

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR

First American Title
200 S.W. Market St, Ste 1776
Portland, OR 97201-5786
Attn: Anne Lovelace

SPECIAL WARRANTY DEED

94 JUL 15 P3:39

R.E. No. SA29-GT5

RECORDED... FILED...
REQUEST OF...

42485

FIRST AMERICAN TITLE #9407150142

THIS INDENTURE, made this 14th day of July, A.D., 1994, between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal place of business in Boston, in the County of Suffolk, and Commonwealth of Massachusetts, (Grantor), and LONGVIEW FIBRE COMPANY, a Washington Corporation, (Grantee),

WITNESSETH, That the Grantor, for the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following land and improvements thereon, (Premises), situated in the County of Skagit, and State of Washington, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

The Premises described hereunder are hereby conveyed "as is," by the tract and not by the acre, the acreage not being guaranteed by the Grantor, and are also conveyed subject to the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations; roadways, rights of way, easements; any contracts purporting to limit or regulate the use, occupancy or enjoyment of said Premises; and any matters which could be disclosed by an accurate, current survey or inspection of said Premises.

TO HAVE AND TO HOLD the above-described Premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever.

And Grantor does hereby warrant and forever defend all and singular the said Premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under it, except as aforesaid, but against none other.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Donald A. Morway, one of its Assistant Treasurers, on the day and year first-above written.

Signed, sealed and delivered in the presence of: JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

Marie L. DeAndrade
Marie L. DeAndrade

Marie L. DeAndrade

Deborah Givens
Deborah Givens

Deborah Givens

Donald A. Morway
Donald A. Morway, Assistant Treasurer

3525
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

JUL 15 1994

Amount Paid \$ 192,397.50
Skagit County Treasurer
By: *Jr* Deputy

THE COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 14th day of July, 1994, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Donald A. Morway to me personally known, who by me duly sworn, did say that he is an Assistant Treasurer of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and as the free act and deed of said corporation.

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

Marie C. O'Brien
Marie C. O'Brien,

My commission expires:
August 9, 1996

Notary Public in and for said Commonwealth of Massachusetts

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At a meeting of the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY held March 8, 1993, a quorum being present it was

VOTED: The following officers of the Company (a) the Chairman of the Board, the President, the Vice Chairman of the Board, the Chief Financial Officer, the General Counsel, any Senior Executive Vice President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Executive Managing Director, the Treasurer, any Assistant Treasurer, or any Treasury Officer, (b) any Senior Investment Officer, any Investment Officer, any Assistant Investment Officer or any other officer of the Agricultural Investment Department or the Bond and Corporate Finance Department holding a title of equivalent rank or (c) any Senior Mortgage Investment Officer, any Mortgage Investment Officer or any other officer of the Mortgage Investment Department holding a title of equivalent rank or any one of them are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any investment, sale or loan authorized by the Committee of Finance.

I hereby certify that the above is a true copy of a vote passed March 8, 1993, by the Board of Directors of JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY; that the same still remains in force, and that Donald A. Morway is an Assistant Treasurer of the Company, this 14th day of July, 1994.



Barry P. Sanborn
Barry P. Sanborn, Assistant Secretary

This instrument was prepared by:

[Signature]
JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
John Hancock Pl., P.O. Box 111, Boston, MA 02117

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL 18-A:

Government Lots 2, 7, 8, 9 and 10 and the Southeast 1/4 Section 1, Township 34 North, Range 6 East, W.M.

PARCELS 18-J and 18-K:

The South 1/2 of the Northeast 1/4, Section 10, Township 34 North, Range 6 East, W.M., EXCEPT that portion thereof lying Westerly of Day Creek as the same presently exists.

PARCEL 18-L:

The Northeast 1/4; the Northwest 1/4; and the Southeast 1/4; Section 11, Township 34 North, Range 6 East, W.M.

PARCEL 18-M:

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

PARCEL 18-N:

All of Section 13, Township 34 North, Range 6 East, W.M.

