/Wetlands
Forested Wetlands

★ Landing★ Rock Sources

Acres: 118



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**3195639** Page: 39 of 73 04/30/2004 09:03A Lewis Co, WA

### Rainier Timber Co., LLC FPA Map with Contours

County: Lewis Legal: Sec. 24 11N06E 2510563

Unit Name: Benham 2004 Legend **New Construction** = Existing Roads - 20' Contours - Streams w/type Lakes/Wetlands Forested Wetlands Unit Boundary Unit Name: Benham 2004 RMZ Boundary Year Planned: 2004 George Nuesse Leave Tree Loc. Elevation: Text Landing Data Source: Rock Sources Acres: 98 Volume:



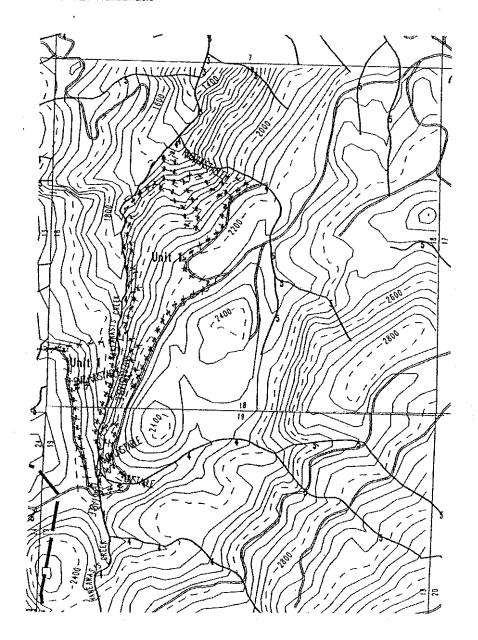
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**3195639** Page: 40 of 73 04/30/2004 09:08A Lewis Co, NA

## FOREST PRACTICE ACTIVITY MAP

TOWNSHIP II NORTH, RANGE 05 EAST (W.M.), SECTION 18
APPLICATION / 2510081

UNIT NAME: Wakeawasis





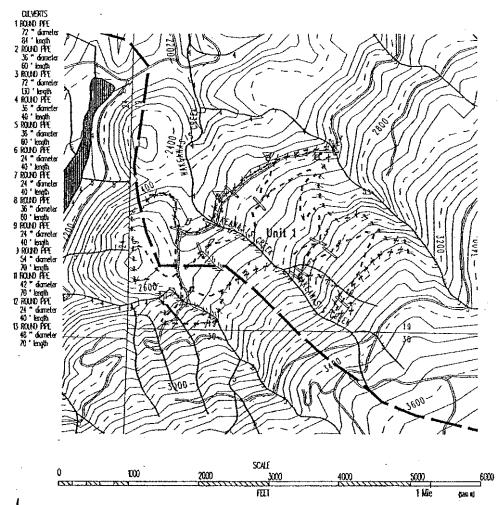
D \$91.00

**3195639** Page: 41 of 73 04/30/2004 09:08A Lewis Co, WA

# FORFST PRACTICE ACTIVITY MAP

TOWNSHIP II NORTH, RANCE 05 EAST (W.M.), SECTION 19
APPLICATION # 2509935

UNIT NAME: 432 Road



MAP DATE: August 08, 2002

CONTOUR INTERVAL: 40 Feet NAD 27

LEGEND: See Instructions DISCLAIMER: See Legend -



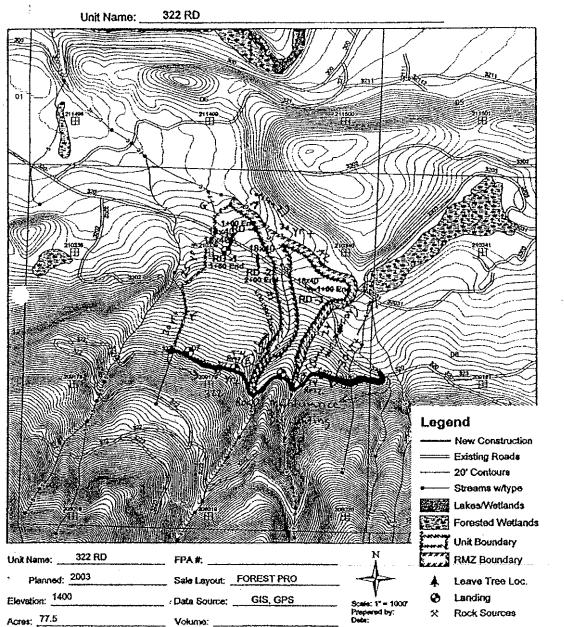
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3195639 Page: 42 of 73 04/30/2004 09/08A Lewis Co, WR

2510677

### Rainler Timber Co., LLC FPA Map with Contours

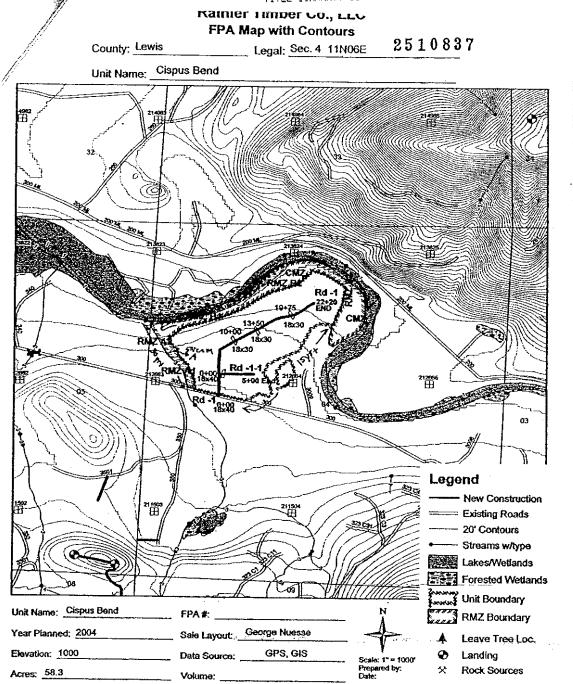
County: Lewis Legal: 11N 06E SEC. 7





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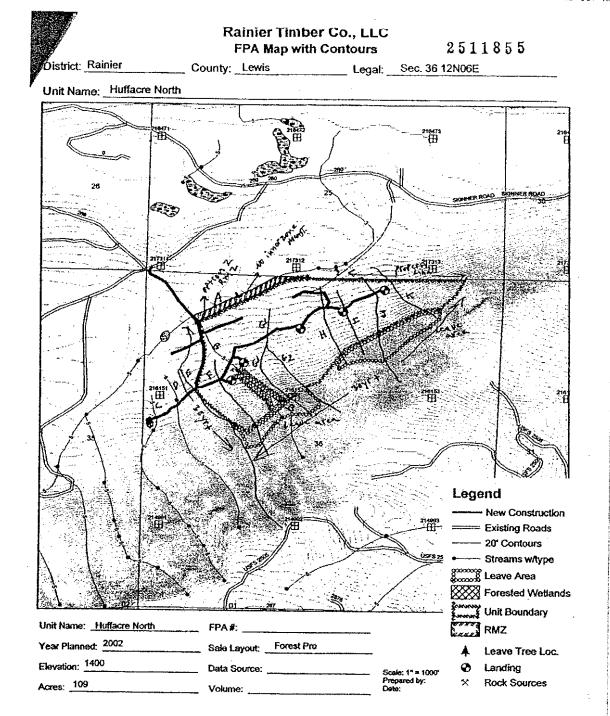
**3195639** Pager 43 of 73 04/30/2004 09:03H Lewis Co. NA





