

When recorded return to:

Kathi Ray

Department of Natural Resources

919 North Township St.

Sedro-Woolley, WA 98284



200307140179

Skagit County Auditor

7/14/2003 Page

1 of

23 11:43AM

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

EASEMENT EXCHANGE

Grantor(s): Crown Pacific Limited Partnership

Grantee(s): State of Washington, Department of Natural Resources

Legal Description: Ptns of S12; all of S13; & NE $\frac{1}{4}$ NE $\frac{1}{4}$ of S14; all in T39N, R6E.

Gov. Lot 1, S1-T35N-5E; all of S4-T35N-5E; Gov. Lots 2-4, and N $\frac{1}{2}$ of SE $\frac{1}{4}$, S6-T35N-6E; all of S29-T36N-5E; a ptn of SE $\frac{1}{4}$, S30-T36N-R5E; all of S19, S20 & S29-T36N-R6E; Gov. Lots 3, 4, 5, 7, 8, a ptn of NW $\frac{1}{4}$ of SW $\frac{1}{4}$; and of N $\frac{1}{2}$ of SE $\frac{1}{4}$, S21-T36N-R6E.

Assessor's Property Tax Parcel or Account Number: 390612 068317 0000, 390612 290237 0000, 390612 260272 0000, 390613 454460 0000, 390614 459463 0000, P38428, P38465, P40771, P40772, P40773, P40781, P40782, P51098, P51118, P51281, P51283, P51291, P51315.

Grantor(s): State of Washington, Department of Natural Resources

Grantee(s): Crown Pacific Limited Partnership

Legal Description: N $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$, S11-T39N-R6E; S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S6-T35N-6E; S $\frac{1}{2}$, S26, SE $\frac{1}{4}$, S27, all in T36N-R7E.

Assessor's Property Tax Parcel or Account Number: 390611 282158 0000, P40777, P51377, P51380.

Easement No. 55-074859, 50-074860

This Agreement is between CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware Limited Partnership herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of June 20, 2003 "Effective Date."

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

3438

JUL 14 2003

Amount Paid \$ 1,430¹⁶
Skagit Co. Treasurer

By  Deputy Page 1 of 23

Easement No. 55-074859 & 50-074860

Consideration.

In exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

In addition to the conveyance of easements, State shall pay ONE HUNDRED SEVENTY-FOUR THOUSAND, SEVEN HUNDRED SEVENTY-SIX and NO /100 (\$174,776.00) in U.S. currency to Exchanger prior to or concurrent with executing this Agreement.

Conveyances.

A. To State. Exchanger hereby grants, conveys, and warrants to State, its successors and assigns, a permanent, non-exclusive easement over parcels of land in Whatcom and Skagit Counties legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of the center line of roads located or to be constructed approximately as shown on Exhibit B (hereafter Easement Area or Road).

B. To Exchanger. State hereby grants and conveys, to Exchanger, its successors and assigns, a permanent, non-exclusive easement over parcels of land in Whatcom and Skagit Counties legally described as set forth in Exhibit A, said easement to be sixty (60) feet in width running thirty (30) feet on each side of the center line of roads located approximately as shown on Exhibit B (hereafter Easement Area or Road).

Purpose. The easements are conveyed to provide ingress and egress to and from lands owned or hereafter acquired by each party for resource management and administrative activities, including, but not limited to, hauling timber products, valuable materials such as sand, gravel, stone and minerals, special forest products such as tree boughs and brush; performing management activities associated with forestlands, such as reforestation, routine ongoing inventory and stocking control; leasing and managing communication, grazing and agricultural sites; and leasing for resource activities consistent with county zoning and other terms and conditions included in this easement. Authorized use shall include the right to travel, maintain, repair, construct or reconstruct each respective Easement Area subject to the restrictions set forth hereafter. No rights of public access are granted by either party under this Agreement.

Nature of Estate. These easements shall be deemed appurtenant to real property located in Whatcom and Skagit Counties legally described as set forth in Exhibit C (hereafter Benefited Parcels); *Provided*, however, that either party may add after acquired property to the easement area, subject to agreement between the parties pertaining to re-allocation of easement costs pertaining to such after acquired property.

Reservations. Each fee owner reserves all rights incident to fee ownership of the Easement Area on their respective lands and the profits thereon (including timber) and the right of use for any purpose including but not limited to the right to remove profits within the Easement Area on its land; the right at all times to cross and re-cross the Easement Area at any place on grade or



otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as it does not unreasonably interfere with the rights granted herein. Each fee owner may grant to third parties any and all rights reserved on its land.

Timber or other profits of the land may be removed by the easement holder where reasonably necessary to use the easement area, but the fee owner shall be entitled to the market value of the material removed. Each fee owner reserves the right to relocate the Easement Area on its own land. If the fee owner relocates the Easement Area on its sole initiative, the fee owner shall construct the relocated Easement Area to the standards existing at the time of relocation at its sole expense.

Compliance With Laws. For all activities conducted pursuant to this Agreement, each party shall, at its own expense, comply with all applicable laws.

Export Restrictions. Any export restricted timber originating from state land under this Agreement shall not be exported until processed. Exchanger shall comply with all applicable requirements of WAC 240-15-015 (relating to the prohibitions on export and substitution), WAC 240-15-025 (relating to reporting requirements), and WAC 240-15-030 (relating to enforcement). All export restricted timber from state lands shall be painted and branded in compliance with WAC 240-15-030(2). If Exchanger knowingly violates any of the prohibitions in WAC 240-15-015, Exchanger shall be barred from bidding on or purchasing export restricted timber as provided. Exchanger shall comply with the Export Administration Act of 1979 (50 U.S.C. App. Subsection 2406(i)) which prohibits the export of unprocessed western cedar logs harvested from state lands.

Permittees. Each easement holder may permit its respective employees, agents, contractors, licensees, lessees, purchasers of timber or other profits and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to the easement holder herein. Acts or omissions of the Permittees operating under this Agreement shall be deemed an act of the easement holder. Restrictions or requirements placed on the easement holder herein shall apply equally to the Permittees.

Maintenance. Maintenance is defined as work normally necessary to preserve and keep the Roads in their present condition or as hereafter improved. At a minimum, the Roads will be maintained to meet applicable forest practice standards set forth in Chapter 222-24 WAC as now written or hereafter amended.

When a Road is being used solely by one party, that party shall be solely responsible for maintaining that portion of the Road so used to the standards existing at the time sole use is commenced. During periods when either party and/or other parties with an easement or license jointly use the Road(s), or any portion thereof, the cost of maintenance and resurfacing shall be allocated among such users on the basis of their respective use including that of their Permittees.