PARCEL 18-O:

The Northeast 1/4 of Section 14, Township 34 North, Range 6 East, W.M.

PARCELS 18-U and 18-V:

All of Section 23, Township 34 North, Range 6 East, W.M., EXCEPT from all of the above, that portion thereof lying Westerly of Day Creek as the same presently exists.

PARCELS 18-W and 18-X:

The Northeast 1/4; the Northwest 1/4; and the Southwest 1/4, Section 24, Township 34 North, Range 6 East, W.M., EXCEPTING from all of the above, that portion thereof lying Westerly of Day Creek as the same presently exists.

PARCELS 18-Y and 18-Z:

All of Section 25, EXCEPT that portion lying within the bed of Day Lake, Township 34 North, Range 6 East, W.M.

PARCELS 19-C and 19-D:

All of Section 30, EXCEPT that portion lying within the bed of Day Lake, Township 34 North, Range 7 East, W.M.

PARCEL 19-E:

Government Lots 1, 2, 3, 4, 5, 6, 7 and 8; the Southeast 1/4 of the Northwest 1/4; the Northeast 1/4 of the Southwest 1/4; the Southwest 1/4 of the Northeast 1/4; the East 1/2 of the Northeast 1/4; and the North 1/2 of the Southeast 1/4, Section 31, EXCEPT any portion thereof lying within the bed of Day Lake, Township 34 North, Range 7 East, W.M., SUEJECT TO that certain reservation of all coal contained in patent to and deed from Northern Pacific Railway Company affecting Lots 3, 4, 5 and 6.

PARCEL 19-F:

The South 1/2 of the Northwest 1/4; the South 1/2 of the Northeast 1/4; and the Northeast 1/4 of the Northeast 1/4, Section 32, Township 34 North, Range 7 East, W.M.

EXCEPTING and reserving in Grantor hereof, its successors and assigns, a permanent, assignable, non-exclusive access easement for the purposes of construction, reconstruction, use by pedestrian and vehicular traffic, including but not limited to specialized logging equipment, logging trucks or other equipment used for growing, harvesting, or managing timber, and maintenance of roads for forestland and natural resource management, sixty (60) feet in width, over and across existing roadways delineated on the maps annexed hereto as hereinafter identified and referenced and made a part hereof the following portions of the above-described Premises:

TOWNSHIP 34 NORTH, RANGE 6 EAST, W.M.

Section 1: Lots 8 and 9, E1/2 SE1/4 as shown on Exhibit "G"

Section 25: Lots 1, 2, 3 and 5, NW1/4 NE1/4, N1/2 NW1/4, SW1/4 NW1/4, as shown on Exhibit "E"

TOWNSHIP 34 NORTH, RANGE 7 EAST, W.M.

Section 30: Lots 3, 4 and 5, SE1/4 SE1/4, as shown on Exhibit "F"

Section 31: Lot 1, NE1/4 NE1/4, as shown on Exhibit "C"

Section 32: S1/2 NW1/4, as shown on Exhibit "D"

BEING a portion of the Premises conveyed to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY by Deed dated December 19, 1990, recorded in the Office of the Auditor for the County of Skagit, State of Washington, under Auditor's File No. 9101150014, in Vol. 952, Page 362.

IT BEING UNDERSTOOD AND AGREED by acceptance of this deed by Grantee, that:

1. GRANTEE shall have, the right at all times for any purpose, to cross and recross said roads at any place on grade or otherwise, and to use the easement area in a manner that will not unreasonably interfere with the rights reserved by the GRANTOR herein.
2. GRANTOR may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided such use shall not unreasonably interfere with the rights vested in the GRANTEE under this deed.
3. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of each road. 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 such road so used to the standards existing at the time use is commenced. During periods when more than one party is using a road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provision 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 and resurfacing of the road or the portion thereof being used; and
 - B. A method of payment by which each party, using such road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing such road or portion thereof.

For the purposes hereof, *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.

4. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to such road occasioned by it which is in excess of that which it would cause through normal and prudent usage of such road. Should inordinate damage to a road occur which is not caused by an authorized user of such 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 such road. GRANTOR shall obey and comply with any laws and regulations concerning all roads and exercise proper and prudent caution and care in the use thereof.

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5. Unless GRANTOR and GRANTEE 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.
6. GRANTOR and each of its Permittees, before using any road for commercial purposes, shall obtain and, during the term of such use, maintain a policy of liability insurance in form, substance and amount as is customary in the industry insuring against liability arising out of Grantor's operations, including use of vehicles.
7. If for a period of ten (10) years GRANTOR shall cease to use or preserve any road or any portion thereof for prospective future use, the Easement so reserved shall alone automatically terminate without notice and GRANTOR and its successors and assigns shall, at GRANTEE's option, quitclaim to GRANTEE, in form and substance satisfactory to GRANTEE, all of GRANTOR's right, title and interest as is reserved herein.

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JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: Section 31, Township 34 N, Range 7 E, W.M.

MAP DATE: July 11, 1994

Scale: 1" = 1,000'

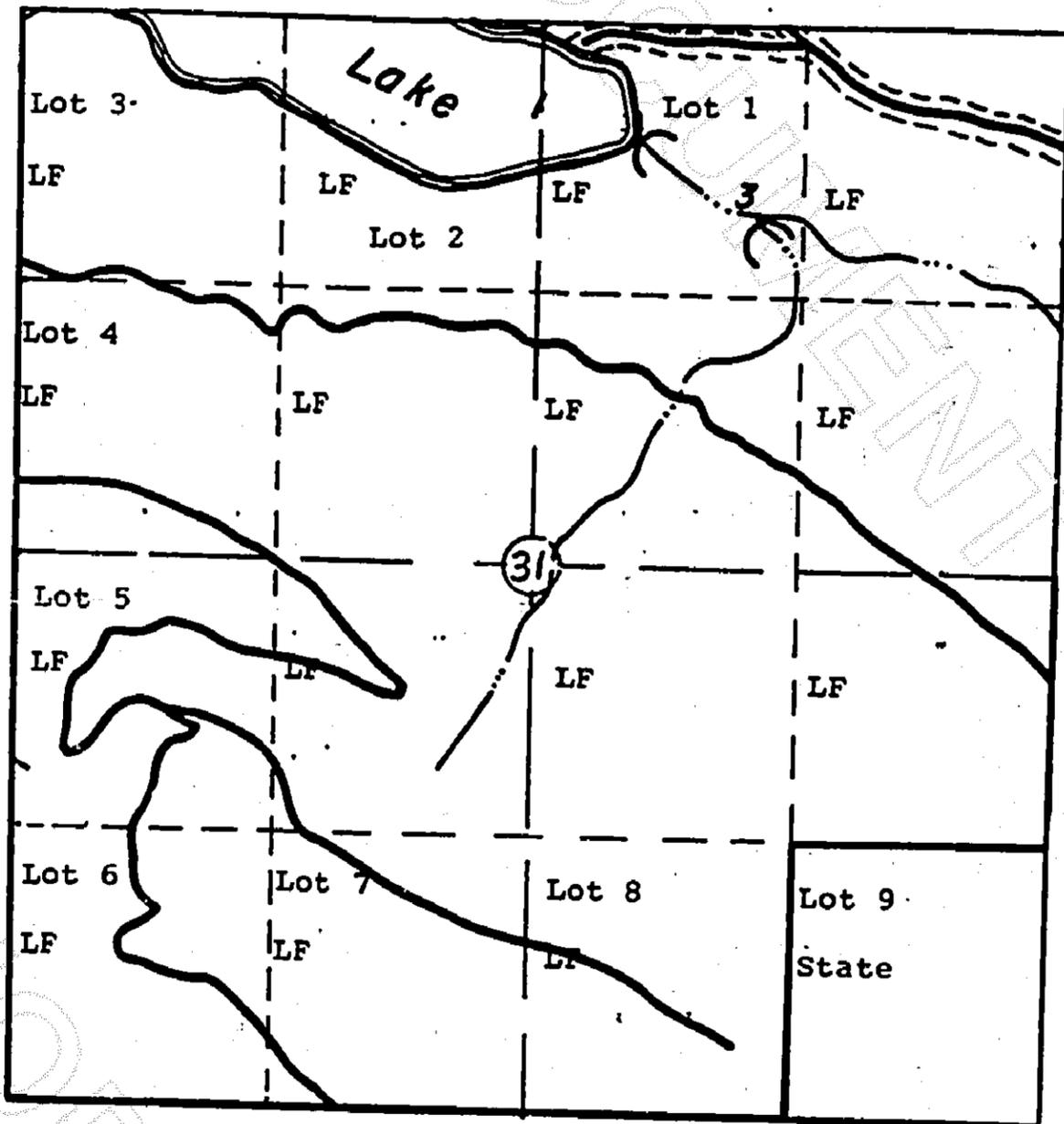


EXHIBIT C

Existing forest road. 

Existing forest road with 60' wide non-exclusive easement retained by John Hancock Mutual Life Insurance Company. 

Longview Fibre ownership, L.F.
State of Washington ownership, State

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JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: Section 32, Township 34 N, Range 7 E, W.M.

MAP DATE: July 11, 1994

Scale: 1" = 1,000'

