

When recorded return to:
Longview Fibre Company
PO Box 667
Longview, Washington 98632



200401300177
Skagit County Auditor

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EASEMENT EXCHANGE

Grantor(s): Longview Fibre Company

Grantee(s): Washington Dept. of Natural Resources

Legal Description: Ptns. of the NW1/4 SE1/4, E1/2 SE1/4, N1/2 SW1/4, SW1/4 NW1/4, SE1/4 NW1/4, GL 4 of Section 1; SE1/4, GL 1 of Section 2; S1/2 SE1/4, SE1/4 SW1/4 of Section 3; E1/2 SE1/4 of Section 9; SW1/4, E1/2 NW1/4 of Section 10; E1/2 NE1/4, NW1/4 NE1/4, NE1/4NW1/4 of Section 11; GL 1 of Section 15; E1/2 E1/2, SW1/4 SE1/4 of Section 21, all in Township 34 North, Range 5 East; GL 7, GL 8, GL 11 of Section 4; GL5 of Section 5; SE1/4SW1/4, N1/2SE1/4, GL 7, GL 8, GL 9, GL 14 of Section 6, all in Township 34 North, Range 6 East; and E1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4, E1/2NW1/4, NW1/4NW1/4 of Section 35, Township 35 North, Range 5 East; NW1/4, NW1/4 SW1/4, GL 2 of Section 5, Township 36 North, Range 5 East, W.M., all in Skagit County, WA

Assessor's Property Tax Parcel or Account Number: Ptns. of 340501-1-001-0001; 34502-1-001-0000; 340503-3-001-0005; 340509-4-001-0007; 340510-1-001-0000; 340511-1-001-0009; 340515-1-001-0005; 340521-1-001-0007; 340604-3-001-0003; 340605-3-002-0001; 340606-3-001-0001; 350535-2-002-0109; 350535-2-006-0003; 350535-3-001-0006; 350535-4-001-0004; 350535-4-002-0003; 350535-4-004-0001; 350535-2-007-0119; 360505-1-001-0005

Grantor(s): Washington Dept. of Natural Resources

Grantee(s): Longview Fibre Company

Legal Description: Ptns. of the SW1/4NW1/4, GL 3, GL 4 of Section 2; SE1/4, S1/2NE1/4, GL 2 of Section 3; SE1/4SE1/4, NE1/4NE1/4 of Section 10; S1/2, S1/2NW1/4, SW1/4NE1/4 of Section 11; N1/2S1/2, S1/2NW1/4 of Section 13; SE1/4, SE1/4NW1/4, W1/2NW1/4, NE1/4SW1/4 of Section 14, all in Township 33 North, Range 5 East; GL 3, GL 4 of Section 18, Township 33 North, Range 6 East; SE1/4 NW1/4, S1/2 SW1/4, NE1/4 SW1/4, W1/2 SE1/4, S1/2NE1/4, GL 1 of Section 4; W1/2SE1/4, NW1/4NE1/4, E1/2NE1/4, NW1/4 NW1/4 of Section 9; N1/2S1/2 of Section 13; W1/2SE1/4, NE1/4SE1/4, E1/2NE1/4, SW1/4NE1/4 of Section 16; NW1/4NE1/4 of Section 21; GL4, NE1/4SE1/4 of Section 22; SW1/4NW1/4 of Section 23; GL 1 of Section 27; NE1/4NE1/4 of Section 28, all in Township 34 North, Range 5 East; NW1/4SW1/4 of Section 3; S1/2NE1/4, E1/2NW1/4 of Section 36, all in Township 34 North, Range 6 East; and GL 1 and GL 8 of Section 16 of Township 36 North, Range 5 East, W.M., all in Skagit County, WA

Assessor's Property Tax Parcel or Account Number: P17872; P17873; P18074; P18071; P18074; P18078; P18081; P18084; P18428; P30029; P30030; P30023; P30016; P30008; P30246; P30249; P30245; PP30254; P30255; P30258; P30388; P30395; P30397; P30411; P30416; P30641; P30710; P114747

Cross Reference:

Easement No. 55-074132

Agreement No. 50-074105

This Agreement is between LONGVIEW FIBRE COMPANY, a corporation, herein called "Exchanger" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of 1/16/2004 "Effective Date."

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, Exchanger shall pay twenty thousand, one hundred and four dollars and forty-three cents (\$20,104.43) in U.S. currency to State prior to or concurrent with executing this Agreement.

Conveyances.

- A. To State. Exchanger hereby grants and conveys, to State, its successors and assigns, permanent, non-exclusive easements over parcels of land in Skagit County 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 a 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, permanent, non-exclusive easements over parcels of land in Skagit County 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 a center line of roads located or to be constructed 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 Skagit County 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.



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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.

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.

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

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.



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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. Damage caused by an unauthorized user shall be repaired at the expense of the easement holder if the easement holder is the sole user of the road, the fee owner if the fee owner is the sole user of the road and shared jointly if there is joint use of the road.

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.

Prior Right. The easements granted by this Agreement are subject to all matters of public record.

Operational Restrictions. Site-specific operational requirements are listed in Exhibit . Non-compliance with these requirements shall constitute a breach of the easement and may result in the fee owner requiring the easement holder to suspend operations until the breach is remedied.

Construction/Operation Plans. Pre-Construction. Thirty (30) days prior to any construction or reconstruction of Roads 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



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comply with applicable state and 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, but in such case will notify fee owner within 24 hours.

Notice of Operation. When an easement holder or one of its Permittees plans to use any portion of the Roads for the purpose of hauling timber or other profits, such party shall notify the fee owner thereof at least five (5) days prior to the commencement of such use, advising of the portion of Road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of timber, forest products, or other profits to be hauled and promptly upon the completion of such use notify the other party thereof.

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.

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.



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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.



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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 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 shall require its contractors to provide certificates of insurance to the State and shall require sub-contractors and permittees to be insured under the contractor's policy or have in its possession separate certificates of insurance and endorsements. Failure of contractors, sub-contractors and permittees to comply with State's insurance requirements does not limit State's liability or responsibility.

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(s) 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.

Indemnity by the State. State shall defend, indemnify and hold harmless the Exchanger from all claims that arise out of the negligence of the State or its Permittees in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, State's obligation to defend, indemnify, and hold harmless the Exchanger from any judgment, decree or arbitration award shall extend only to the percentage of negligence of State and



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its Permittee in contribution to such claim. State waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Exchanger and its Permittee. This indemnification shall survive the expiration or termination of the easement.

Indemnity by the Exchanger. Exchanger shall defend, indemnify and hold harmless State from all claims that arise out of the negligence of the Exchanger or its Permittee in their use of the easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Exchanger's obligation to defend, indemnify, and hold harmless State from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Exchanger and its Permittee in contribution to such claim. Exchanger waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless State and its Permittee. This indemnification shall survive the expiration or termination of the easement.

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 or upon confirmation of facsimile, whichever is applicable.

To State:

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

To Exchanger:

LONGVIEW FIBRE COMPANY
P.O. Box 667
Longview, WA 98632

SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID #455
JAN 30 2004 30760
Amount Paid \$
By: Skagit County Treasurer Deputy

SKAGIT COUNTY WASHINGTON Real Estate Excise Tax PAID #454
JAN 30 2004
Amount Paid \$
By: Skagit County Treasurer Deputy

With a copy to:

LONGVIEW FIBRE COMPANY

Skagit Tree Farm
P.O. Box 346
Sedro Woolley, WA 98284

Attn: Larry Mitchem, Tree Farm Manager

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 Easement.



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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 Easement 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 Easement 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.