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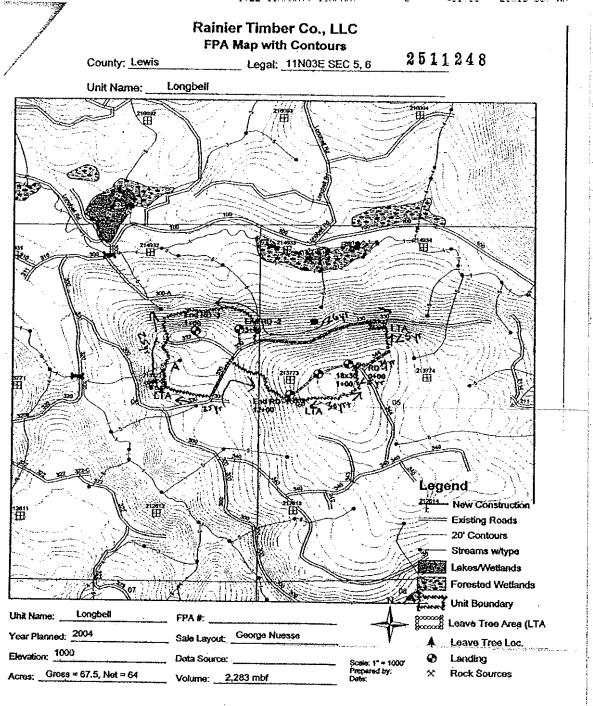
**3195639** Page: 44 of 73 04/30/2004 09/08A Lewis Co. WA





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**3195639** Page: 45 of 73 04/30/2004 09:08A Lewis Co: WA





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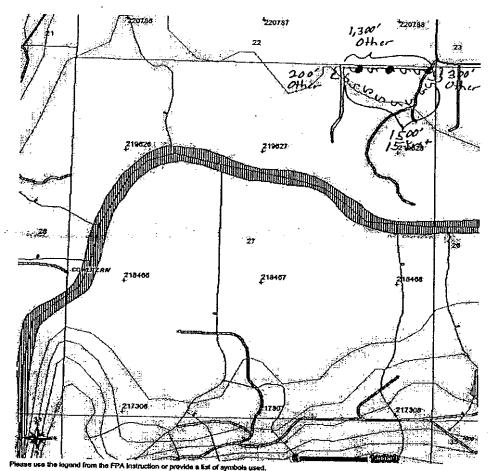
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#### FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 12 NORTH HALF 0, RANGE 6 EAST (W.M.) HALF 0, SECTION 27

Application #: 2510889

UNIT NAME: Peters Corner



Wednesday, January 06, 2003 11:24:17 AM NAD 27

http://www3.wadnr.gov/dnrapp2//servlet/com.esri.esrimap.Esrimap?ServiceName=FparsAct... 1/8/2003



D #91 86

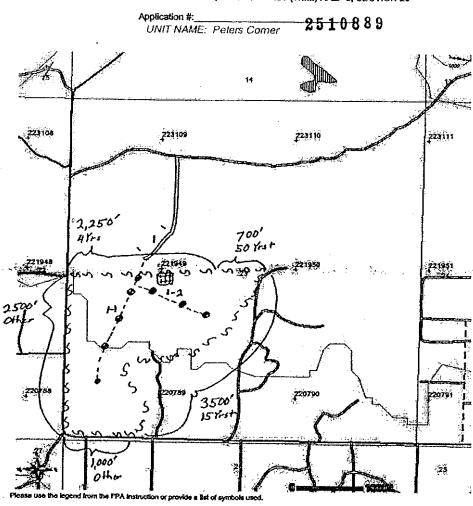
**3195639** Page: 47 of 73 04/30/2004 09.08A Lewis Co. NA



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#### FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 12 NORTH HALF 0, RANGE 6 EAST (W.M.) HALF 0, SECTION 23



Mednesday, January 08, 2003 11:23:00 AM KAD 27

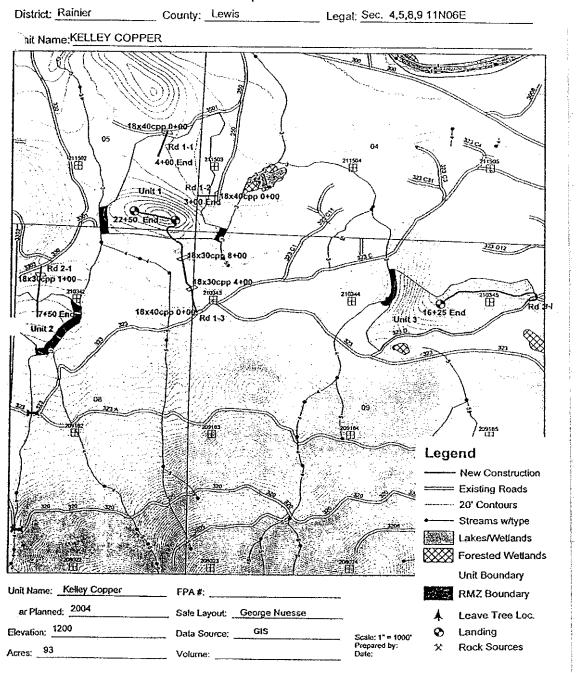
http://www3.wadnr.gov/dnrano2//servlet/com.esri.esriman/Esriman/ServiceName=FoarsAcf... 1/8/2003



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**3195639** Page: 48 of 73 04/30/2004 09:08A Lewis Co, WA