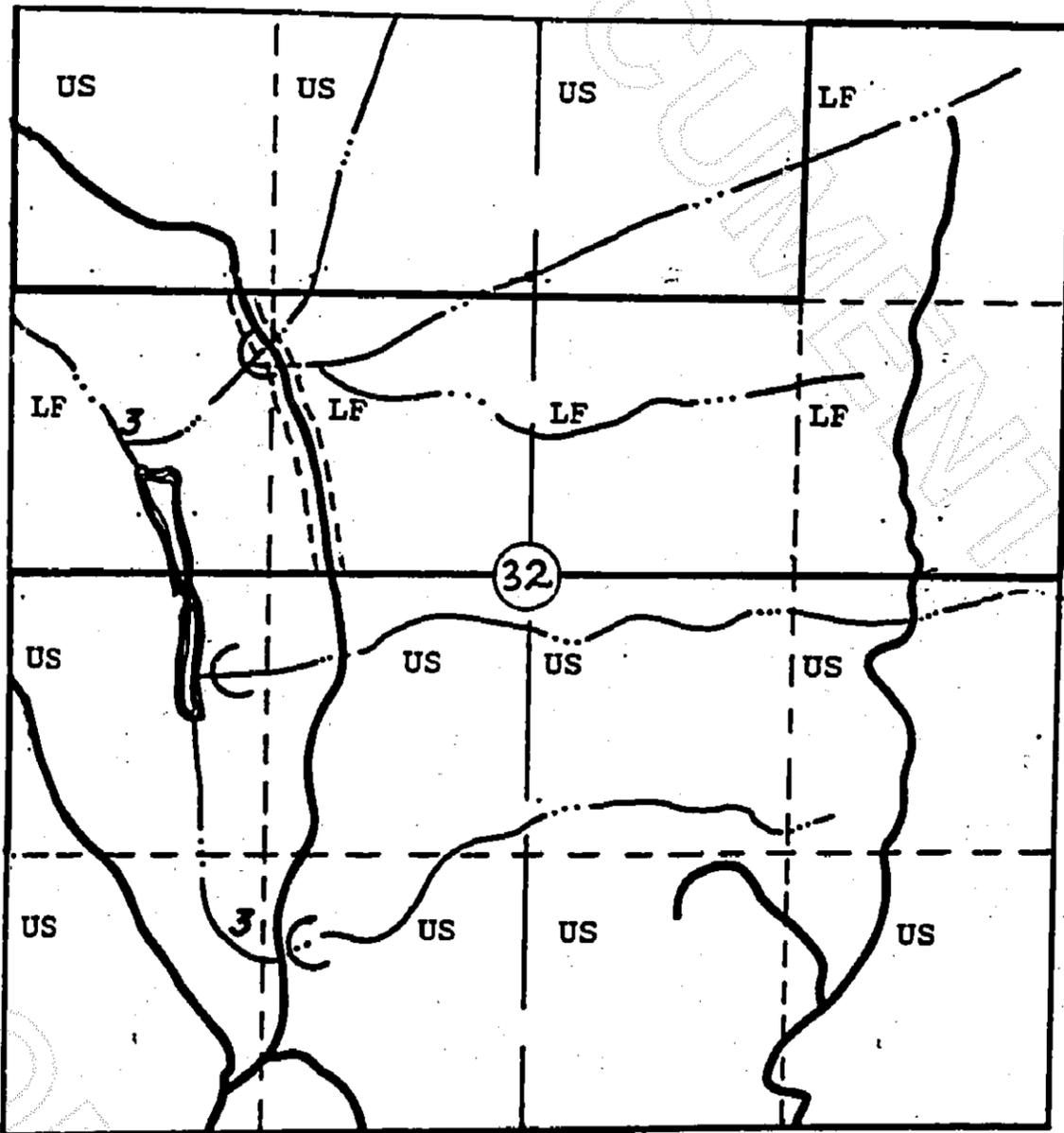


EXHIBIT D

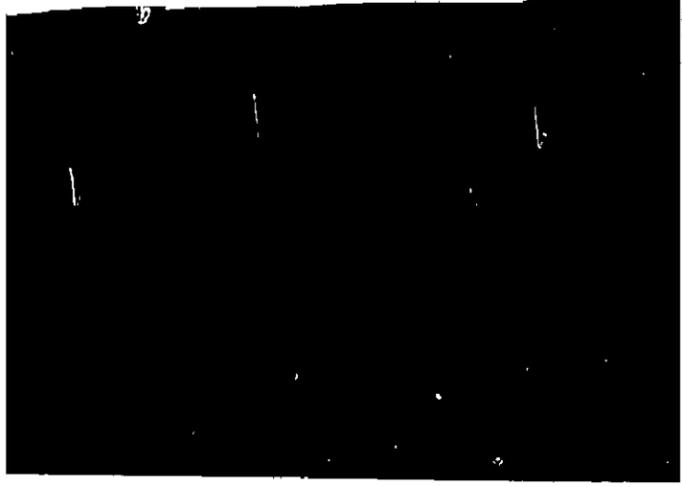
Existing forest road. 

Existing forest road with 60' wide non-exclusive easement retained by John Hancock Mutual Life Insurance Company. 

United States ownership, U.S.
Longview Fibre, L.F.

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JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: Section 25, Township 34 N, Range 6 E, W.M.

MAP DATE: July 11, 1994

Scale: 1" = 1,000'