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

LONGVIEW FIBRE COMPANY

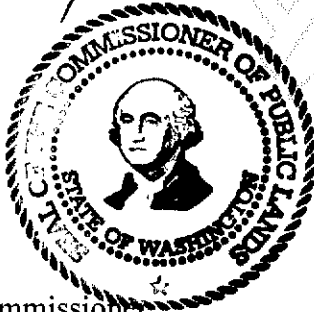
Dated: Dec 22nd, 2003

By: David L. Bowden
DAVID L. BOWDEN
Title: Senior Vice President - Timber

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: JANUARY 16, 2004

By: Doug Sutherland
DOUG SUTHERLAND
Commissioner of Public Lands
1111 Washington ST SE
MS: 47001
Olympia, WA 98504-7001
Phone: (360) 902-1004
Fax: (360) 902-1775



Affix Seal of Commissioner
of Public Lands

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REPRESENTATIVE ACKNOWLEDGEMENT

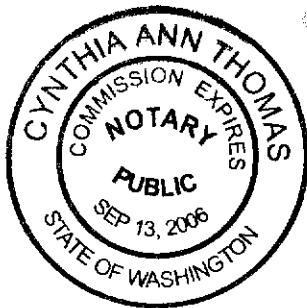
State of Washington

County of Cowlitz

I certify that I know or have satisfactory evidence that David L. Bowden 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 Senior Vice President of Longview Fibre Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-22-03

(Seal or stamp)



Cynthia Ann Thomas
(Signature)

Cynthia Ann Thomas

(Print Name)

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

My appointment expires 9-13-06



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STATE ACKNOWLEDGEMENT

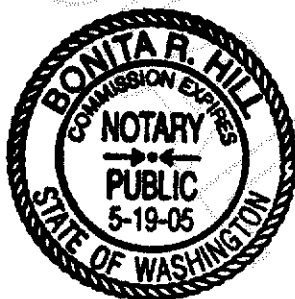
State of Washington

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 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: 1-16-04

(Seal or stamp)



Bonita R Hill

(Signature)

Bonita R. Hill

(Print Name)

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

My appointment expires 5-19-05



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EXHIBIT A
Burdened Parcels

Exchanger: Skagit County

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
NW1/4SE1/4, E1/2SE1/4, N1/2SW1/4, SW1/4NW1/4, SE1/4NW1/4, GL 4	1	34N	5E
SE1/4, GL 1	2	34N	5E
S1/2SE1/4, SE1/4SW1/4	3	34N	5E
E1/2SE1/4	9	34N	5E
SW1/4, E1/2NW1/4	10	34N	5E
E1/2 NE1/4, NW1/4 NE1/4, NE1/4 NW1/4	11	34N	5E
GL1	15	34N	5E
E1/2E1/2, SW1/4SE1/4	21	34N	5E
 GL 7, GL 8, GL 11	 4	 34N	 6E
GL5	5	34N	6E
SE1/4SW1/4, N1/2SE1/4, GL 7, GL 8, GL 9, GL 14	6	34N	6E
 E1/2SE1/4, NW1/4SE1/4, NE1/4SW1/4, E1/2NW1/4	 	 	
NW1/4NW1/4 subject to easement dated January 26, 1998, recorded under Auditor's File No. 9802050035	35	35N	5E
NW1/4, NW1/4 SW1/4, GL 2	5	36N	5E



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**EXHIBIT A cont.
Burdened Parcels**

State: Skagit County

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SW1/4NW1/4, GL 3, GL 4	2	33N	5E
SE1/4, S1/2NE1/4, GL 2	3	33N	5E
SE1/4SE1/4, NE1/4NE1/4	10	33N	5E
S1/2, S1/2NW1/4, SW1/4NE1/4	11	33N	5E
N1/2S1/2, S1/2NW1/4	13	33N	5E
SE1/4, SE1/4NW1/4, W1/2NW1/4, NE1/4SW1/4	14	33N	5E
GL 3, GL 4	18	33N	6E
SE1/4NW1/4, S1/2SW1/4, NE1/4SW1/4, W1/2SE1/4, S1/2NE1/4, GL1	4	34N	5E
W1/2SE1/4, NW1/4NE1/4, E1/2NE1/4, NW1/4NW1/4	9	34N	5E
N1/2S1/2	13	34N	5E
W1/2SE1/4, NE1/4SE1/4, E1/2NE1/4, SW1/4NE1/4	16	34N	5E
NW1/4NE1/4	21	34N	5E
GL4, NE1/4SE1/4	22	34N	5E
SW1/4NW1/4	23	34N	5E
GL 1	27	34N	5E
NE1/4NE1/4	28	34N	5E
NW1/4SW1/4	3	34N	6E
S1/2NE1/4, E1/2NW1/4	36	34N	6E
GL1, GL8	16	36N	5E