## Rainier Timber Co., LLC FPA Map with Contours





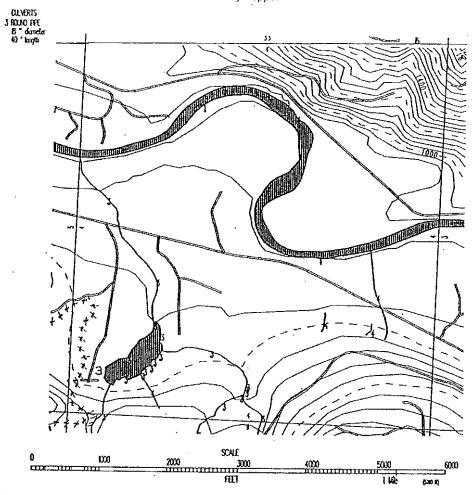
**\$**91 88

**3195639** Page: 49 of 73 04/30/2004 09/08A Lewis Co, WA

FOREST PRACTICE ACTIVITY MAP

TOWNSHIP II NORTH, RANGE OF EAST (W.W.), SECTION 4
APPELCATION | 2509982

UNIT NAME: Kelley Copper



NAP DATE: August 6, 2002

CONTOUR INTERVAL: 40 Feet

NAD 27

LEGEND: See Instructions DISCLAIMER: See Legend

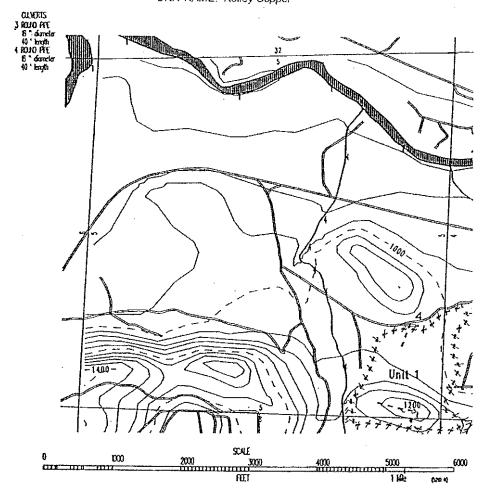
TO 1 4



**3195639** Page 50 of 73 04/30/2004 03:08A Lewis Co. WA

TOWNSHIP 11 NORTH, RANGE 06 APPLICATION / 2509982

UNIT NAME: Kelley Copper



HAP DATE: August 15, 2002

CONTOUR INTERVAL: 40 Feet

**NAD 27** 

LEGEND: See instructions DISCLAIMER: See Legend

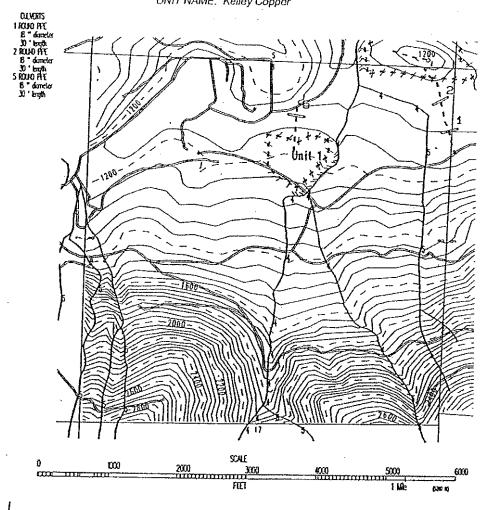
, MAP 2 of 4



**3195639**Page: 51 of 73 04/30/2004 09 08A Lewis Co, WA

TOWNSHIP II NORTH, RANGE OF EAST (W.W.). SECTION 8
APPLICATION # 2509882

UNIT NAME: Kelley Copper



MAP DATE: August 15, 2002

CONTOUR INTERVAL: 40 Feet NAD 27

LEGEND: See Instructions DISCLAIMER: See Legend

10P 3 of 4



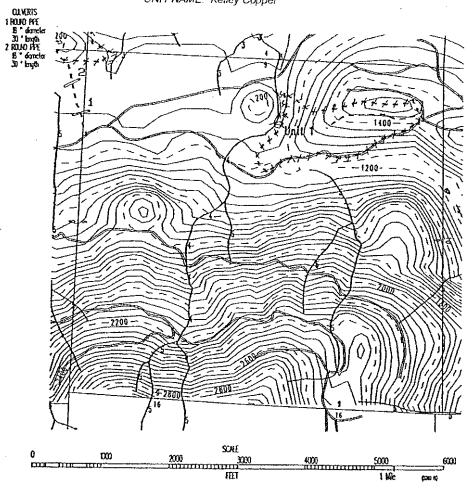
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**3195639** Page: 52 of 73 04/30/2004 09:03A Lewis Co, WA

### FOREST PRACTICE ACTIVITY MAP

TOWNSHIP II NORTH, RANGE OF EAST (W.M.). SECTION 9
APPLICATION 1 2509982

UNIT NAME: Kelley Copper



MAP DATE: August 15, 2007

CONTOUR INTERVAL: 40 Feet NAD 27

LEGEND: See Instructions DISCLAIMER: See Legend

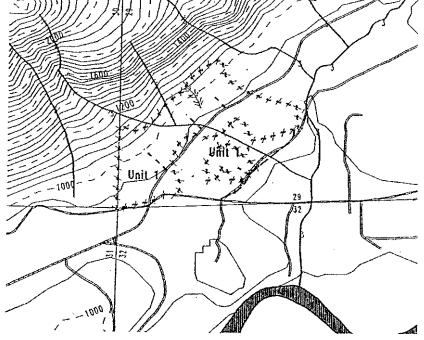
UAP 4 of 4



**3195639** Page: 53 of 73 04.30/2004 09.088 Lewis Co, WA

# Packet Created: 08/16/2002

NORTH. RANGE OF EAST (W.M.), NORTH, RANGE OF EAST (W.M.), NORTH, RANGE OF EAST (W.M.), NORTH, RANGE OF EAST (W.M.), APPLICATION \$2509918



SCALE 1 Me (520 R)

MAP DATE: August 05, 2002

CONTOUR INTERVAL: 40 Feet

LEGEND: See Instructions DISCLAIMER: See Legend



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**3195639** Page: 54 of 73 84/30/2004 09:08A Lewis Co, WA

# FOREST PRACTICE ACTIVITY MAP

TOWNSHIP 12 NORTH, RANGE 05 EAST (W.M.), SECTION 2 TOWNSHIP 12 NORTH, RANGE 05 EAST (W.M.), SECTION 3

UNIT NAME: Tilton Too



0 1000 SCALE

2000 3000 4000 5000 6000

MAP DATE: JUY 05, 2001

CONTOUR INTERVAL: 40 Feet NAD 27

LEGEND: See Instructions DISCLAIMER: See Legend

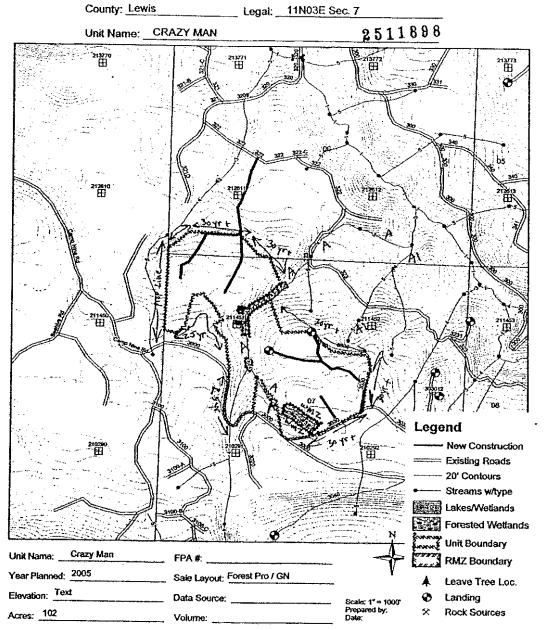


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3195639 Page: 55 of 73 04/30/2004 03:088 #31.00 Lewis Co. NA



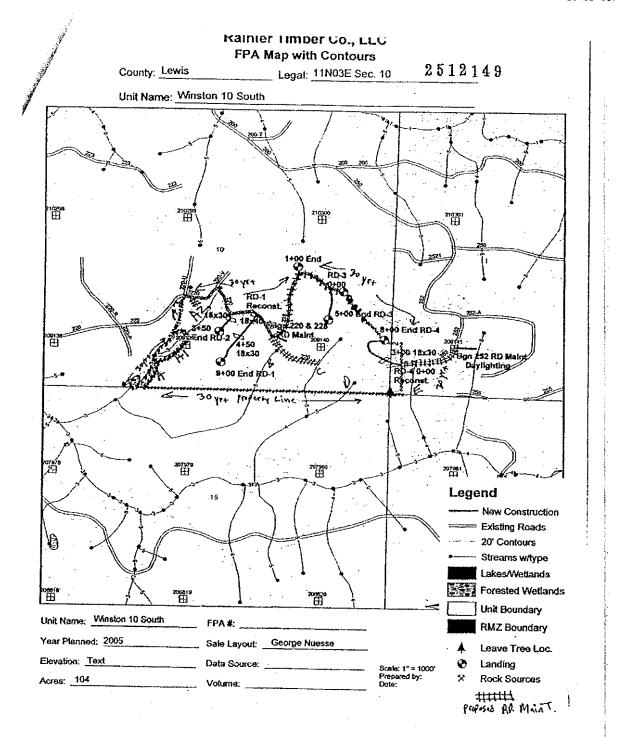
### Rainier Timber Co., LLC FPA Map with Contours