During periods of joint maintenance, the users shall meet at times to be set by mutual agreement and establish necessary maintenance provisions. Such provisions shall include, but not be limited to the following:

- (1) The appointment of a maintainer, which may be one of the parties or any third party, to perform or contract the maintenance;
- (2) The extent of resurfacing necessary to keep the Road safe and to reduce environmental impacts; and
- (3) A method of payment by which each party using the Road or a portion thereof shall pay its pro rata share of the cost of maintenance and resurfacing.

Repairs. Each party shall repair, or cause to be repaired at its sole cost, that damage to the Road arising out of the easement holder's use, which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. The easement holder will not make improvements to the Easement Area without prior written consent of the fee owner, which shall not be unreasonably withheld. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver. Any improvements to the Easement Area shall become the property of the fee owner unless otherwise agreed in writing.

Compliance with Habitat Conservation Plan. The Easement Area is located within an area that is subject to the State's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. PRT-812521 as supplemented by Permit No. 1168 (collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Exchanger and all Permittees acting under Exchanger shall comply with the terms and conditions set forth in Exhibit D while operating on the Easement Area located on state owned land.

Construction/Operation Plan(s). Pre-Construction. Thirty (30) days prior to any construction or reconstruction of (a) Road(s) by an easement holder on lands of the fee owner, the easement holder will submit a written plan of construction to the fee owner outlining the construction or activity for approval, which shall not be unreasonably withheld. All construction and reconstruction shall comply with applicable state or local laws. In the event of an emergency that requires immediate action to protect person or property, an easement holder may take reasonable corrective action without prior notice to the fee owner.

Weed Control on State's Easement Area. All methods of chemical weed control on State Land shall be approved in writing by State prior to beginning such activities. No aerial spraying is permitted on State land without prior approval by State.



Waste. An easement holder shall not cause nor permit any filling activity to occur in or on the Easement Areas, except by prior written approval of the fee owner. An easement holder shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Easement Areas except in accordance with all applicable laws. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*), or the Washington Model Toxic Control Act (MTCA RCW 70.105D.010.). An easement holder shall immediately notify the fee owner if the easement holder becomes aware of any release or threatened release of hazardous substance on the Easement Areas or adjoining property. If a release of hazardous substance occurs in, on, under, or above the Easement Areas arising out of any action of the easement holder, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, the easement holder shall, at its sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance in accordance with applicable laws. Any cleanup shall be performed in an approved manner.

Survey Markers. An easement holder shall not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the landowner, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at the easement holder's cost, under the direction of a State of Washington Professional Land Surveyor, in accordance with all applicable laws of the State of Washington in force at the time of construction, including but not limited to RCW 58.24, and all Department of Natural Resources regulations pertaining to preservation of such monuments and reference points.

Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of the State.

Before using any of said rights granted herein and at its own expense, the Exchanger shall obtain and keep in force during the term of this agreement and require its contractors, sub-contractors, or other permittees to obtain while operating on the Easement area, the following liability insurance policies, insuring Exchanger against liability arising out of its operations, including use of vehicles. In addition the State shall require its Permittees and Assignees to obtain and keep in force the same insurance. The limits of insurance, which may be increased by mutual agreement of both parties, as deemed necessary, shall not be less than as follows:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence or Personal Liability insurance, as applicable, under a personal liability policy, commercial liability insurance policy, or package property and liability insurance policy. If such CGL insurance contains aggregate limits, the general



aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

(b) Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(c) Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto".

(d) Exchanger shall comply with all State of Washington workers' compensation statutes and regulations. Except as prohibited by law, Exchanger waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employers' liability, commercial general liability or commercial umbrella liability insurance. All contractors, subcontractors, or other permittees of Exchanger and State must comply with all State of Washington workers' compensation statutes and regulations.

All insurance should be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception to the State's requirements shall be reviewed and approved in advance by the Risk Manager for the Department of Natural Resources. Any exception to the Exchanger's requirements shall be reviewed and approved by the Exchanger. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured by the Exchanger on all general liability, excess, and umbrella insurance policies.

Before using any said rights granted herein, Exchanger shall furnish State with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above. Certificate(s) must reference the State's easement number. The State shall furnish, upon request, a certificate of insurance showing compliance with the insurance requirements specified above.

State shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW or Chapter 48.15 RCW).

Exchanger shall include all Permittees as insureds under all required insurance policies or require separate certificates of insurance and endorsements for each. Contractors, sub-contractors and permittees of both State and Exchanger must comply with all insurance requirements stated



herein. Failure of contractors, sub-contractors and permittees to comply with State's insurance requirements does not limit Exchanger liability or responsibility.

State requires its contractors to provide certificates of insurance to the State and requires sub-contractors and permittees to be insured under the contractor's policy or have in its possession separate certificates of insurance and endorsements.

State and Exchanger shall furnish upon request certificates of insurance and endorsements for any or all Permittees.

All insurance provided by the Exchanger in compliance with this agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State. Exchanger waives all rights against State for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this agreement.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Exchanger, and such coverage and limits shall not limit Exchanger liability under the indemnities and reimbursements granted to State in this agreement.

If Exchanger is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Exchanger must describe its financial condition and the self-insured funding mechanism".

Notice. Unless otherwise specified herein, any notices required or permitted under this Agreement may be delivered personally, sent by facsimile machine or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three days after being mailed, whichever is applicable.

To State:

DEPARTMENT OF NATURAL RESOURCES
919 North Township St.
Sedro-Woolley, WA 98284

To Exchanger:

CROWN PACIFIC LIMITED PARTNERSHIP
P.O. Box 28
Hamilton, WA 98255

Integrated Agreement; Modifications. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of the Agreement and supersedes all prior negotiations and representations. This Agreement shall not be modified except by written approval of both parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this Agreement.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall not affect the validity of any other provision herein, and to this end the provisions of this Agreement are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Agreement.



Waiver. Failure of either party to insist upon the strict performance of any of the terms and conditions of this Agreement, or failure to exercise any rights or remedies provided in this Agreement or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Agreement, nor shall any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision of this Agreement shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

Construction. The terms of this Agreement shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against either party.

Exhibits. All exhibits referenced in this Agreement are incorporated as part of the Agreement.

Headings. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any of its provisions.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect its validity so long as all the parties execute a counterpart of this Agreement.



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

CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware Limited Partnership

Dated: 6/13, 2003.