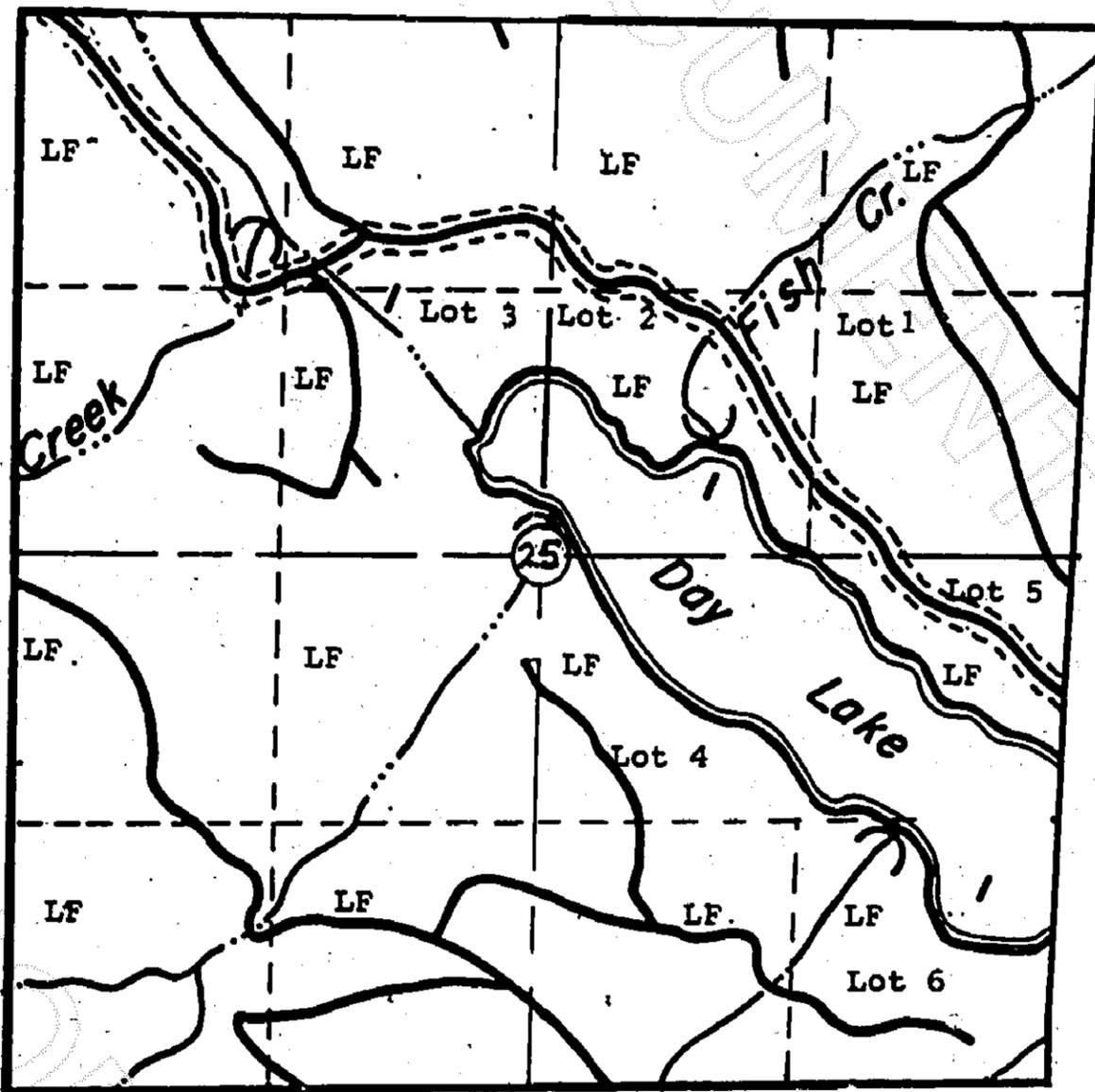


EXHIBIT E

Existing forest road. 

Existing forest road with 60' wide non-exclusive easement retained by John Hancock Mutual Life Insurance Company. 

Longview Fibre ownership, L.F.

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JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: Section 30, Township 34 N, Range 7 E, W.M.

MAP DATE: July 11, 1994

Scale: 1" = 1,000'