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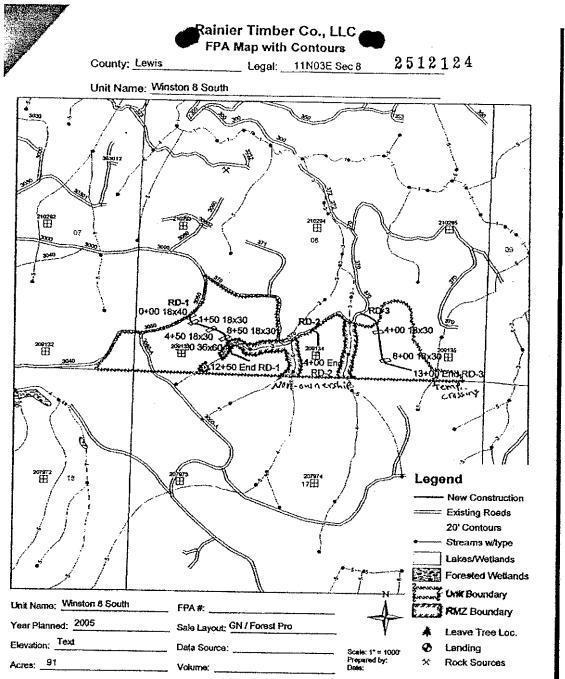
**3195639**Page: 56 of 73 04/30/2004 09-08A





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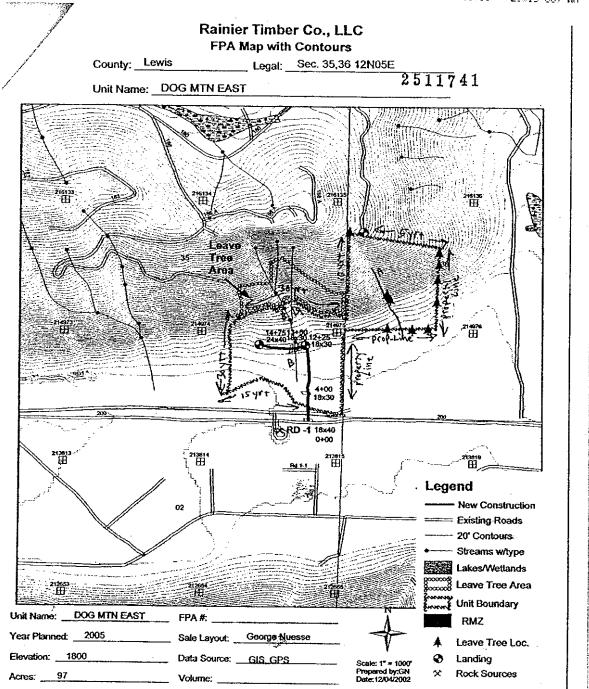
**3195639** Page: 57 of 73 04/30/2004 09:08A Lewis Co, UA





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**3195639** Page: 58 of 73 04/30/2004 09:08A Lewis Co. WA

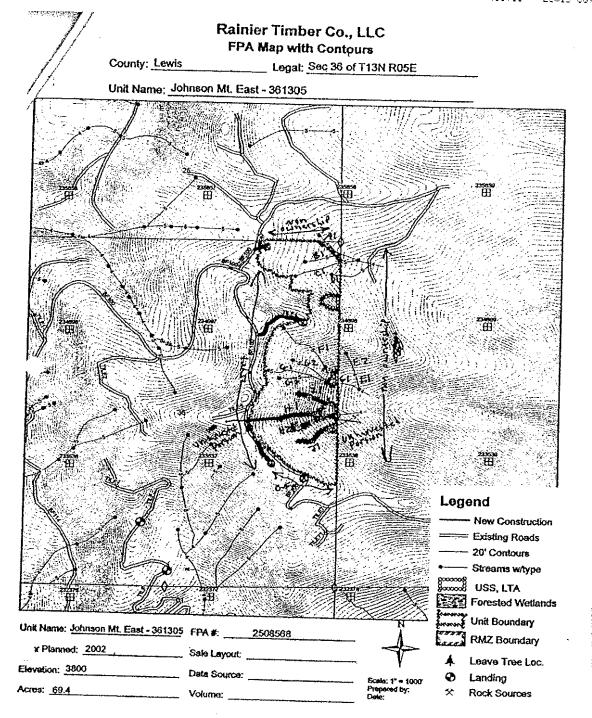




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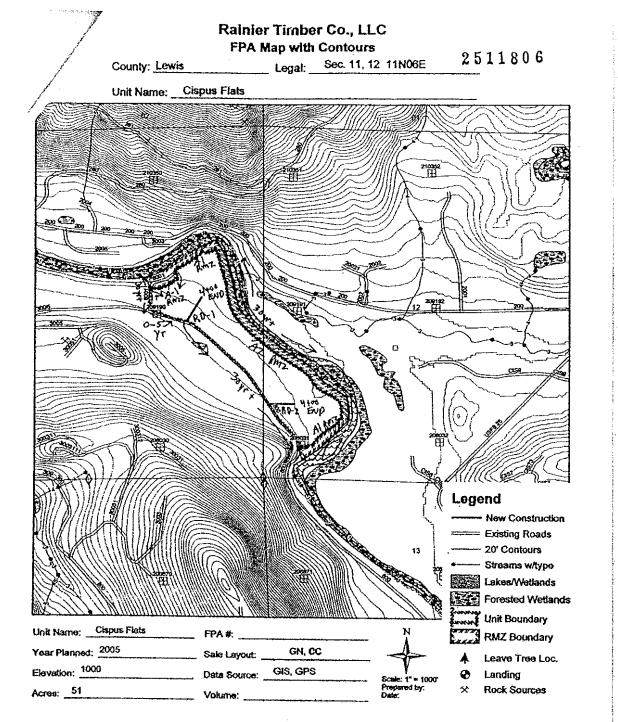
3195639 Page: 59 of 73 04/30/2004 09:08A Lewis Co. WA





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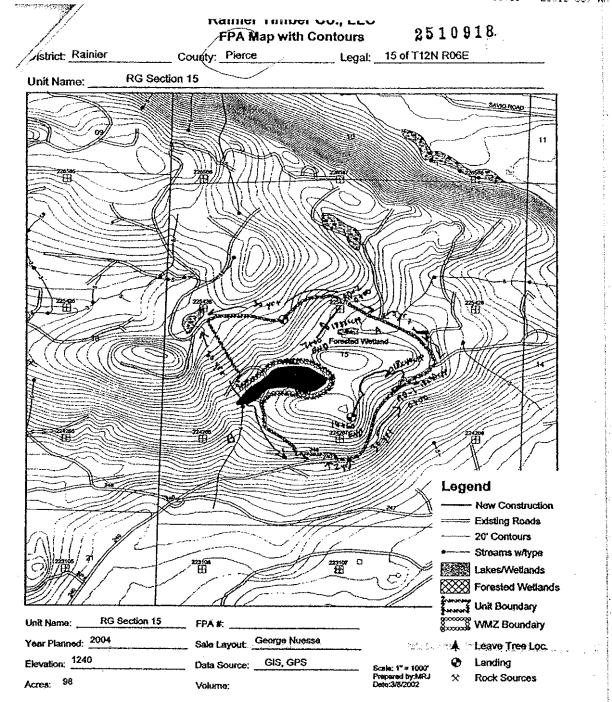
**3195639**Page: 60 of 73
04.38/2004 09:08R
Lewis Co, WA





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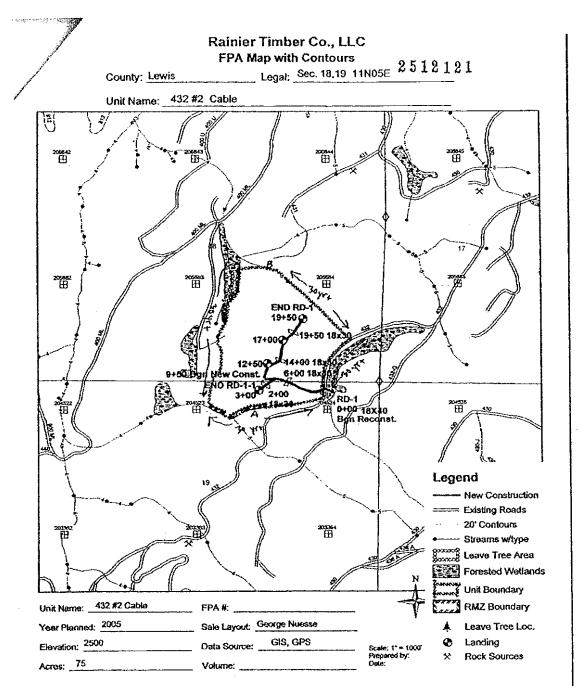
**3195639** Page: 61 of 73 84/30/2004 09:08A Lewis Co. NA