By: *Russ Paul*
RUSS PAUL
Land & Timber Manager

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 4/24/3, 2003. By: *Doug Sutherland*

DOUG SUTHERLAND
Commissioner of Public Lands
1114 Washington ST SE
MS: 47001
Olympia, WA 98504-7001
Phone: (360) 902-1004
Fax: (360) 902-1775



Affix Seal of Commissioner
of Public Lands

Approved as to Form
August 8, 2002
by Jim Schwartz
Assistant Attorney General
State of Washington



REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that RUSS PAUL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Land & Timber Manager of Crown Pacific Limited Partnership, a Delaware Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 13, 2003

(Seal or Stamp)



Brenda L. Werden

(Signature)

Brenda L. Werden

(Print Name)

Notary Public in and for the State of Washington, residing at Sedro-Woolley

My appointment expires Mar 27, 2006



STATE ACKNOWLEDGEMENT

State of Washington

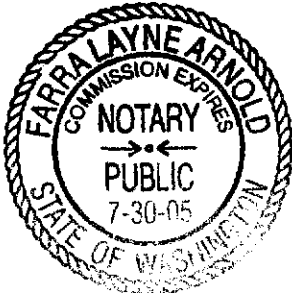
County of Thurston

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

Dated: June 20, 2003

Farra Layne Arnold
(Signature)

(Seal or stamp)



Farra Layne Arnold
(Print Name)

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

Olympia

My appointment expires 7.30.05



EXHIBIT A
Burdened Parcels

State:

The North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the South $\frac{1}{2}$ of Section 11, Township 39 North, Range 6 East, W.M.; situated in Whatcom County, Washington.

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 6 East, W.M.

The South $\frac{1}{2}$ of Section 26, Township 36 North, Range 7 East, W.M.

The Southeast $\frac{1}{4}$ of Section 27, Township 36 North, Range 7 East, W.M.

All situated in Skagit County, Washington.

Exchanger:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 12 of Township 39 North, Range 6 East, W.M.

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12, Township 39 North, Range 6 East, W.M.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Township 39 North, Range 6 East, W.M., except one square acre in the extreme northwest corner sold to Whatcom County for gravel pit, and also except roads.

All of Section 13, Township 39 North, Range 6 East, W.M.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 39 North, Range 6 East, W.M.

All situated in Whatcom County, Washington.



EXHIBIT A
Burdened Parcels

Exchanger (continued):

Government Lot 1, Section 1, Township 35 North, Range 5 East, W.M.

All of Section 4, Township 35 North, Range 5 East, W.M.

Government Lots 2, 3 and 4 and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 35 North, Range 6 East, W.M.

Section 29, Township 36 North, Range 5 East, W.M.

The Southeast $\frac{1}{4}$ of Section 30, Township 36 North, Range 5 East, W.M., EXCEPT the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$.

All of Section 19, Township 36 North, Range 6 East, W.M.

All of Section 20, Township 36 North, Range 6 East, W.M., EXCEPT the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ thereof.

Government Lots 3, 4, 5, 7 and 8 and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; all in Section 21, Township 36 North, Range 6 East, W.M.

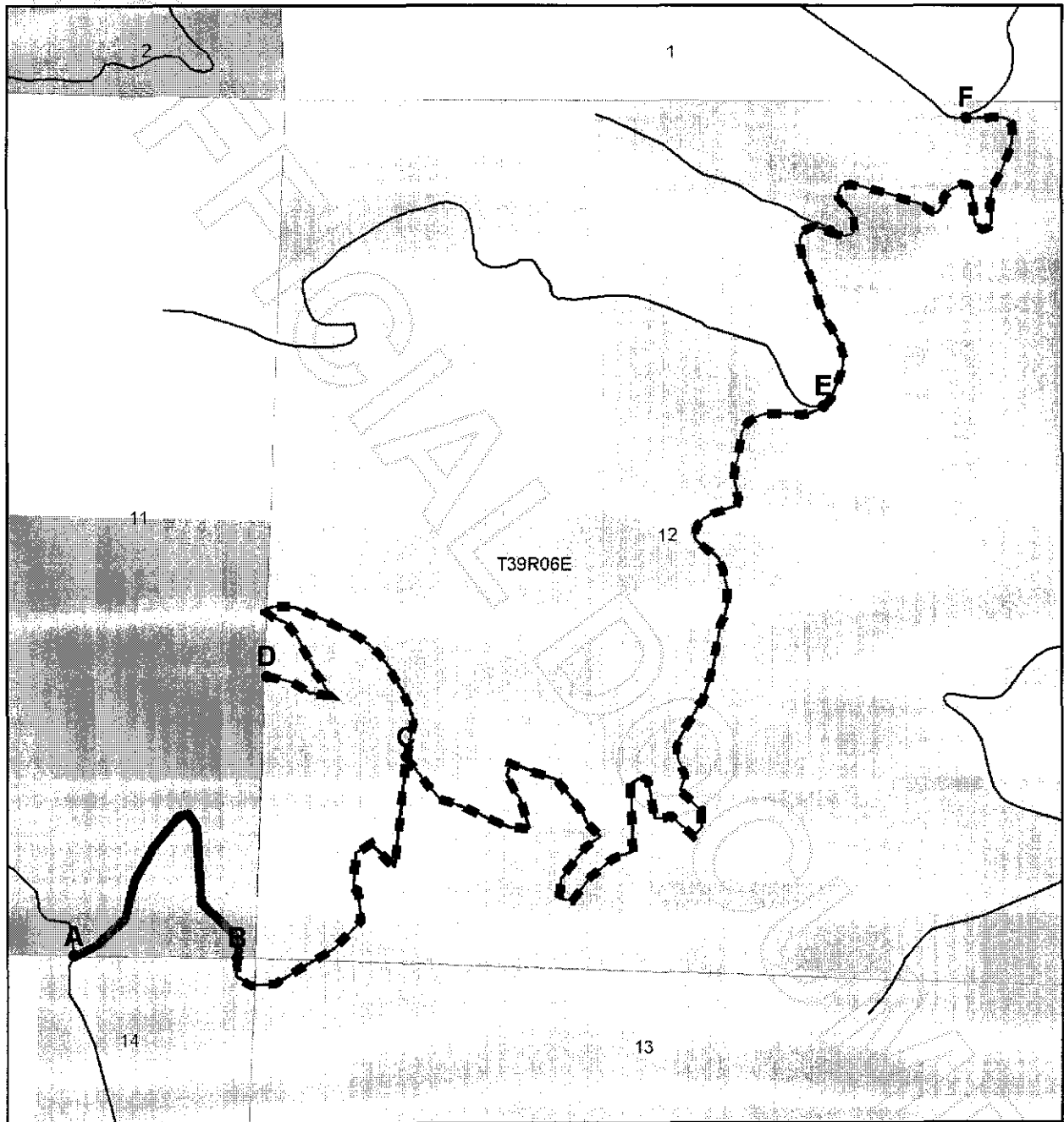
All of Section 29, Township 36 North, Range 6 East, W.M.