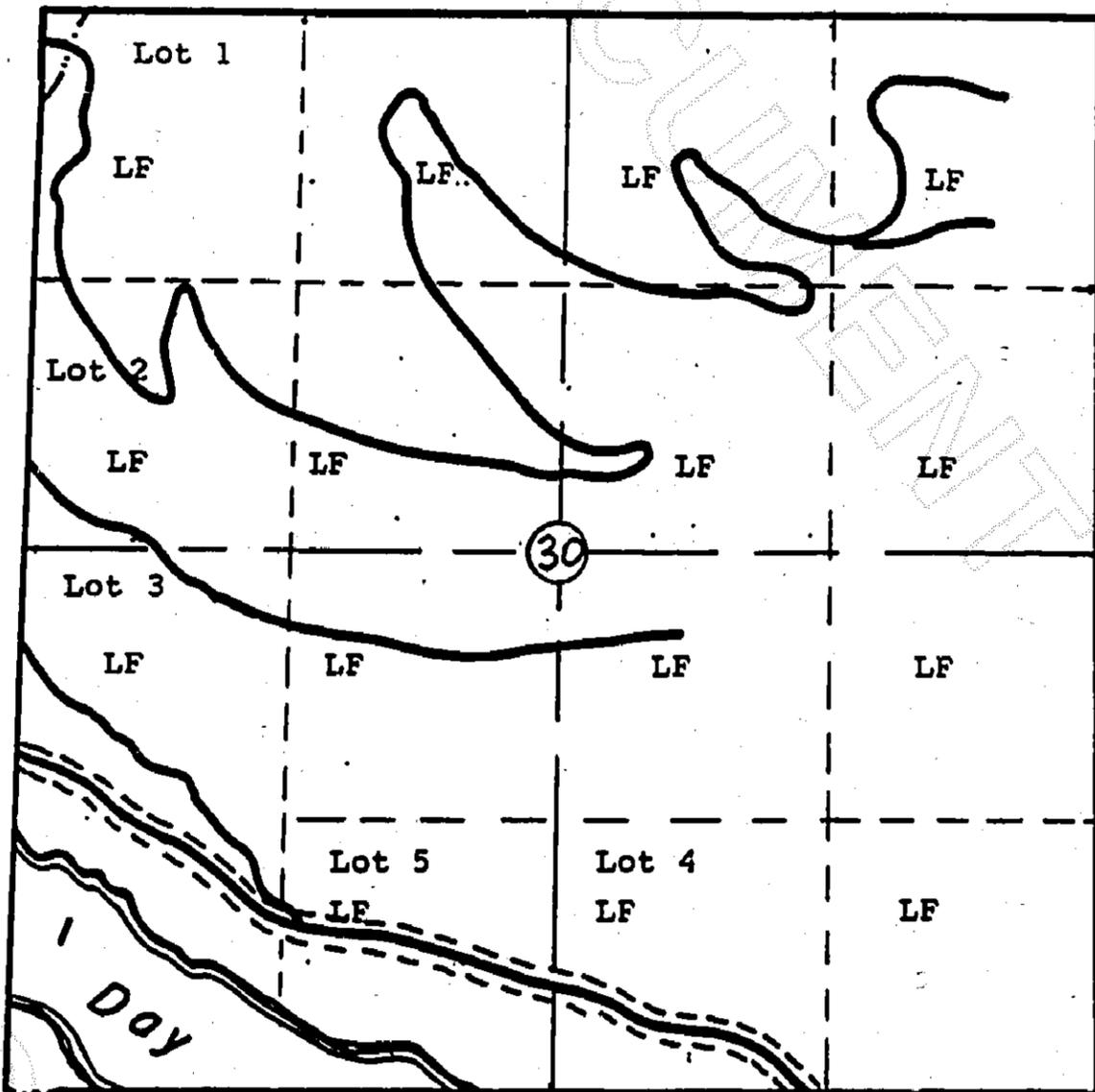


EXHIBIT F

Existing forest road. 

Existing forest road with 60' wide non-exclusive easement retained by John Hancock Mutual Life Insurance Company. 

Longview Fibre ownership, L.F.

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JOHN HANCOCK LIFE INSURANCE CO.

EXHIBIT MAP

COUNTY: Skagit

LEGAL DESCR.: Section 1, Township 34 N. Range 6 E. W.M.