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**3195639** Page: 62 of 73 04/30/2004 09:038 Lewis Co: WA





3195639 Page: 63 of 73 84, 38, 2004 89 88A Lewis Co, NA

#### Rainier Timber Co., Ll FPA Map with Contours

2511233

County: Lewis Legat: Sec 34 12N06E Sec 34 NE Unit Name: Legend **New Construction** Existing Roads ReConstruction 20' Contours Streams w/type Lakes/Wetlands Forested Wetlands Unit Boundary Unit Name: Sec 34 12N06E FPA #: LTA Boundary Year Planned: 2005 Forest Pro Sale Layout: Leave Tree Loc: Elevation: Text Data Source; Landing 119.4 Rock Sources

Volume:

Acres:



3195639 Page 64 of 73 84,130/2884 89 88A Lewis Co, WA

#### Kainier Timper Co., LLC **FPA Map with Contours**

2511742 Legal: 11N05E SEC 2

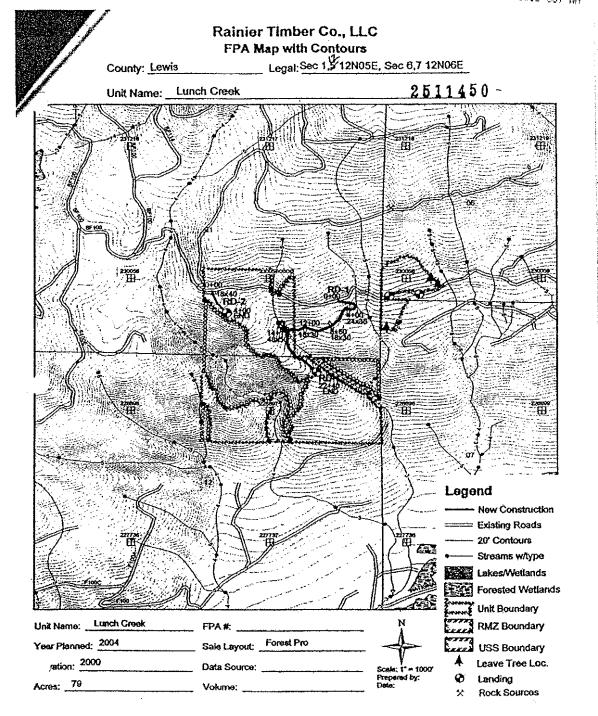
County: Lewis Unit Name: LITTLE MTN SCRAPS œį≥ Legend **New Construction** Existing Roads 20' Contours Streams w/type Lakes/Wetlands Leave Tree Area Unit Boundary Unit Name: Little Mtn Scraps **RMZ** Boundary George Nuesse Leave Tree Loc. Year Planned: 2005 Landing Elevation: Text Data Source: Rock Sources Acres: 52.5

Volume:



D #31 AA

9195639 Page: 65 of 73 84/38/2884 89:88A Lewis Co, NA





Rock Sources

3195639 Page: 66 of 73 04,130,12004 09 08A Lewis Co, MA

### Rainier Timber Co., LLC **FPA Map with Contours** 2512148 Legal: 11N 03E Sec 10 County: Lewis Unit Name: Winston 10 West RD-2 0+00 **学 350 END RD-2** 210300 RD-1-1 3+00 END 11+00 END -1 0+001 RD-1-3 3+00 END Legend **New Construction Existing Roads** 20' Contours Streams witype Lakes/Wetlands 201978 Forested Wetlands Unit Boundary Unit Name: Winston 10 West FPA#: RMZ Boundary Sale Layout George Nuesse Year Planned: 2005 Leave Tree Loc. GPS, GIS Landing Elevation: Text

Data Source:

Volume:

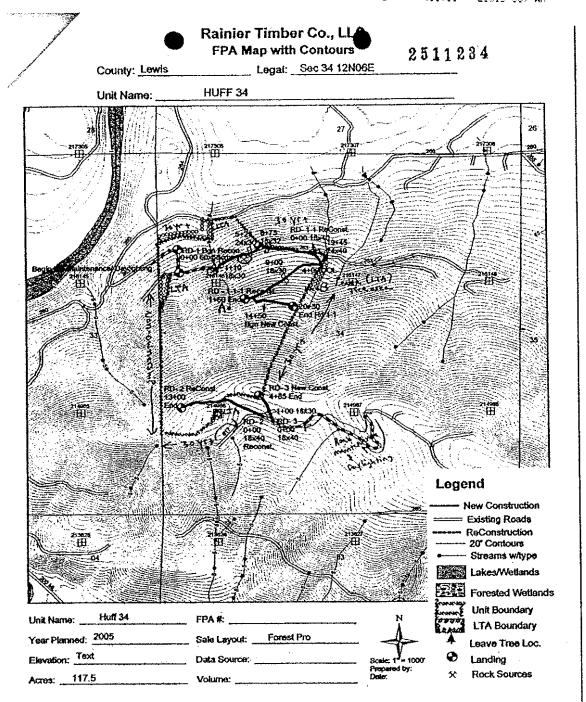
2,667 MBF

Acres: 92.7



D #91 N

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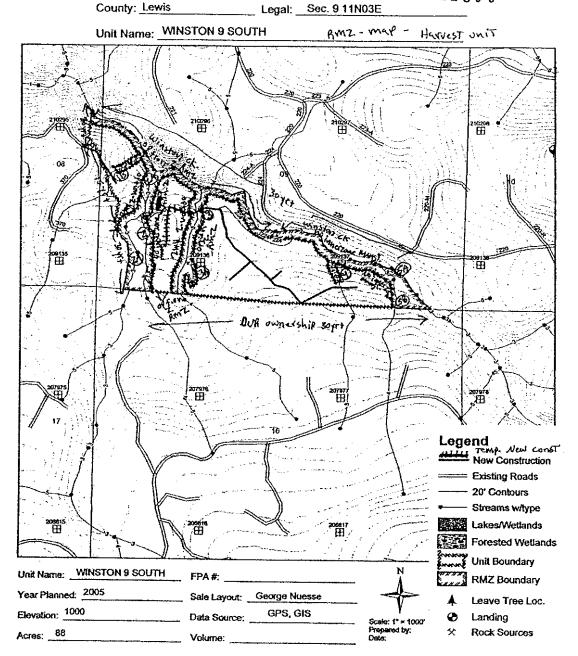


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### Rainier Timber Co., LLC FPA Map with Contours

2511800





TITLE GUARANTY COMPANY

\$91.00 Lewis Co, NA

#### **EXHIBIT B**

### **Assessor Tax Parcel Account Numbers**

Parcel	Tax Parcel No.
1	025666-000-000 (TCA 209)
2 3	025682-000-000 (TCA 209)
3	025699-000-000 (TCA 209)
4	025715-000-000 (TCA 209)
5	025720-000-000 (TCA 230F)
6	025736-001-000 (TCA 230F)
7	025752-000-000 (TCA 230F)
8	025768-000-000 (TCA 230F)
9	025774-000-000 (TCA 209)
10	025790-000-000 (TCA 209)
11	025804-000-000 (TCA 209)
12	025820-000-000 (TCA 209)
13	026242-002-000 (TCA 209)
14	026401-000-000 (TCA 209)
14	026393-000-000 (TCA 209)
15	026565-000-000 (TCA 209)
16	026572-000-000 (TCA 209)
17A	026758-000-000 (TCA 741F)
17A	026762-000-000 (TCA 741F)
17A	026769-000-000 (TCA 741F)
17A	026773-000-000 (TCA 741F)
17A	026778-000-000 (TCA 741F)
17B	026779-000-000 (TCA 741F)
17B	026780-000-000 (TCA 741F)
17B	026779-001-000 (TCA 741F)
18	026781-000-000 (TCA 741F)
18	026793-000-000 (TCA 741F)
19 19	026804-000-000 (TCA 741F)
19	026815-000-000 (TCA 739)
20	026815-001-000 (TCA 741F)
20 21	026824-000-000 (TCA 739)
22	026908-000-000 (TCA 739)
23	026933-000-000 (TCA 739)
23	026933-003-000 (TCA 739)