All situated in Skagit County, Washington.



EXHIBIT B
Easement Area

Sections 11, 12, 13, and 14; Township 39 North; Range 06 East; Whatcom County, Washington



1,000

Feet

DNR

Crown Pacific

—■— Crown to State

—●●— Crown to State - To Be Constructed

— State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

Page 14 of 23

Easement No. 55-074859
Agreement No. 50-074860

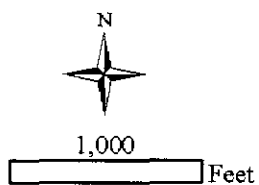
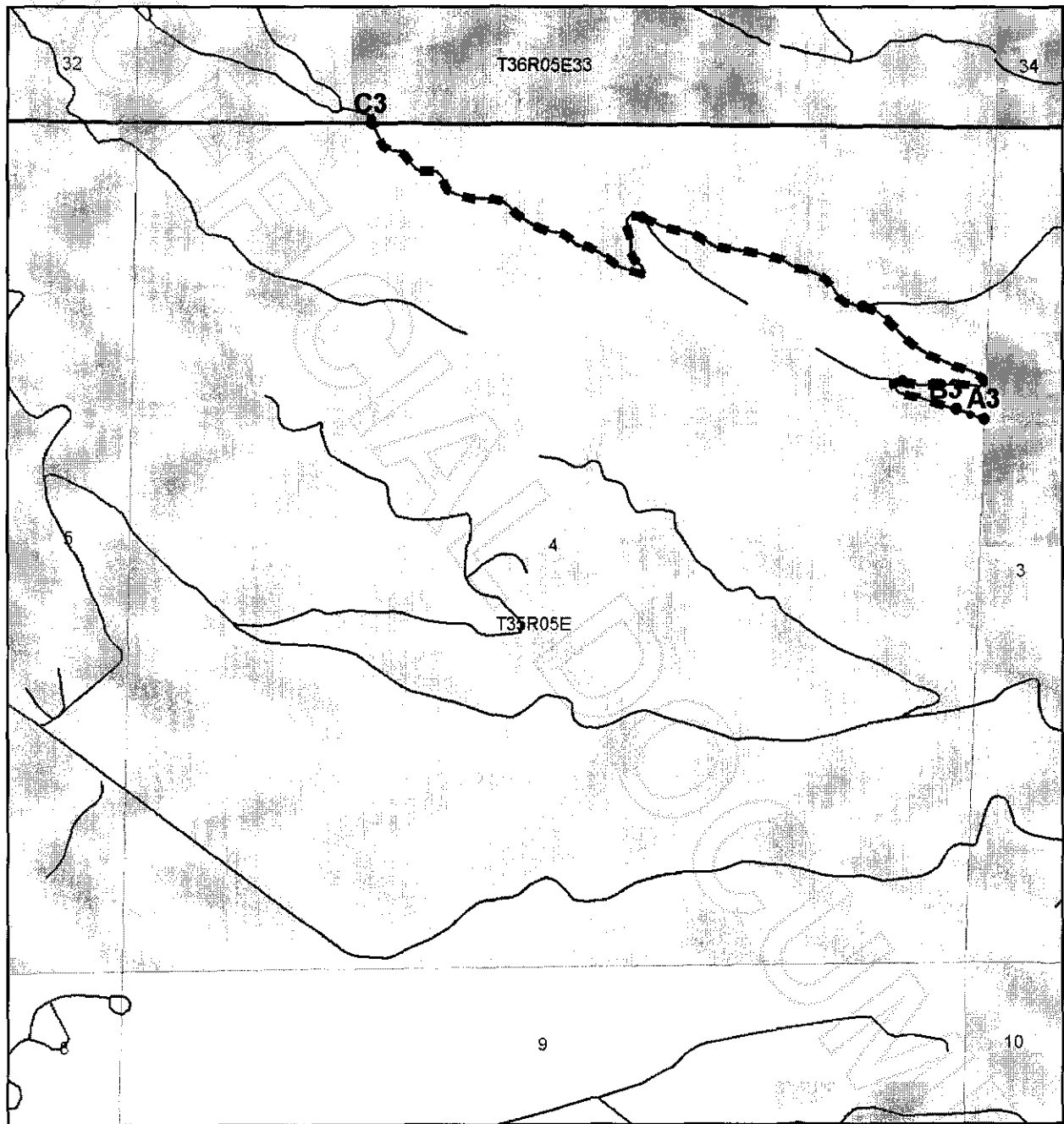


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Skagit County Auditor

7/14/2003 Page 14 of 23 11:43AM

EXHIBIT B
Easement Area
Section 4; Township 35 North; Range 05 East; Skagit County, Washington



- DNR
- Crown Pacific
- Crown to State
- Crown to State - To Be Constructed
- State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