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EXHIBIT B **Easement Area**

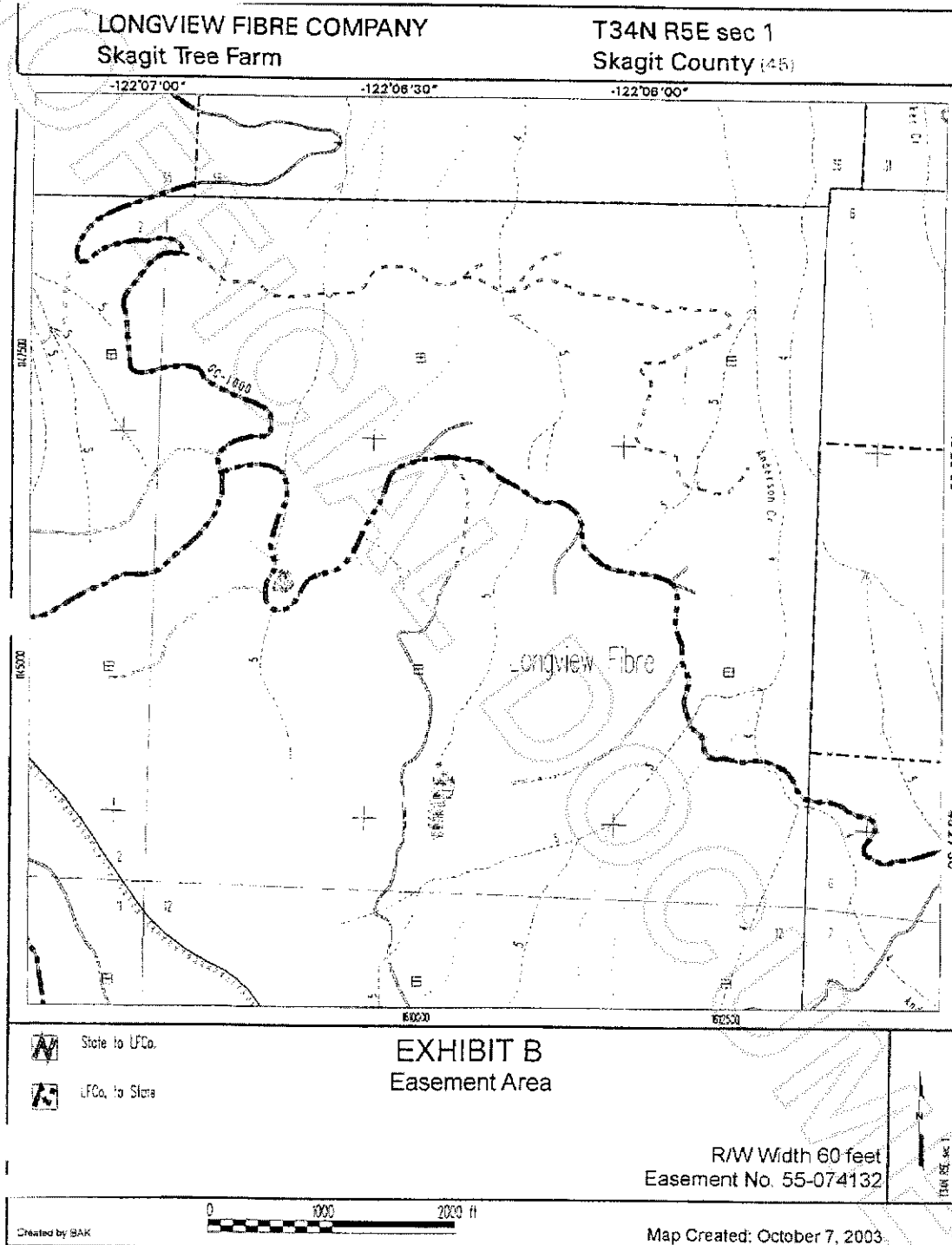
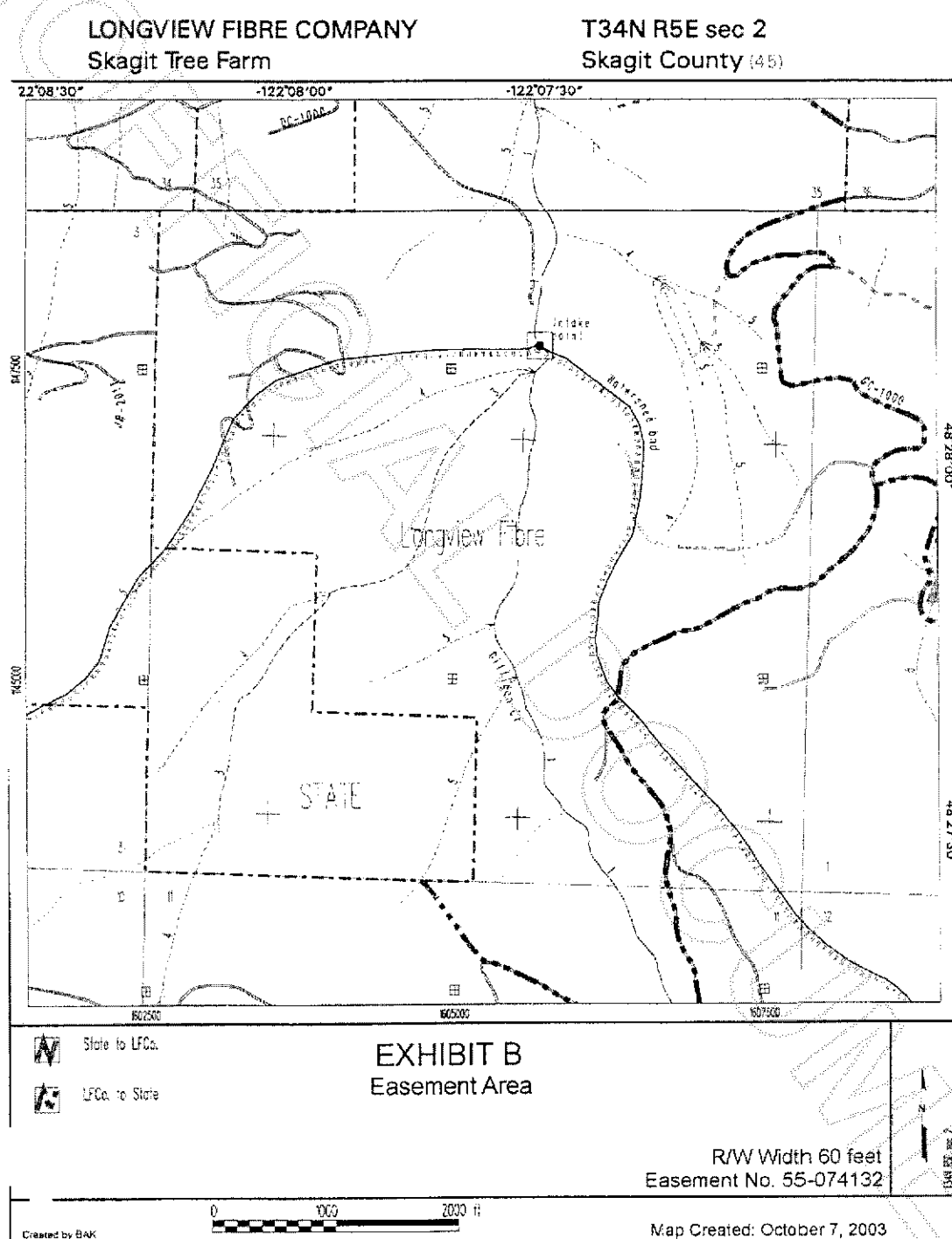


EXHIBIT B
Easement Area



T34N R5E sec 3
Skagit County (45)