Parcel	Tax Parcel No.
24	026944-000-000 (TCA 741F)
25	026962-000-000 (TCA 741F)
26	026983-000-000 (TCA 739)
26	026987-000-000 (TCA 739)
27	026999-000-000 (TCA 739)
28	027031-000-000 (TCA 739)
29	027047-000-000 (TCA 739)
30	027063-000-000 (TCA 739)
31	027160-000-000 (TCA 739)
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36	027283-002-000 (TCA 741F)
36	027282-001-000 (TCA 741F)
37	027303-012-002 (TCA 741F)
37	027303-013-002 (TCA 741F)
37	027303-014-004 (TCA 741F)
38	027314-000-000 (TCA 741F)
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42	027376-000-000 (TCA 741F)
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43	027399-000-000 (TCA 741F)
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45	027444-000-000 (TCA 741F)
46	027467-000-000 (TCA 741F)
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49	029699-001-000 (TCA 219F)
50	030091-000-000 (TCA 731)
51	030329-000-000 (TCA 739)
52	030331-000-000 (TCA 739)



\$31.00 Lewis Co. WA

Dougol	Tau David Na
Parcel	Tax Parcel No.
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55	030414-001-000 (TCA 260)
56 53	030411-002-000 (TCA 260)
57	030417-001-000 (TCA 260)
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58	030426-000-000 (TCA 250)
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61	030453-000-000 (TCA 739)
61	030459-000-000 (TCA 739)
62	030457-000-000 (TCA 739)
63	030463-000-000 (TCA 739)
64	030480-000-000 (TCA 739)
65	030567-000-000 (TCA 250)
66	030573-001-000 (TCA 260)
66	030577-000-000 (TCA 260F)
66	030573-002-000 (TCA 260)
67	030589-000-000 (TCA 260)
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70	030720-000-000 (TCA 739)
71	030758-000-000 (TCA 739)
72	030795-000-000 (TCA-765)
73	030808-000-000 (TCA 739)
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75	030877-000-000 (TCA 739)
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78	030935-000-000 (TCA 741F)
79	030988-000-000 (TCA 739)
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81	031073-002-000 (TCA 741F)
82	031140-000-000 (TCA 741F)
83	031150-000-000 (TCA 741F)
84	031165-001-000 (TCA 741F)

Parcel	Tax Parcel No.
85	031166-000-000 (TCA 739)
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87	031216-000-000 (TCA 739)
88	031222-000-000 (TCA 739)
89	031238-000-000 (TCA 741F)
89	031239-000-000 (TCA 741F)
90	031260-000-000 (TCA 741F)
91	031273-002-002 (TCA 741F)
92	031317-002-000 (TCA 741F)
93	031326-003-000 (TCA 741F)
94	031356-002-000 (TCA 741F)
95	031360-002-000 (TCA 741F)
96	031382-000-000 (TCA 741F)
97	031403-002-000 (TCA 741F)
98	031421-002-000 (TCA 741F)
98	031422-000-000 (TCA 741F)
98	031426-001-000 (TCA 741F)
99	031454-000-000 (TCA 741F)
99	031460-000-000 (TCA 741F)
99	031460-001-000 (TCA 741F)
100	031481-000-000 (TCA 741F)
101	031992-000-000 (TCA 741F)
102	033746-000-000 (TCA 250)
102	033747-000-000 (TCA 250)
103	034044-000-000 (TCA 250)
104	034110-000-000 (TCA 260)
105	034166-000-000 (TCA 250)
106	034254-000-000 (TCA 739)
107	034269-000-000 (TCA 250)
108	034463-000-000 (TCA 250)
109	034549-000-000 (TCA 739)
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111	034626-000-000 (TCA 250)
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111	034634-000-000 (TCA 250)
111	034636-000-000 (TCA 250)
112	034682-001-000 (TCA 739)
113	037517-000-000 (TCA 250)
114	037544-000-000 (TCA 270F)



TITLE GUARANTY COMPANY D #91 88

**3195639** Page: 73 of 73 94/30/2004 09:088

#### **EXHIBIT C**

#### RIGHT OF FIRST REFUSAL

Grantor hereby grants to Grantee a right of first refusal ("Right of First Refusal") to purchase the rights and interests reserved by Grantor in the Reservation (as defined in the deed of which this Exhibit C is a part) (the "Reserved Rights and Interests") as provided herein. Grantee, and its successors and assigns, shall have the right to acquire all of the Reserved Rights and Interests (or the applicable portion thereof) in the event Grantor, or its successors and assigns, makes or receives an acceptable bona fide offer to or from a third party to sell, transfer or convey all or a portion of the Reserved Rights and Interests, on the same material terms and conditions as are contained in such offer, which Right of First Refusal shall be available with respect to the applicable portion of the Reserved Rights and Interests for a period of thirty (30) days after Grantee, or its successors and assigns, receives written notice of such offer and a copy of the subject offer and agreement. If Grantee or its successors and assigns fails to give notice to Grantor or its successors and assigns within such 30-day period of its election to purchase the Reserved Rights and Interests (or applicable portion thereof) on the same material terms and conditions as such third party offer, and such transaction with the third party thereafter closes on the same material terms and conditions as were presented to Grantee or its successors and assigns, then this Right of First Refusal shall terminate as to the applicable portion of the Reserved Rights and Interests on the closing of such transaction, but shall continue with respect to the remainder of the Reserved Rights and Interests. If the transaction pursuant to such third party offer does not close on the same material terms and conditions as were presented to Grantee or its successors and assigns, then this Right of First Refusal shall automatically be reinstated as to the applicable portion of the Reserved Rights and Interests on the earlier of the termination of such third party agreement or the date originally specified for the closing thereunder notwithstanding the failure of Grantee or its successors and assigns to have given timely notice of election to exercise this Right of First Refusal with respect to such transaction. Grantee's rights under this Right of First Refusal shall be retained by Grantee and shall not run with the land unless (and only to the extent) Grantee expressly assign some or all of its rights under this Right of First Refusal to any successor or assign by a written recorded document. The term "material" as it relates to the terms and conditions of a third party offer shall include but is not limited to the purchaser price, payment terms, closing date, terms of conveyance, closing cost allocations, and contingencies.

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Lewis Co, WA

When Recorded Return to:

Port Blakely Tree Farms (Limited Partnership) 8133 River Drive Tumwater, WA 98501

Document No: 20050123

### EASEMENT EXCHANGE AGREEMENT [Access]

Grantor/Grantee:

Port Blakely Tree Farms (Limited Partnership)

Grantor/Grantee:

North Fork Timber Company

Legal Description:

SE¼NE¼; Ptn. NE¼SE¼ of Section 10, Township 12N, Range 06E

SW<sup>1</sup>/<sub>4</sub>NE<sup>1</sup>/<sub>4</sub> of Section 10, Township 12N, Range 06E

Tax Account:

031073002000

031072000000

THIS EASEMENT EXCHANGE AGREEMENT (this "Agreement") is entered into as of the day of day of 2005, by and between Port Blakely Tree Farms (Limited Partnership) ("Port Blakely") and North Fork Timber Company ("North Fork").

