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EASEMENT EXCHANGE

Jed Deer
P.O. Box 1236
Bellingham Wa.
98227

THIS AGREEMENT, made and entered into this 27th day of August 1984, by and between GEORGIA-PACIFIC CORPORATION, a Georgia corporation, hereinafter called "Georgia-Pacific", and SCOTT PAPER COMPANY, a Pennsylvania corporation, hereinafter called "Scott", WITNESSETH:

I.

(A) Georgia-Pacific hereby grants and conveys to Scott, its successors and assigns, a permanent non-exclusive sixty (60) foot easement upon, over and along rights-of-way across the following described lands now owned or controlled by Georgia-Pacific in Jefferson County, Washington.

Southwest Quarter (SW1/4) of Section 11, Township 27 North, Range 2 West, W.M.; and North Half of the Northeast Quarter of the Northwest Quarter (N1/2 NE1/4 NW1/4) of Section 14, Township 27 North, Range 2 West, W.M.

being thirty (30) feet on each side of the centerline of a road or roads located approximately as shown in red on the attached EXHIBIT A, subject as to said lands to all matters of public record.

(B) Scott hereby grants and conveys to Georgia-Pacific, its successors and assigns, a permanent non-exclusive easement upon, over and along rights of-way sixty (60) feet in width over and across the following described lands in Skagit County, Washington:

Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) in Section 11, Township 33 North, Range 5 East, W.M.; portion of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4); South Half of the Northwest Quarter (S1/2 NW1/4) in Section 33, Township 35 North, Range 6 East, W.M., being thirty (30) feet on each side of the centerline of a road or roads located approximately at shown in blue on the attached EXHIBIT B, subject as to said lands to all matters of public record.

II.

The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. This easement is conveyed for the purposes of construction, reconstruction, use and maintenance of a road or roads for the purpose of providing access to and from lands now owned or hereafter acquired by the parties hereto.
2. Each party reserves for itself, its successors and assigns, the right at all times for any purpose, to cross and recross at any place on grade or otherwise, and to use said rights-of-way on land owned by it in a manner that will not unreasonably interfere with the rights granted to the other party hereunder.
3. Each party may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted to the other party hereunder.

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4. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced.

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

5. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.
6. Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.
7. Each party reserves to itself all timber now on or hereafter growing within the rights-of-way on its said lands.
8. Each party may permit its respective contractors, licensees, purchasers of timber of other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.
9. Each party shall require each of its Permittees, before using any of said roads on the lands of the other party hereto, to:
- (a) obtain and, during the term of such use, maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said rights-of-way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:
 - (1) For log haulers and other miscellaneous users operating heavy trucks [over one (1) ton], Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person; Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence; and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence.

- (2) For fern cutters, bough cutters, shake cutters, or other miscellaneous users operating pickup trucks, light trucks [under one (1) ton] or passenger cars for the purpose of transporting miscellaneous forest products, One Hundred Thousand Dollars (\$100,000.00) for injury to one person; Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence; and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or
- (3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) deliver to each party a certificate from the insurer of said Permittee 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 each party ten (10) days' written notice prior to any cancellation or modification.

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

GEORGIA PACIFIC CORPORATION
 By: [Signature]
 Vice President
 Attest: [Signature]
 Assistant Secretary

SCOTT PAPER COMPANY
 By: [Signature]
 VICE PRESIDENT
 Attest: [Signature]
 Assistant Secretary

RECORDED
 REQUEST OF
 '84 SEP 28 P 2:07
 JERRY MEINTURFF

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

On this 27th day of August, 1984, before me personally appeared Dewey Mobley and William Craig, to me known to be the Vice President and Assistant Secretary respectively of Georgia-Pacific Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Nancy L. Thomas
Notary Public in and for the State of
Oregon, residing
at Portland.
My commission expires 11/1/84

STATE OF WASHINGTON)
) ss.
COUNTY OF Snohomish)

On this 4th day of SEPTEMBER, 1984, before me personally appeared THOMAS C. GIBBELL and ALBERT W. GIBBELL to me known to be the DIVISION VICE PRESIDENT and ASSISTANT SECRETARY respectively of SCOTT PAPER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the state of
Washington, residing
at Seattle