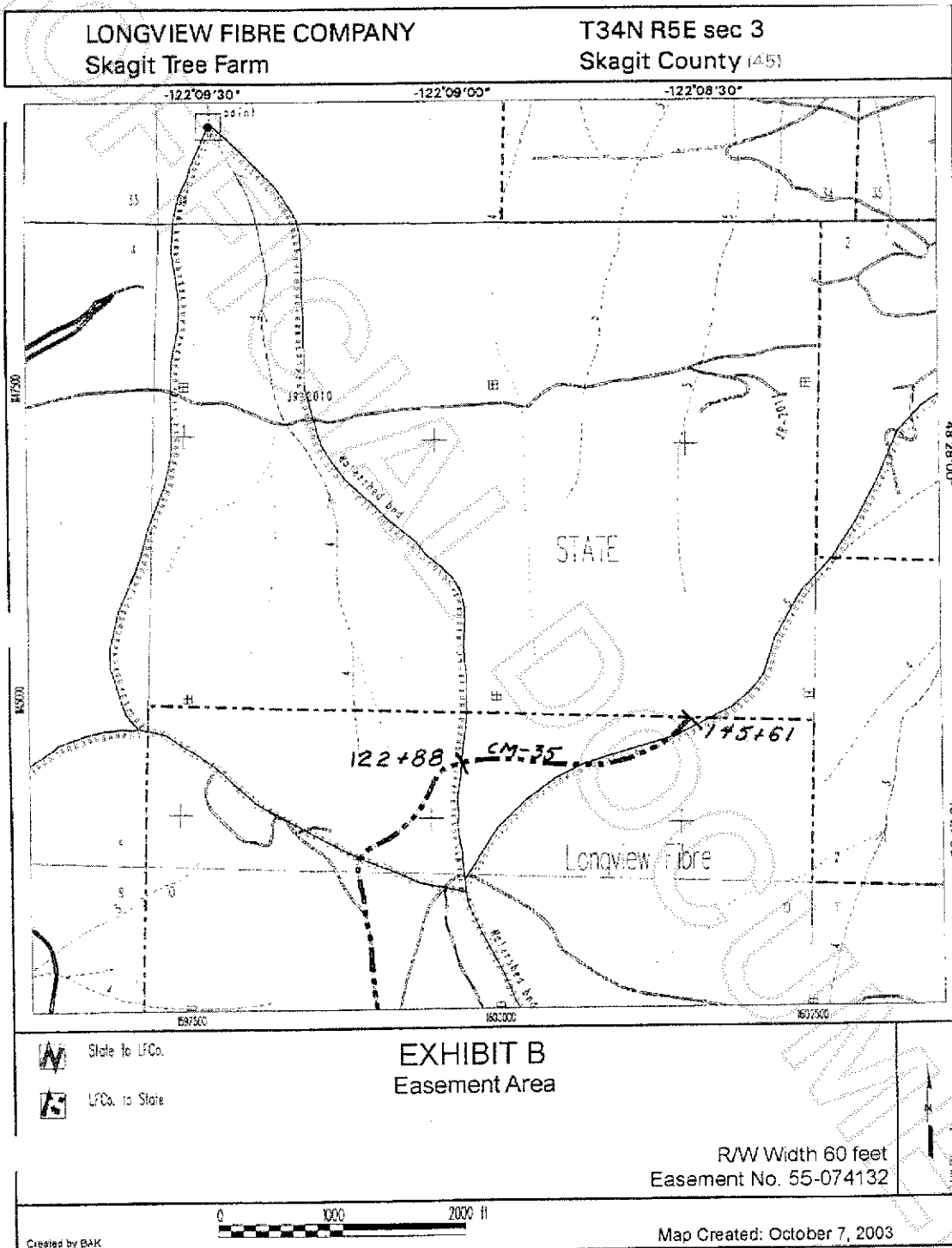


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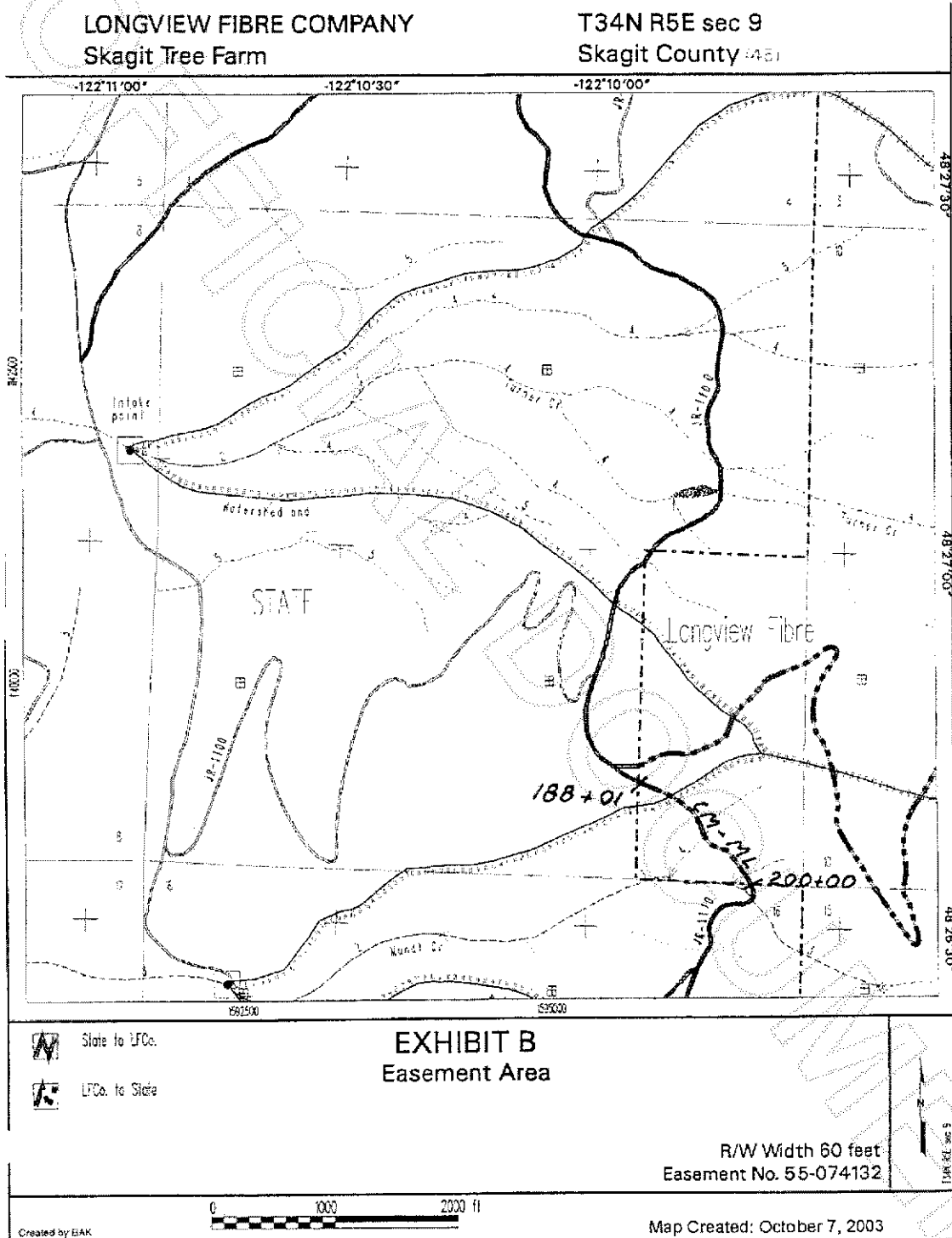


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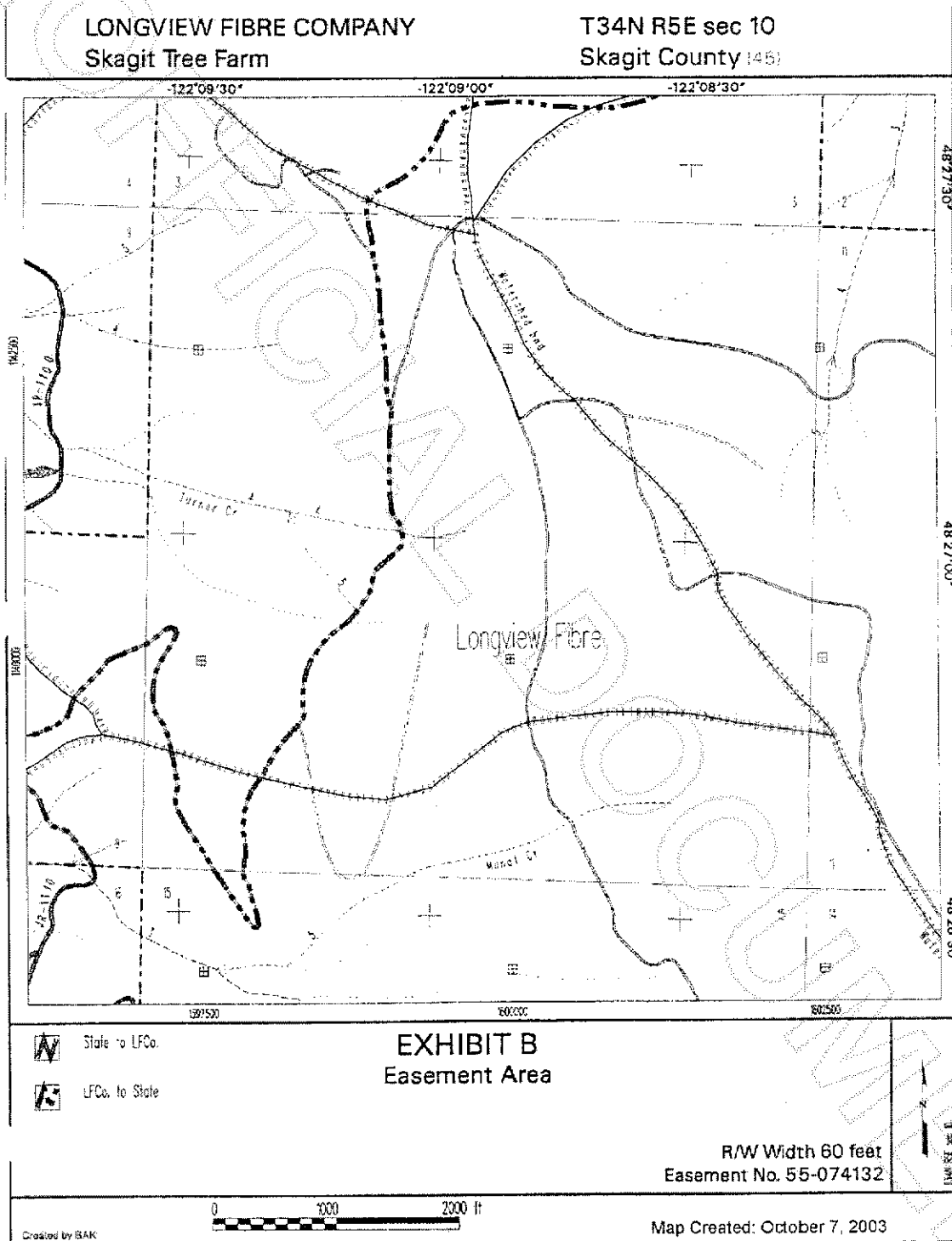