#### Recitals

- A. Port Blakely owns that certain real property in the SE¼NE¼ and a Portion of the NE¼SE¼ of Section 10, Township 12N, Range 06E, W.M., Lewis County, Washington, Tax Account #031073002000 (the "Port Blakely Property").
- B. North Fork owns that certain real property in the SW1/4NE1/4 of Section 10, Township 12N, Range 06E, W.M., Lewis County, Washington, Tax Account #031072000000 (the "North Fork Property").
- C. Port Blakely wishes to be granted a permanent, non-exclusive easement over and across the existing road on portions of the North Fork Property (the "North Fork Road"). North Fork wishes to grant such an easement to Port Blakely in exchange for the rights granted herein by Port Blakely.
- D. North Fork wishes to be a permanent, non-exclusive easement over and across the existing road on portions of the Port Blakely Property (the "Port Blakely Road"). Port Blakely wishes to grant such an easement to North Fork in exchange for the rights granted herein by North Fork.

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E. The Port Blakely Road and the North Fork Road are referred to herein as the "Road." As used herein the term "Property" refers to either the Port Blakely Property or the North Fork Property.

#### NOW, THEREFORE, the parties agree as follows:

- 1. The foregoing recitals are true and correct. North Fork hereby grants and conveys to Port Blakely and its successors and assigns, for the benefit of the Port Blakely Property and any adjacent property Port Blakely now owns or may hereafter acquire, a permanent, non-exclusive easement on, over and across the North Fork Road for the purpose of providing ingress and egress to the benefited property for the performance of silvicultural, forestry and other forestry related activities including, but not limited to, timber products hauling and rock and gravel hauling. The North Fork Road is located approximately as shown on the attached Exhibit "A".
- 2. Port Blakely hereby grants and conveys to North Fork and its successors and assigns, for the benefit of the North Fork Property and any adjacent property North Fork now owns or may hereafter acquire, a permanent, non-exclusive easement on, over and across the Port Blakely Road for the purpose of providing ingress and egress to the benefited property for the performance of silvicultural, forestry and other forestry related activities including, but not limited to, timber products hauling and rock and gravel hauling. The Port Blakely Road is located approximately as shown on the attached Exhibit "B".
- 3. Each party reserves for itself and its successors and assigns (i) the right at all times and for any purpose to enter upon, use, cross and recross the Road on its Property, so long as such use does not unreasonably interfere with the rights granted to the other party hereunder, (ii) the right to impose reasonable traffic regulations with respect to the use of the Road on its Property, so long as such regulations to apply to all users of the Road, (iii) the right to temporarily suspend or limit the use of the Road (or segment thereof) on its Property when such party determines that there is a hazardous condition due to an excessive risk of fire, rock slide or flood or damage to the Road (or segment thereof) due to soil conditions or slope stability, so long as such suspension or limitation applies to all users of the Road, and (iv) the right to relocate the Road (or segment thereof) on its Property, so long as (a) it provides the other party with at least sixty (60) days written notice (or if the need to relocate the road is due to an emergency, as much prior written notice as the circumstances permit) specifying the exact location of the proposed relocation, and (b) prior to closing the existing Road (or segment thereof), it reconstructs the Road (or segment thereof) at its sole cost and expense at such new location in as good or better quality and as wide a width as existed at the prior location, so that there is no interruption of the use thereof; provided, that in the event the Road (or segment thereof) is so relocated, the party shall sign and record an amendment to this Agreement showing the new location of such relocated Road (or segment thereof). Each party may install a gate or gates across the Road on its Property so long as it provides a key to such gate to the other party and the placement of the gates does not unreasonably interfere with the rights granted to the other party hereunder.
- 4. Each party hereto reserves to itself all timber now on or hereafter growing within the rights of way on its Property.
- 5. Each party shall comply with all applicable laws, regulations, permits and ordinances in connection with its use of the Road. Each party shall suspend use of the Road during periods of severe weather or adverse roadway conditions, including, without limitation,



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periods when the Road is thawing following a freeze, if use of the Road under such conditions would inordinately damage the Road.

- 6. Each party may permit its respective agents, contractors, subcontractors, consultants, permittees, licensees, and purchasers of timber or other natural resource materials located on its Property (collectively, "Permittees") to exercise the rights granted to it hereunder, provided such Permittees shall likewise be subject to the requirements and conditions imposed by this Agreement in exercising such rights.
- 7. The cost of road maintenance shall be allocated on the basis of respective uses of said Road by a party and its Permittees. When any party or its Permittees uses the Road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use as hereafter provided. During periods when the Road is being used solely by one party or its Permittees, such party shall maintain that portion of said Road used to the standards existing at the time such use is commenced or as thereafter improved. During periods when more than one party or its Permittees is using the Road, or any portion thereof, the party hereto shall meet and establish necessary road maintenance provisions. Such provisions shall include, but shall not be 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 of the Road or the portion thereof being used; and
- (b) A method of payment by which each party shall pay its pro rata share of the cost incurred by said maintainer in maintaining said Road or portion thereof.

For purposes of this Agreement, "maintenance" is the customary grading, minor repair and maintenance work, occasioned by normal and prudent usage of the Road, necessary to preserve and keep the roadway structure (including, without limitation, roadway surface and supporting slopes, cuts and fills) and road facilities (including, without limitation, ditches and culverts) as nearly as possible in their condition as existed when such joint use commenced or as thereafter improved.

- 8. Each party using any portion of the Road shall repair or cause to be repaired at its sole cost and expense that damage to said Road occasioned by it or its Permittees which is in excess of that which would be caused through normal and prudent usage of said Road. Should damage to the Road occur which is not so caused by a party or its Permittees and is not minor damage occasioned by normal and prudent usage of the Road, the party hereto shall meet and agree upon the cost and schedule for necessary repair and replacement, and the share of the repair/replacement cost to be borne by each party. Unless the parties hereto agree in writing to share the costs of road improvements in advance of such improvements being made, such improvements being made shall be solely at the cost of the improving party.
- 9. Before using the Road on the other party's Property, each party and each Permittee of such party shall:
- (a) Obtain and maintain in full force at all times during its use of or operations on the Road hereunder, one or more insurance policies in form acceptable in the trade, insuring the party against all liability for loss or damage for injury to person or property for all roadway use and all operations permitted or performed by such party and its Permittees, employees and equipment (or, if applicable, by such Permittee and its employees and equipment)



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hereunder. Such policy or policies shall include operations, contractual (including, without limitation, the indemnity obligations under Paragraph 10 below), completed operations, owned and nonowned automobiles or trucks, and third party property damage insurance covering claims arising from fires caused by such party and/or its Permittees or employees, assigns, visitors or otherwise, from not taking reasonable measures to prevent fires, or reduce the danger of fire spreading from an additional fire hazard or from permitting the existence of an extreme fire hazard, including, without limitation, claims for statutory fire-fighting costs. All such insurance shall be primary and non-contributing with any insurance which may be carried by the party who owns the Property on which the Road is located, and shall expressly provide that such party, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage sustained by it. Minimum amounts of insurance shall be:

(1) For log haulers, road builders and miscellaneous users operating heavy trucks (over one (1) ton), One Million Dollars (\$1,000,000) for injury to one person, One Million Dollars (\$1,000,000) for any one occurrence, and One Million Dollars (\$1,000,000) property damage for any one occurrence;

(2) For miscellaneous users operating pickup trucks, light trucks (under one (1) ton) or passenger cars, Five Hundred Thousand Dollars (\$500,000) for injury to one person, Five Hundred Thousand Dollars (\$500,000) for any one occurrence, and Five Hundred Thousand Dollars (\$500,000) property damage for any one occurrence; or

(3) Such other limits as the party hereto may agree upon in writing from time to time.