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GEORGIA-PACIFIC CORPORATION

BELLINGHAM DIVISION
JEFFERSON COUNTY

ROAD EASEMENT OPERATION

SEC. 11 & 14

T. 27N

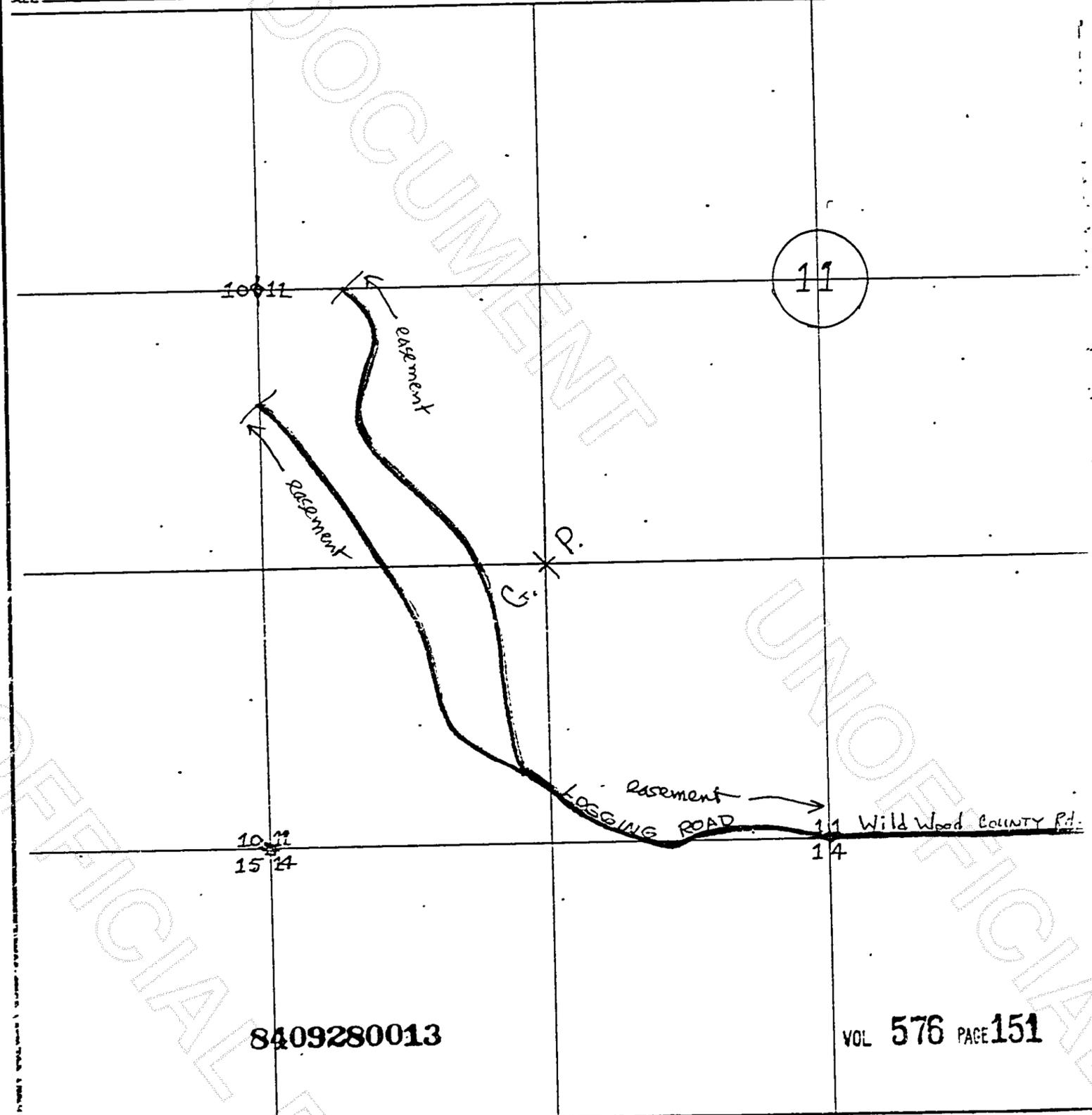
R. 2W



Exhibit "A"