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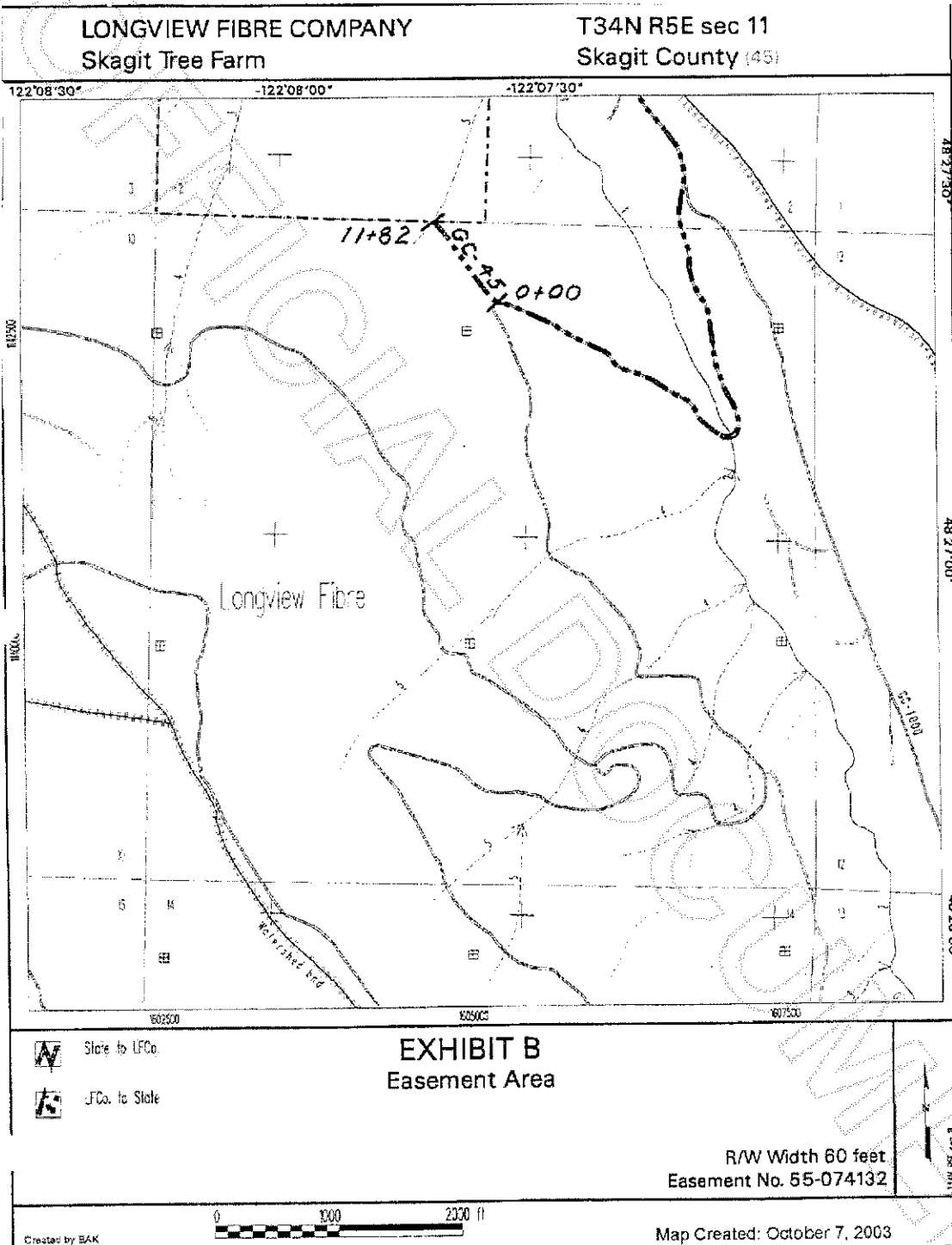


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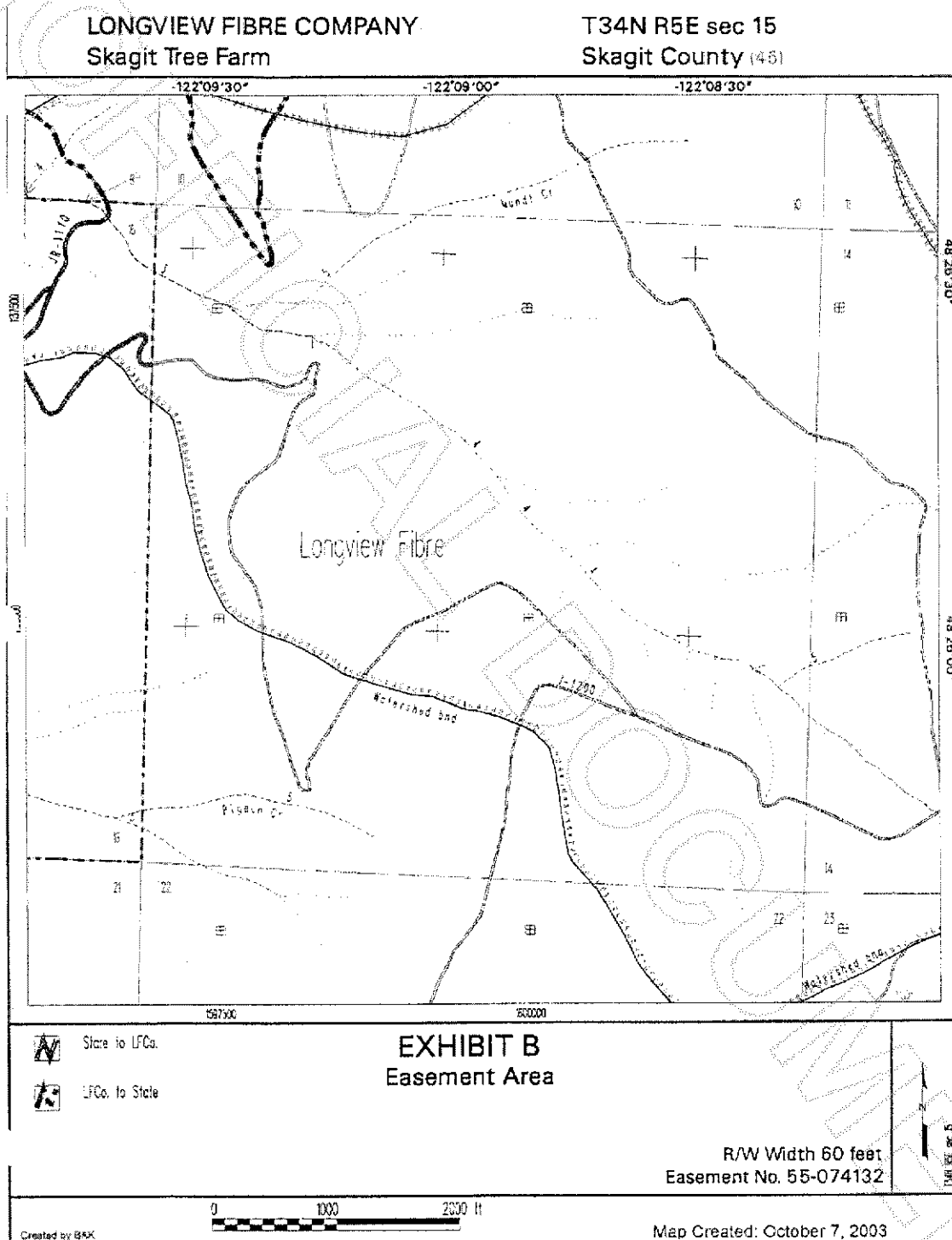