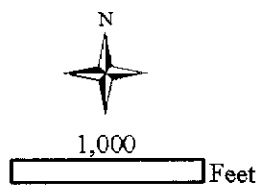
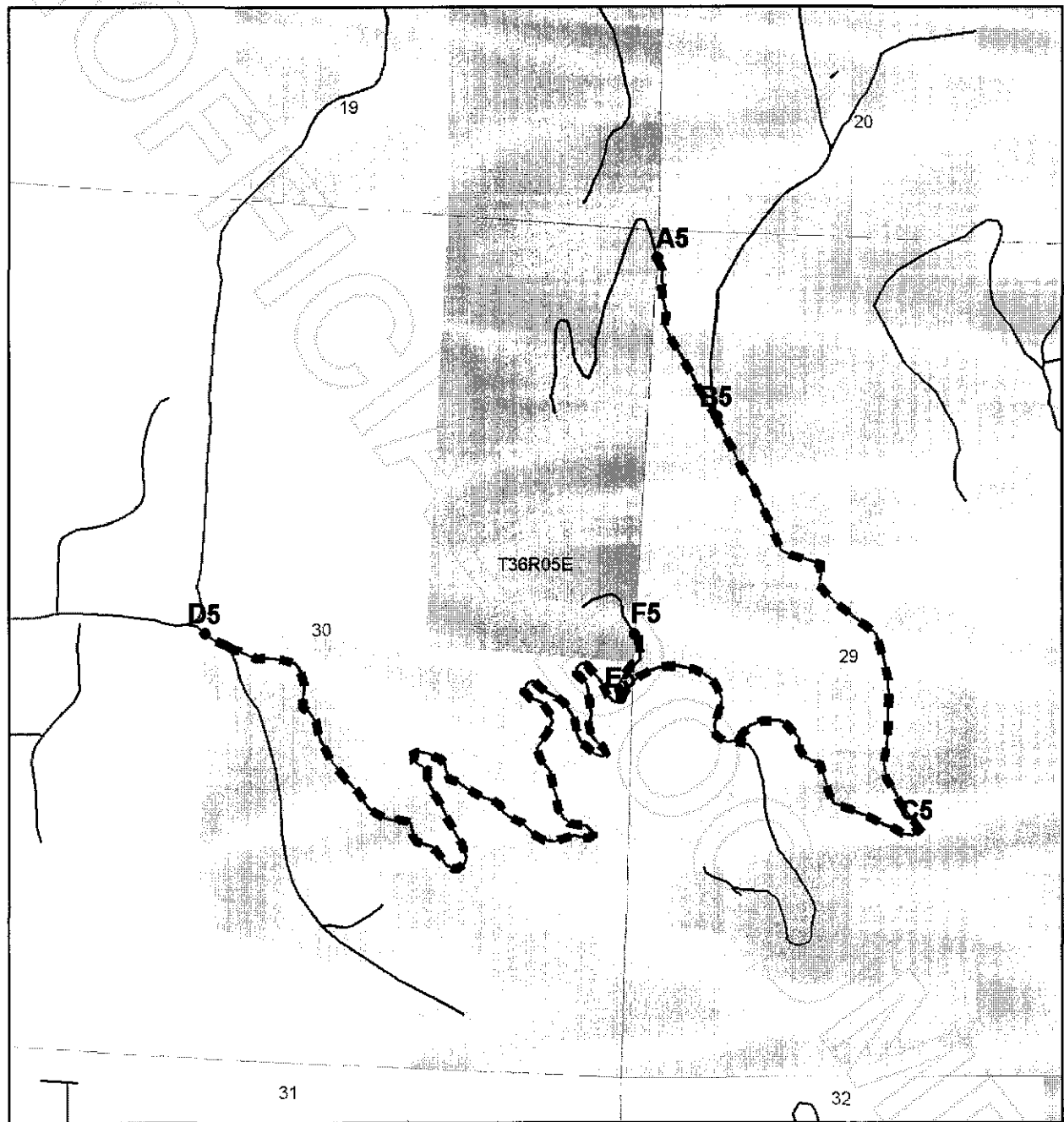
Page 15 of 23

Easement No. 55-074859
 Agreement No. 50-074860



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 Skagit County Auditor

EXHIBIT B
Easement Area
Sections 29 and 30; Township 36 North; Range 05 East; Skagit County, Washington



DNR
 Crown Pacific
 Crown to State - To Be Constructed
 State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

Page 16 of 23

Easement No. 55-074859
 Agreement No. 50-074860

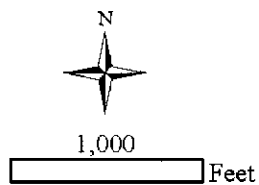
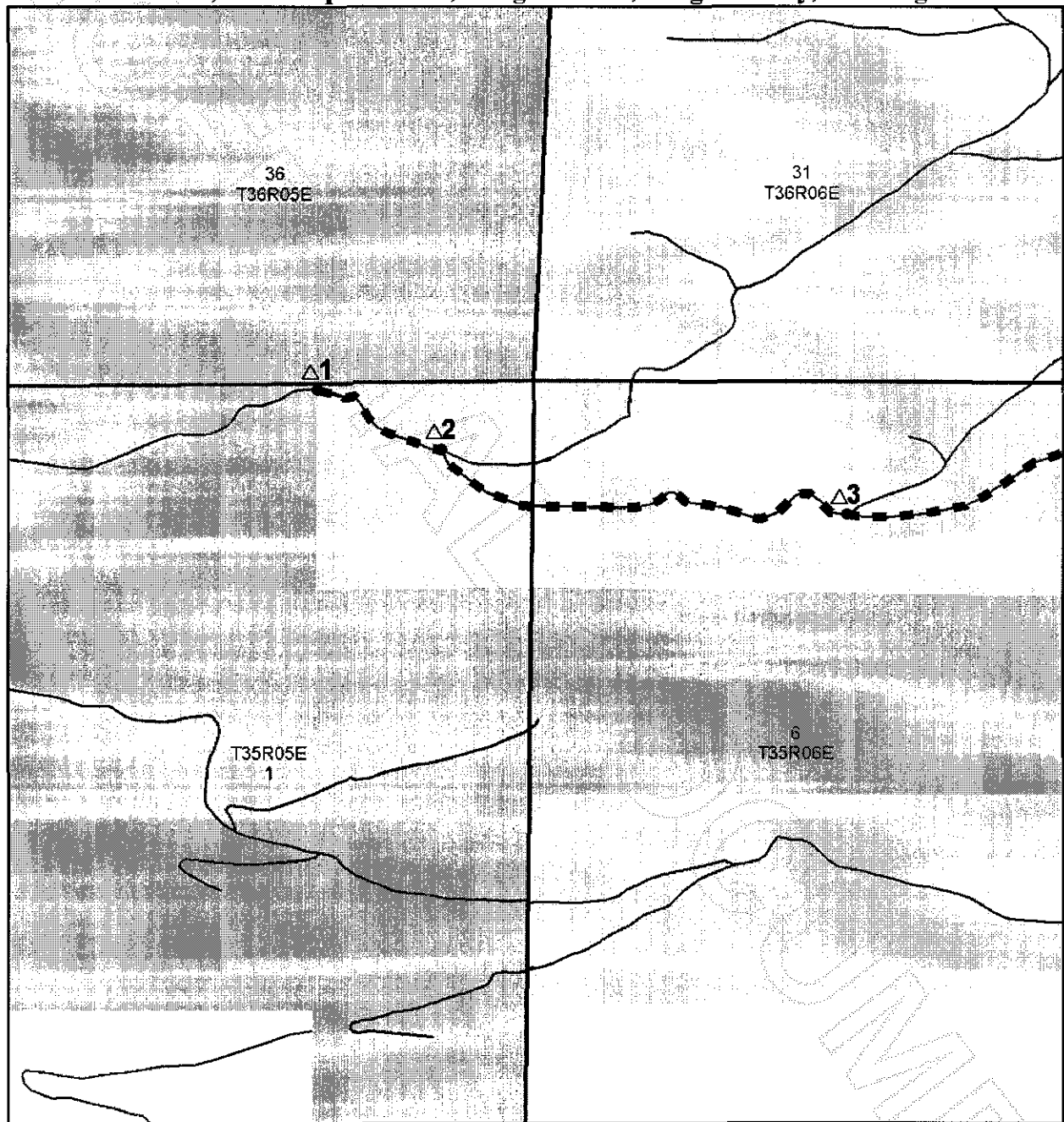
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