SCALE 1"=600'

DATE 8-84



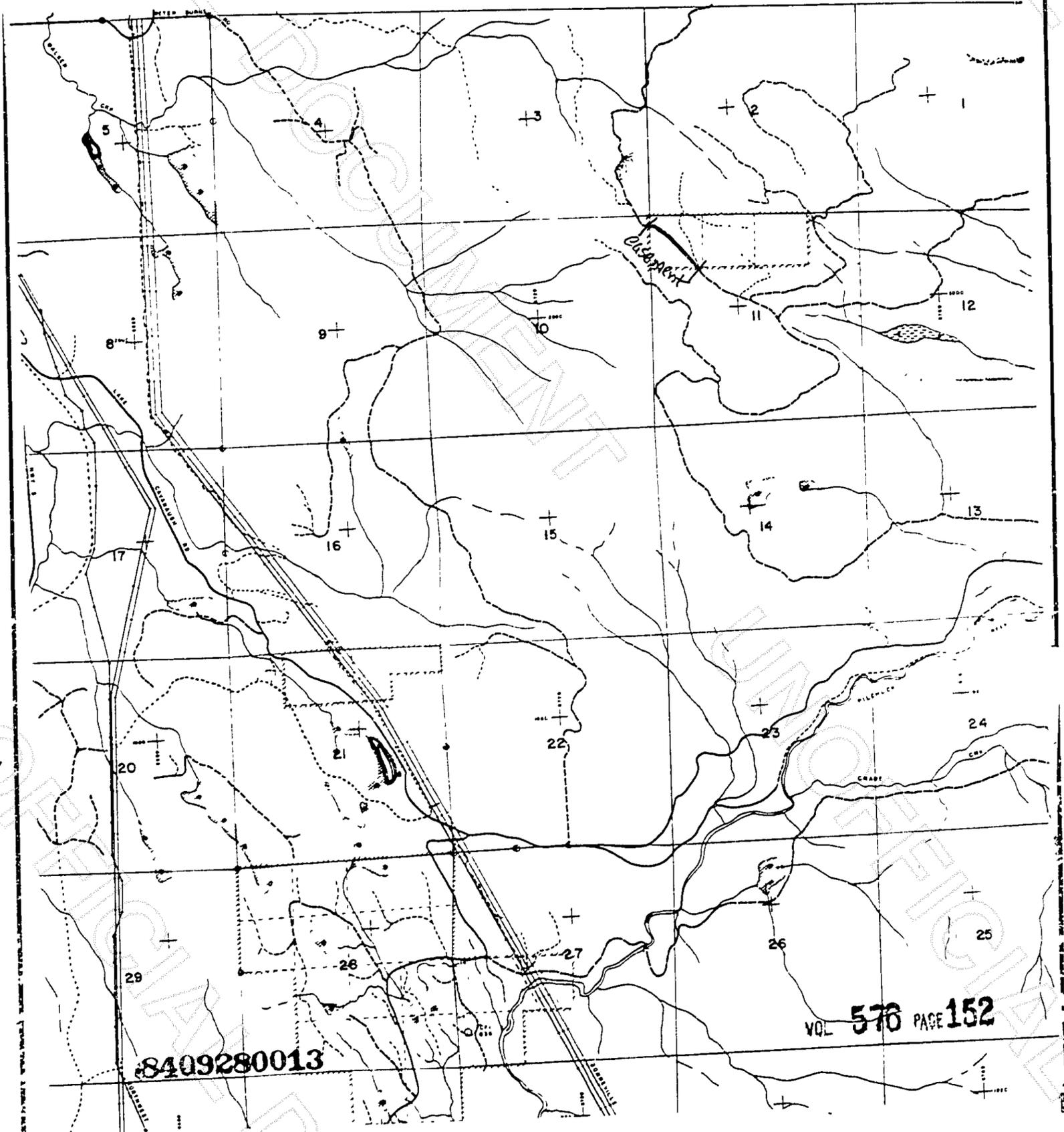
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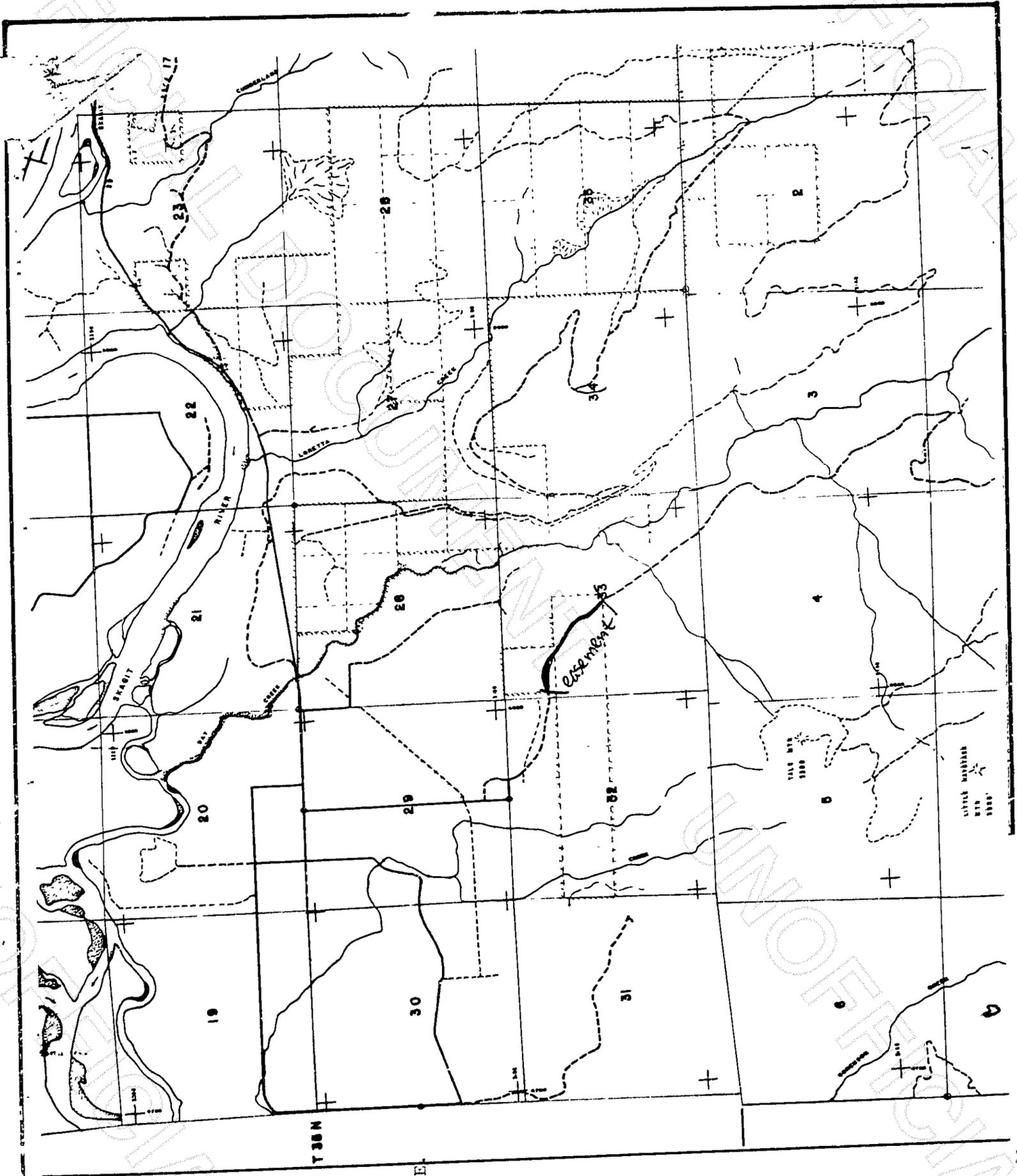
T.33N., R.5E. Exhibit "B"

R 5 E



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T. 35N. -R. 6E.

Exhibit "B"

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