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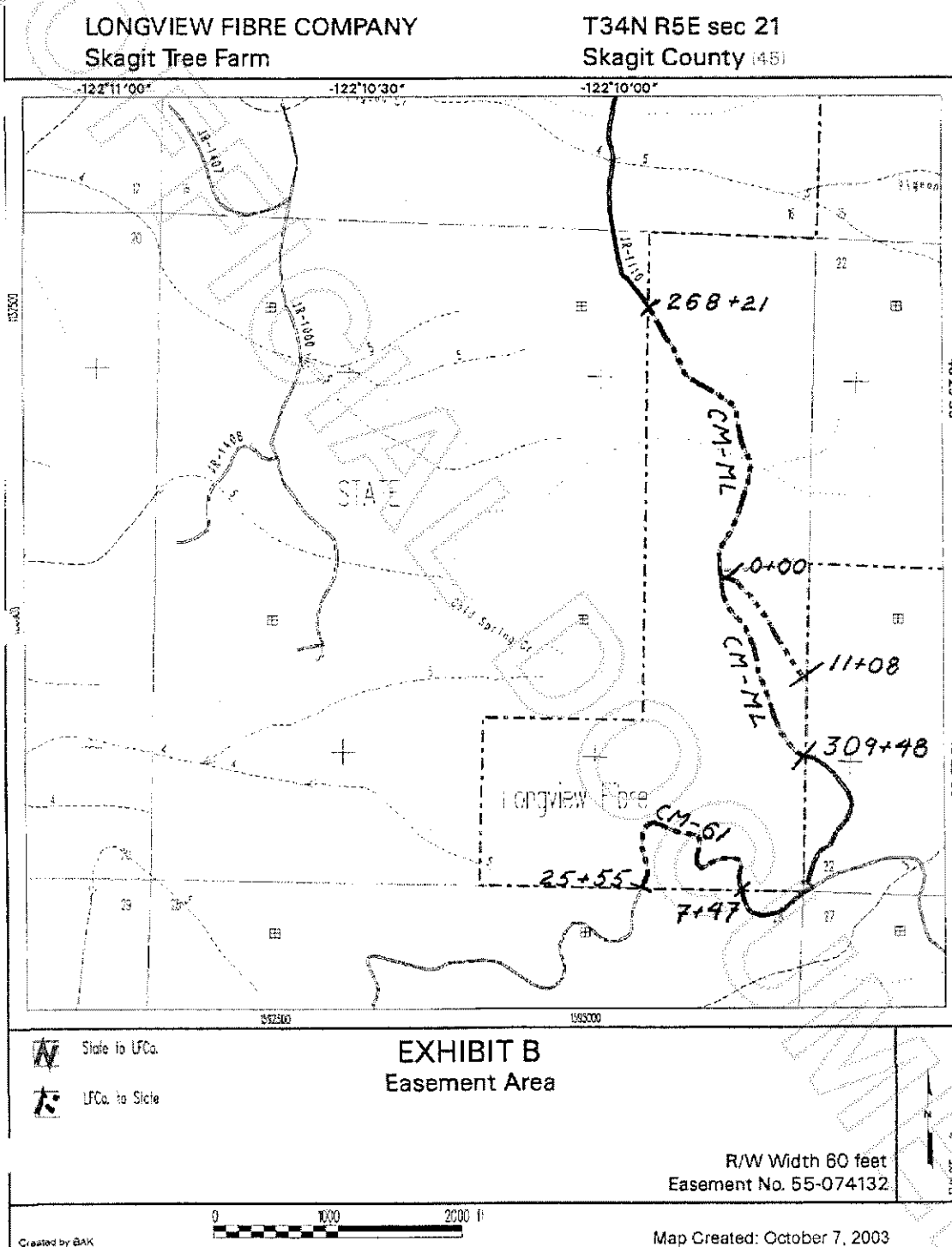