 Skagit County Auditor

 7/14/2003 Page 16 of 23 11:43AM

EXHIBIT B
Easement Area

Section 1; Township 35 North; Range 05 East; Skagit County, Washington
Section 6; Township 35 North; Range 06 East; Skagit County, Washington



 DNR
 Crown Pacific
 Crown to State
 Crown to State - To Be Constructed
 State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

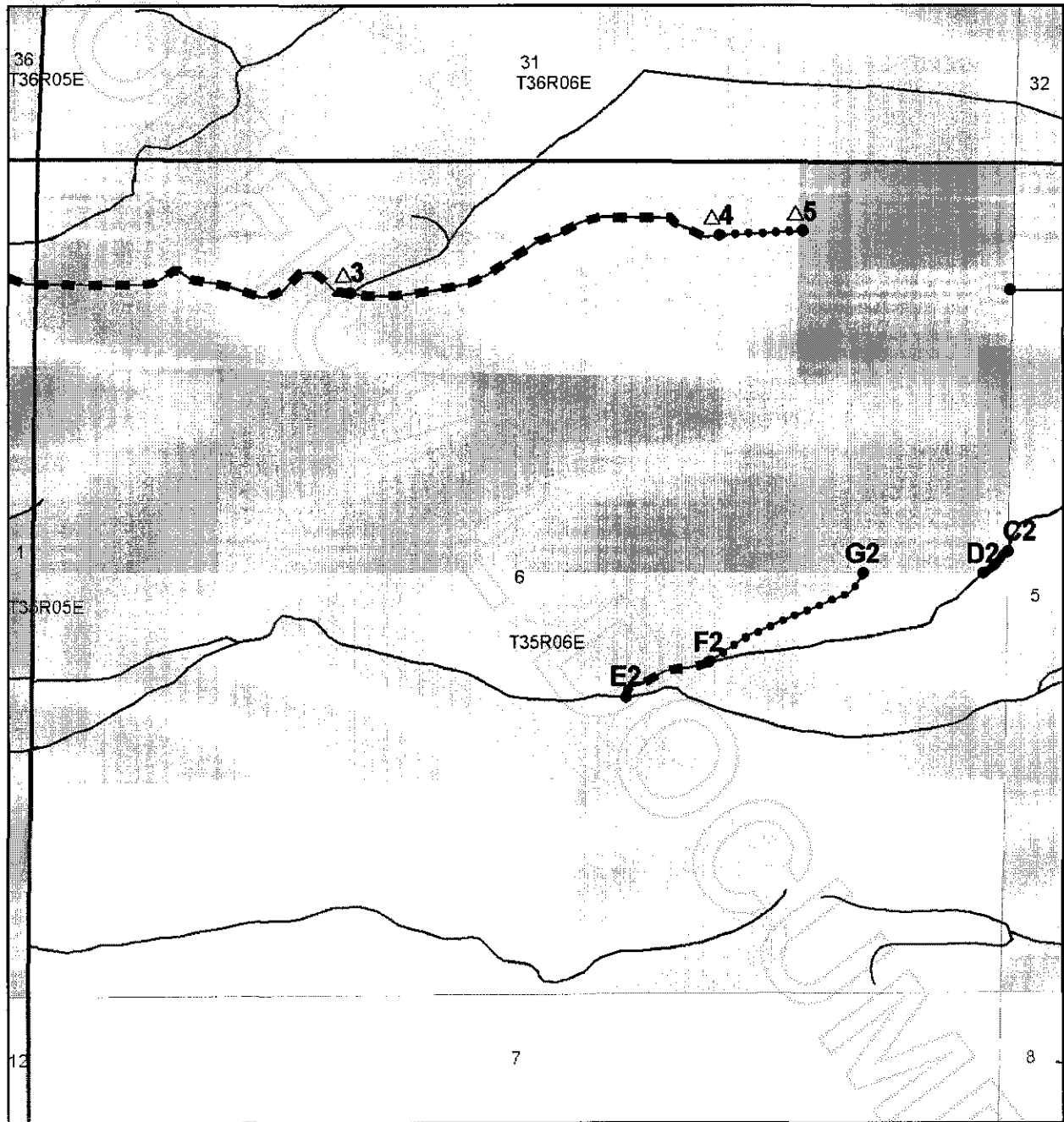
Page 17 of 23

Easement No. 55-074859
Agreement No. 50-074860



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Skagit County Auditor

EXHIBIT B
Easement Area
Section 6; Township 35 North; Range 06 East; Skagit County, Washington