- (b) Deliver to the other party a certificate from the insurer of such party and its Permittees certifying that coverage in not less than the above-named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give the other party ten (10) days' written notice prior to cancellation or modification.
- 10. Each party (the "Indemnifying Party") shall indemnify, defend, and hold the other party harmless from and against any and all liabilities, liens, obligations, claims, damages, penalties, losses and expenses, (including, without limitation, reasonable attorneys' fees) arising from or in connection with (i) the Indemnifying Party's performance (or failure to perform) obligations required of it in this Agreement, or (ii) any lien on the other party's Property created or caused by the Indemnifying Party or its Permittees, employees, or invitees; (iii) the use, repair, maintenance, improvement or replacement of the Road by the Indemnifying Party or its Permittees, employees or invitees, (iv) the negligence or wrongful conduct of the Indemnifying Party or its Permittees, employees or invitees, or (v) claims or suits against the other party or their Property by the employees, invitees, or Permittees of the Indemnifying Party; provided, however, the Indemnifying Party shall have no indemnity obligation hereunder to the extent that any liability or damage is caused by the negligence of the other party or their employees or agents.
- 11. The rights and obligations herein run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the party hereto.
- 12. If a party fails to perform any obligation required of it under this Agreement, the other party may, after giving thirty (30) days written notice to the breaching party specifying the breach, take such action as may be necessary to perform such obligation, all at the sole cost and expense of the breaching party, and the breaching party shall reimburse such other party on



Port Blakely

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demand for such costs and expenses, together with interest at the rate of 12% per annum from the date such costs and expenses are incurred until paid. In addition to any other rights and remedies herein or otherwise available at law or in equity, each party shall have the right to obtain a court decree or order specifically enforcing the provisions of this Agreement. If a lawsuit or other legal proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees incurred in connection with such action, including fees and costs incurred in review and in trial or appeal preparation in both trial and appellate courts, or fees incurred without suit, and expense of any title searches, and all court costs.

- 13. In the event that this Agreement or any obligation owing hereunder is referred to an attorney for enforcement, the defaulting party agrees to pay the non-defaulting party's (or in the event of a court action, the prevailing party's) reasonable attorneys' fees, including fees incurred in both trial and appeal preparation, and in both trial and appellate courts, any fees incurred without suit, the expense of any title searches, and all court costs.
- 14. This Agreement represents the entire agreement of the parties on the subject matter. This Agreement shall be governed by the laws of the State of Washington. This Agreement and the easements created hereby and covenants contained herein shall not be modified or amended except by written instrument signed by the parties hereto and recorded in the real property records where the Property is located.
- 15. Any notice required to be given under the provisions of this Agreement shall be in writing and mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to the respective party at its address set forth on the signature page of this Agreement or at such other address as a party specifies by 30 days written notice to the other party. Notice under this Agreement may also be given by personal delivery to a party.
- 16. Each party shall be solely responsible for obtaining and complying with the requirements of all permits, approvals, licenses, certificates and consents required with respect to its use of the Road. Each party shall be solely responsible for all liabilities, damages and defects arising from the condition of the Roads on its Property existing on the date of this Agreement, except to the extent any such liability, damage or defect is caused by an act or omission of the other party or their Permittees, employees or invitees.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate, as of the day and year first above written.

PORT BLAKELY TREE FARMS

Title Sc V-P

Address:

8133 River Drive SE Tumwater, WA 98501 NORTH FORK TAMBER

Title Porce

Address:

P.O. Box 35

Centralia, WA 98531



My appointment expires / August 21, 2007

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STATE OF WASHINGTON )	
COUNTY OF <u>Thurslen</u> ) ss.	
State of Washington, personally appeared _	, 2005, before me, a Notary Public in and for the
this instrument; on oath stated that he was a	of satisfactory evidence) to be the person who signed authorized to execute this instrument as
Sewar Vice President	of Port Blakely Tree Farms (Limited hip, and acknowledged instrument to be the true and
IN WITNESS WHEREOF, I have he	ereunto set my hand and official seal the day and year
first above written.	Service and the service and any and year
	Michelle R. Bunzli
Minimum.	Michelle R. Burnzli' (Print Name)
The timent Estate of the Sugar	(1 line Name)
A S Motaly	NOTARY PUBLIC in and for the State of Washington, residing
O, Nous 21 Post	at Thurston County
We of Machine	My appointment expires  August 21, 2007



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STATE OF WASHINGTON )	
COUNTY OF Servis	SS.
to me (or proved to me on the basis of satisfac instrument; on oath stated that he was authorized for the stated for	, 2005, before me, a Notary Public in and for the Goldon Pogologo, personally known tory evidence) to be the person who signed this sed to execute the instrument as a Fork Timber Company, a and acknowledged said instrument to be the free and for the uses and
IN WITNESS WHEREOF, I have here first above written.	unto set my hand and official seal the day and year
	Narma Donnesson
	(Print Name)
	NOTARY PUBLIC in and for the
	State of Washington, residing
	at <u>Yelso</u> , WA My appointment expires
	6-22-06



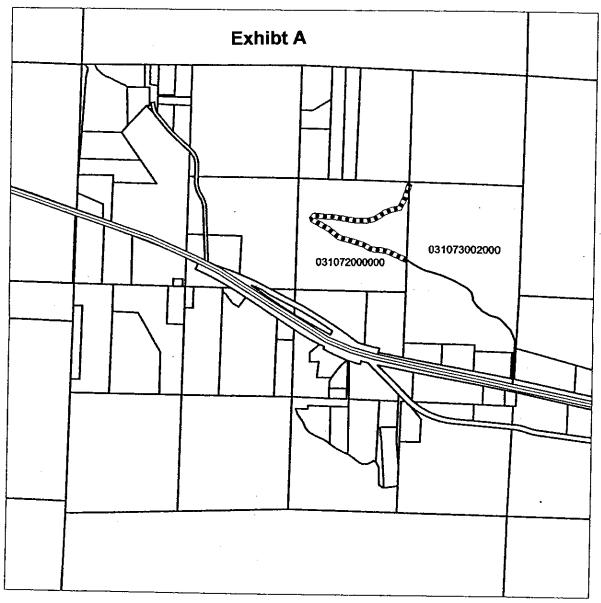
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### PORT BLAKELY TREE FARMS L.P.

Washington Division

Township 12N Range 06E Section 10



Map compiled by: OEM

Date: 8/24/2005

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easement segment



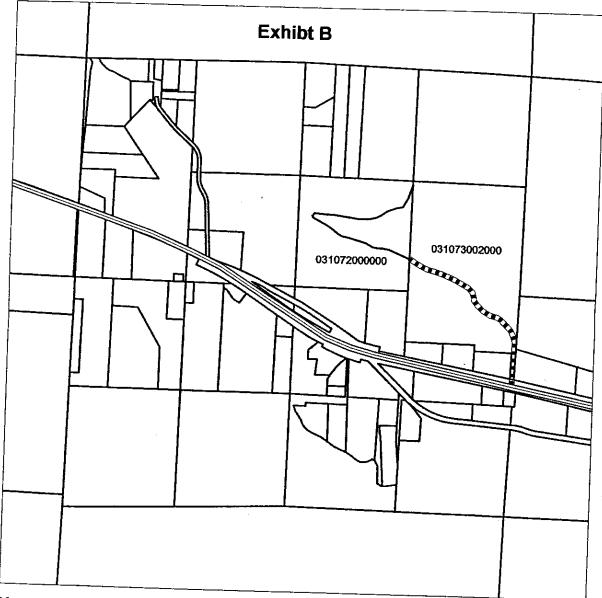
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# PORT BLAKELY TREE FARMS L.P.

Washington Division

Township 12N Range 06E Section 10



Map compiled by: OEM

Date: 8/24/2005

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