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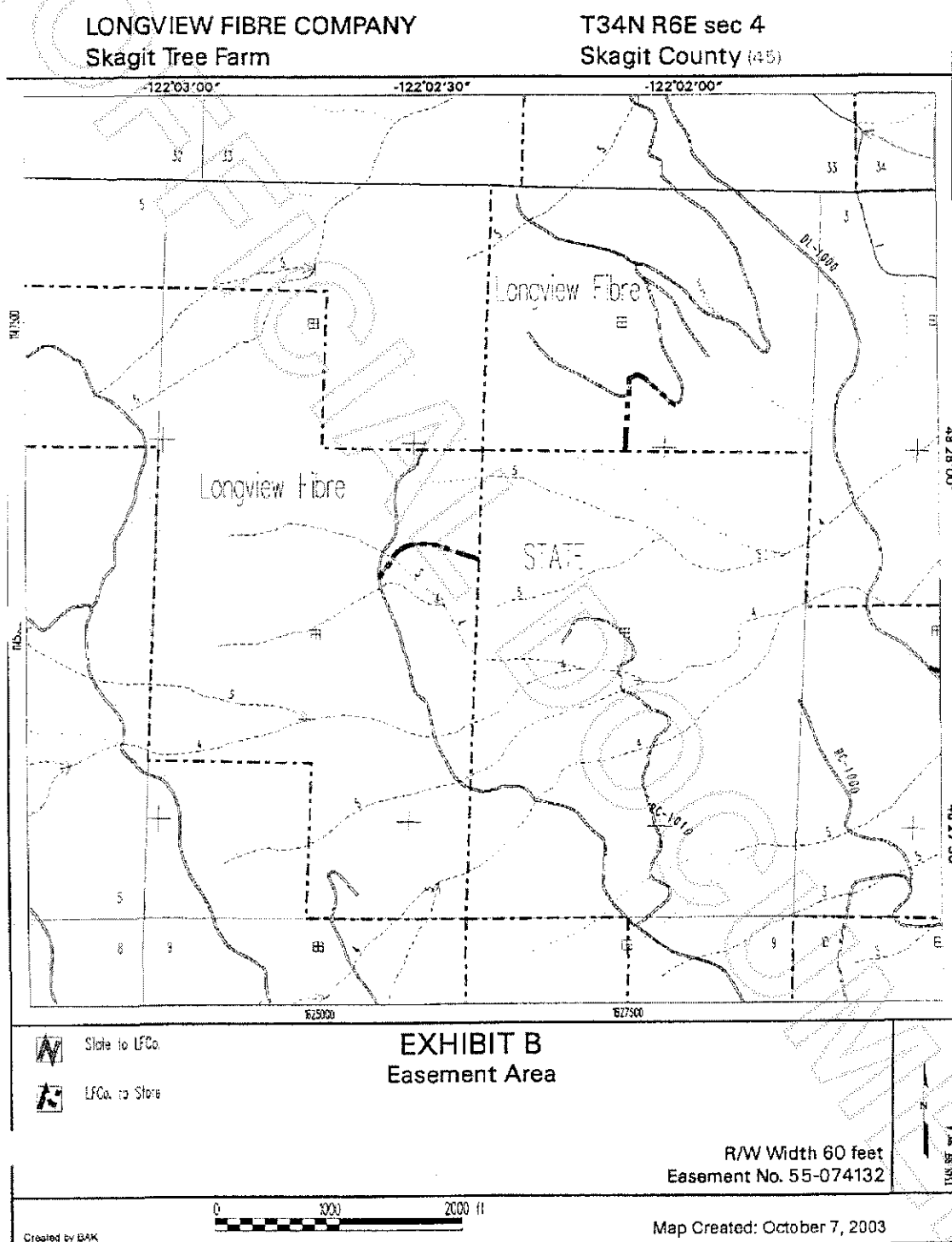
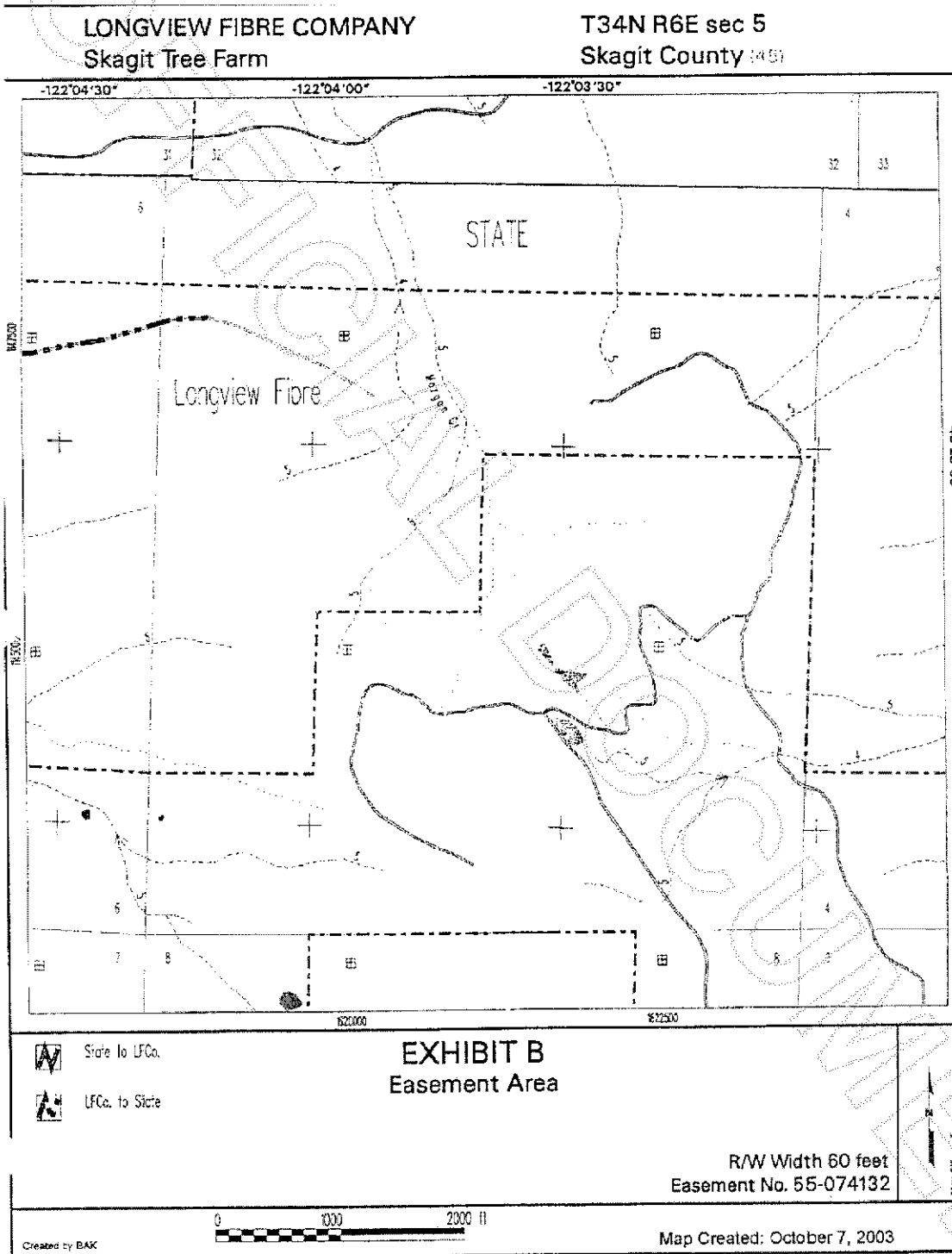