MAP DATE: July 12, 1994

Scale: 1" = 1,000'

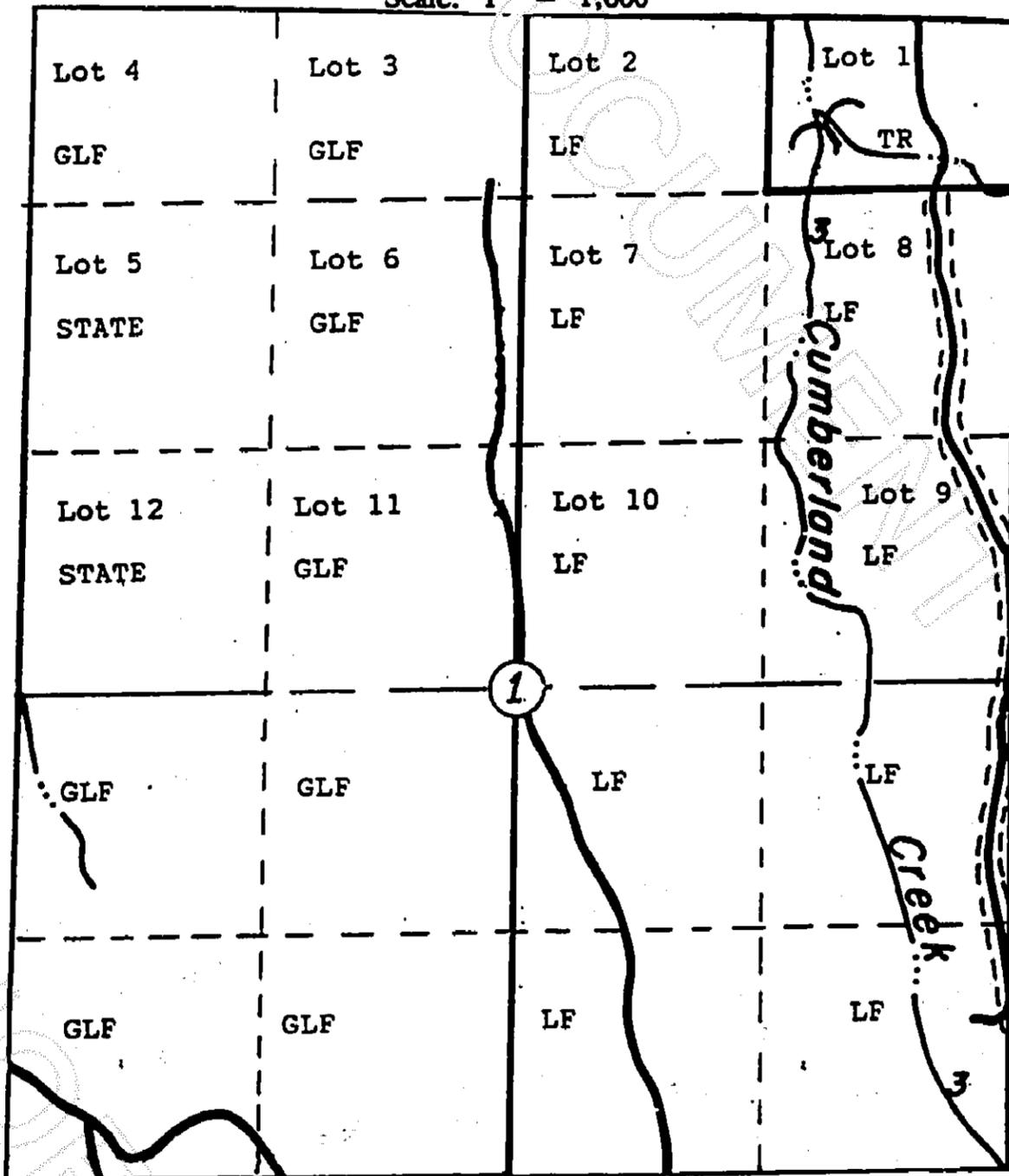


EXHIBIT G

Existing forest road. 

Existing forest road with 60' wide non-exclusive easement retained by John Hancock Mutual Life Insurance Company. 

Longview Fibre ownership, L.F.
State of Washington ownership, State
Grandy Lake Forest ownership, GLF
Terry Russell ownership, TR

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