1,000

Feet

DNR

Crown Pacific

— Crown to State

••• Crown to State - To Be Constructed

— State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

Page 18 of 23

Easement No. 55-074859

Agreement No. 50-074860

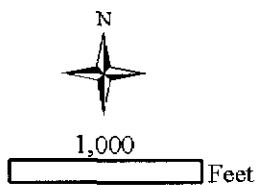
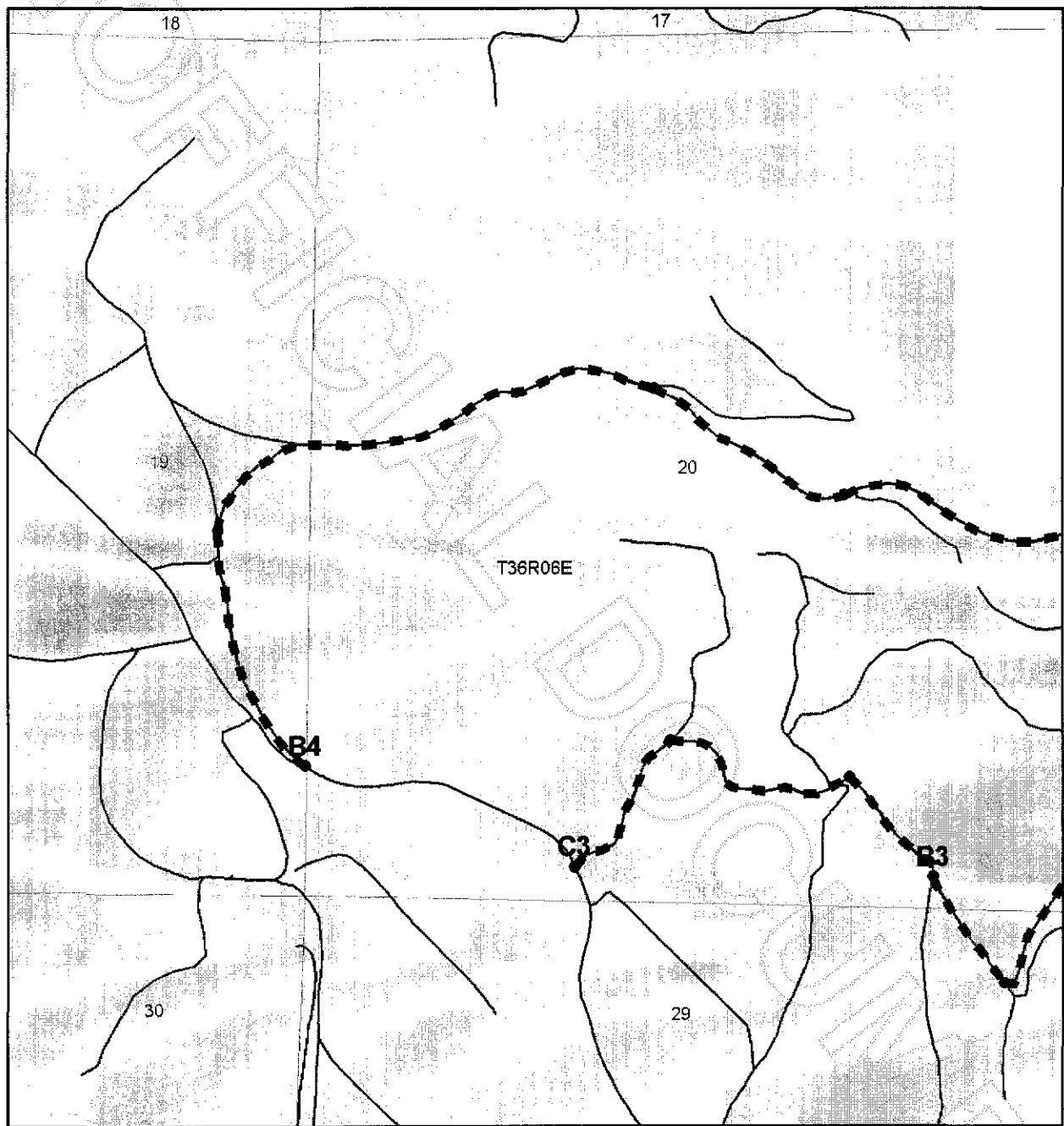


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Skagit County Auditor

7/14/2003 Page 18 of 23 11:43AM

EXHIBIT B
Easement Area
Sections 19, 20, and 29; Township 36 North; Range 06 East; Skagit County, Washington



DNR

Crown Pacific

—■— Crown to State

—●— Crown to State - To Be Constructed

— State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

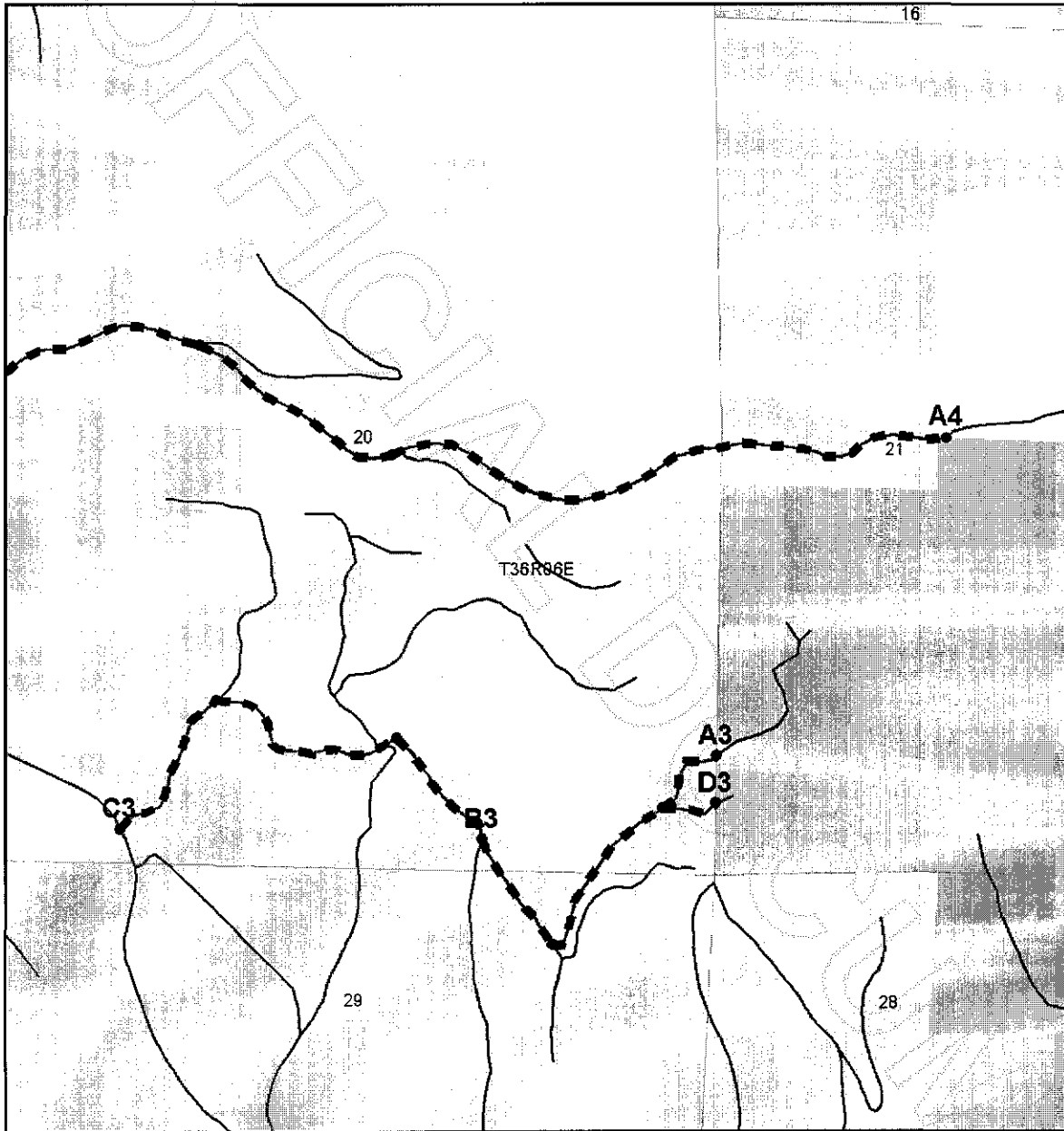
Page 19 of 23

Easement No. 55-074859
 Agreement No. 50-074860



Skagit County Auditor

EXHIBIT B
Easement Area
Sections 20, 21, and 29; Township 36 North; Range 06 East; Skagit County, Washington



1,000 Feet

DNR

Crown Pacific

—■— Crown to State

—●— Crown to State - To Be Constructed

—■— State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

Page 20 of 23

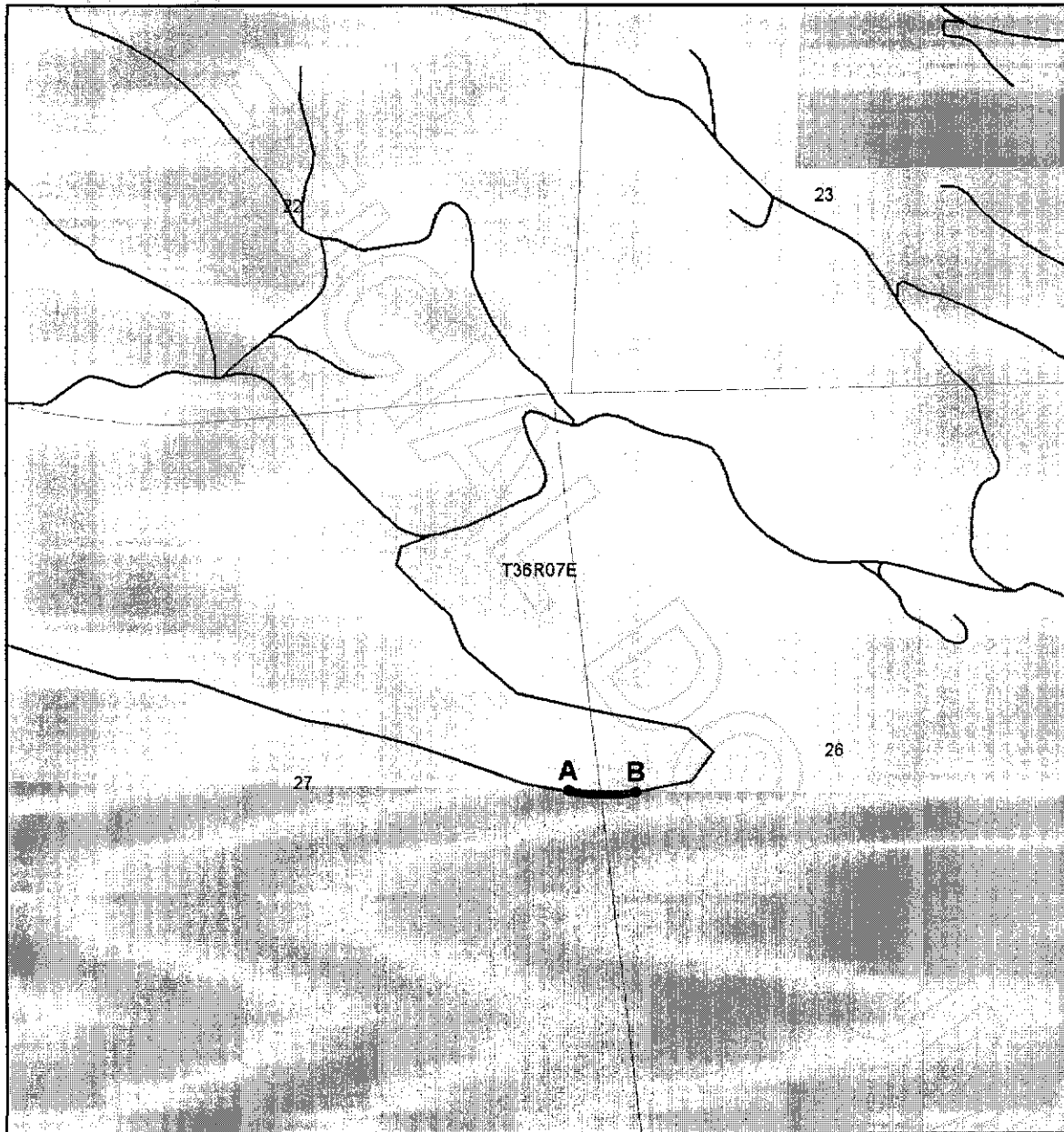
Easement No. 55-074859
Agreement No. 50-074860



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Skagit County Auditor

7/14/2003 Page 20 of 23 11:43AM

EXHIBIT B
Easement Area
Sections 26 and 27; Township 36 North; Range 07 East; Skagit County, Washington



1,000 Feet

- DNR
- Crown Pacific
- Crown to State
- Crown to State - To Be Constructed
- State to Crown

R/W Width 60 Feet

Draft Dated 6/11/03

Page 21 of 23

Easement No. 55-074859
 Agreement No. 50-074860



200307140179
 Skagit County Auditor

EXHIBIT C
Benefited Parcels

Exchanger:

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 39 North, Range 6 East.

Lot 2, Lot 3, Lot 4, the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 5, Township 35 North, Range 6 East.

The South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 36 North, Range 6 East.

The North $\frac{1}{2}$ of Section 27, Township 36 North, Range 7 East.

State:

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of Section 11, Township 39 North, Range 6 East.

The South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 35 North, Range 5 East.

The Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 19, Township 36 North, Range 5 East.

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 36 North, Range 5 East.

Gov. Lot 1, Gov. Lot 5, the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 6, Township 35 North, Range 6 East.

The North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 36 North, Range 6 East.



EXHIBIT D
Site Specific HCP Requirements

1. The Exchanger shall immediately notify the State of new locations of permit species covered in the Incidental Take permit (ITP) that are discovered within the easement area covered by the Habitat Conservation Plan (HCP), including, but not limited to: locations of occupied murrelet habitat; spotted owl nest sites; wolves; grizzly bears; nests, communal roosts, or feeding concentrations of bald eagles; peregrine falcon nests; Columbian white-tailed deer; Aleutian Canada geese; and Oregon silverspot butterflies. In all circumstances notification must occur within a 24 hour time period.

2. Upon locating any live, dead, injured, or sick specimens of any listed species covered by the ITP within the easement area the Exchanger shall immediately notify the State. In all circumstances notification must occur within a 24 hour time period. The Exchanger shall notify the State if there is any doubt as to the identification of a discovered permit species. Exchangers may be required to take certain actions to help the State safeguard the well-being of any live, injured or sick specimens of any listed species discovered, until the proper disposition of such specimens can be determined by the State.

3. Any Forest Practices Permit submitted for activities on the Premises must identify that the Premises are covered by the State of Washington, Department of Natural Resources Habitat Conservation Plan and part of the Incidental Take Permit No. PRT-812521, as supplemented by Permit #1168.