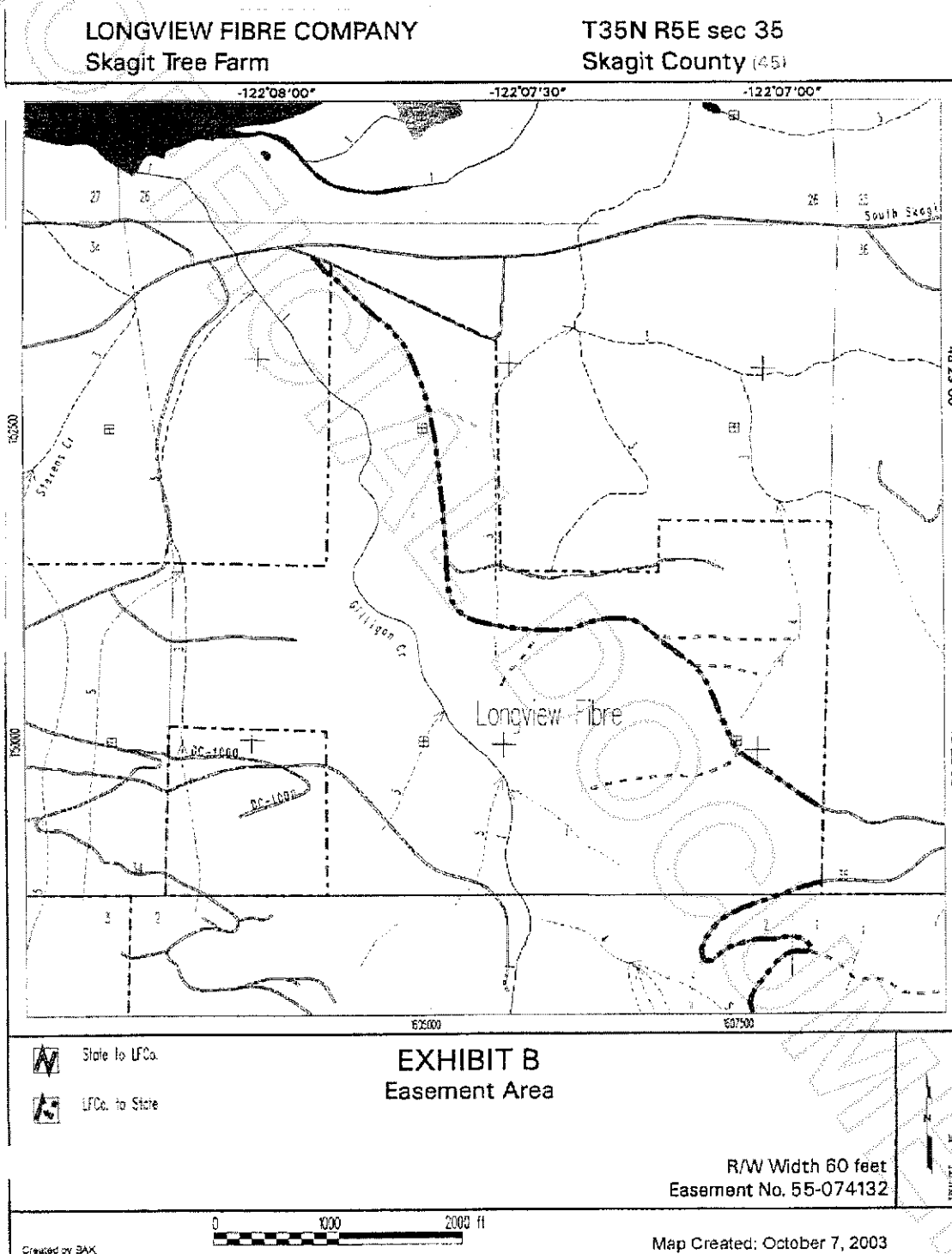
EXHIBIT B **Easement Area**



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Skagit County Auditor

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EXHIBIT B Easement Area



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Skagit County Auditor

EXHIBIT B
Easement Area

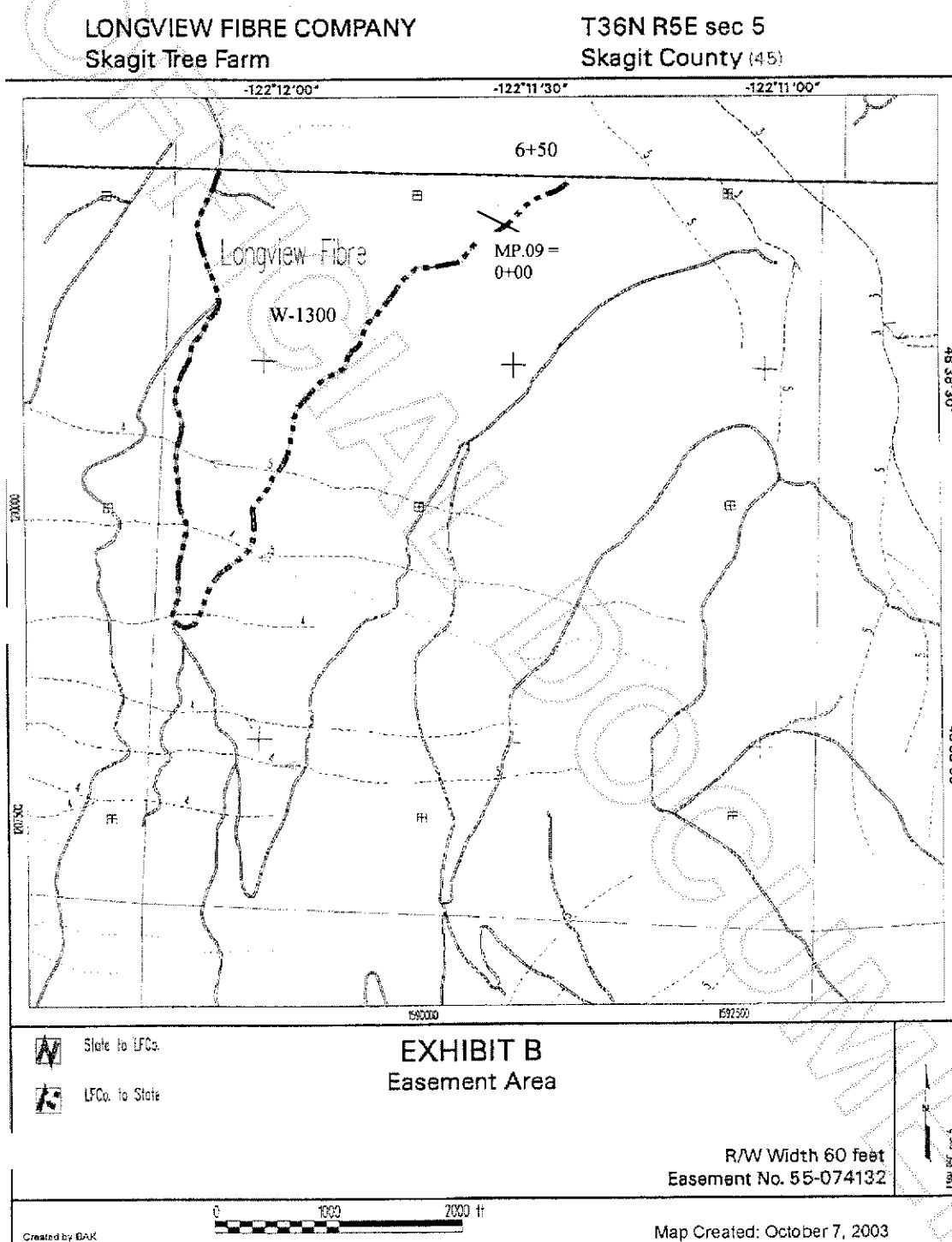
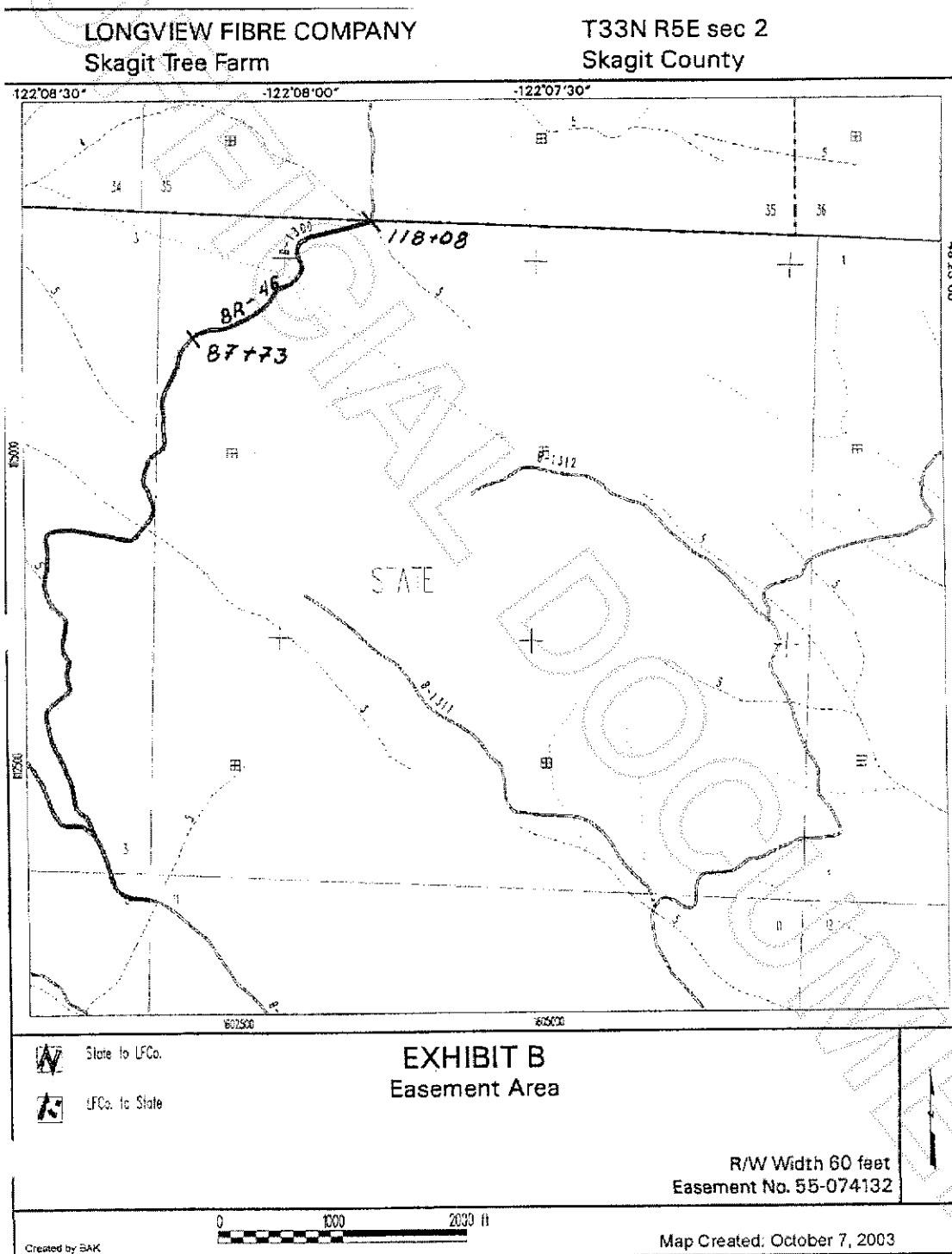


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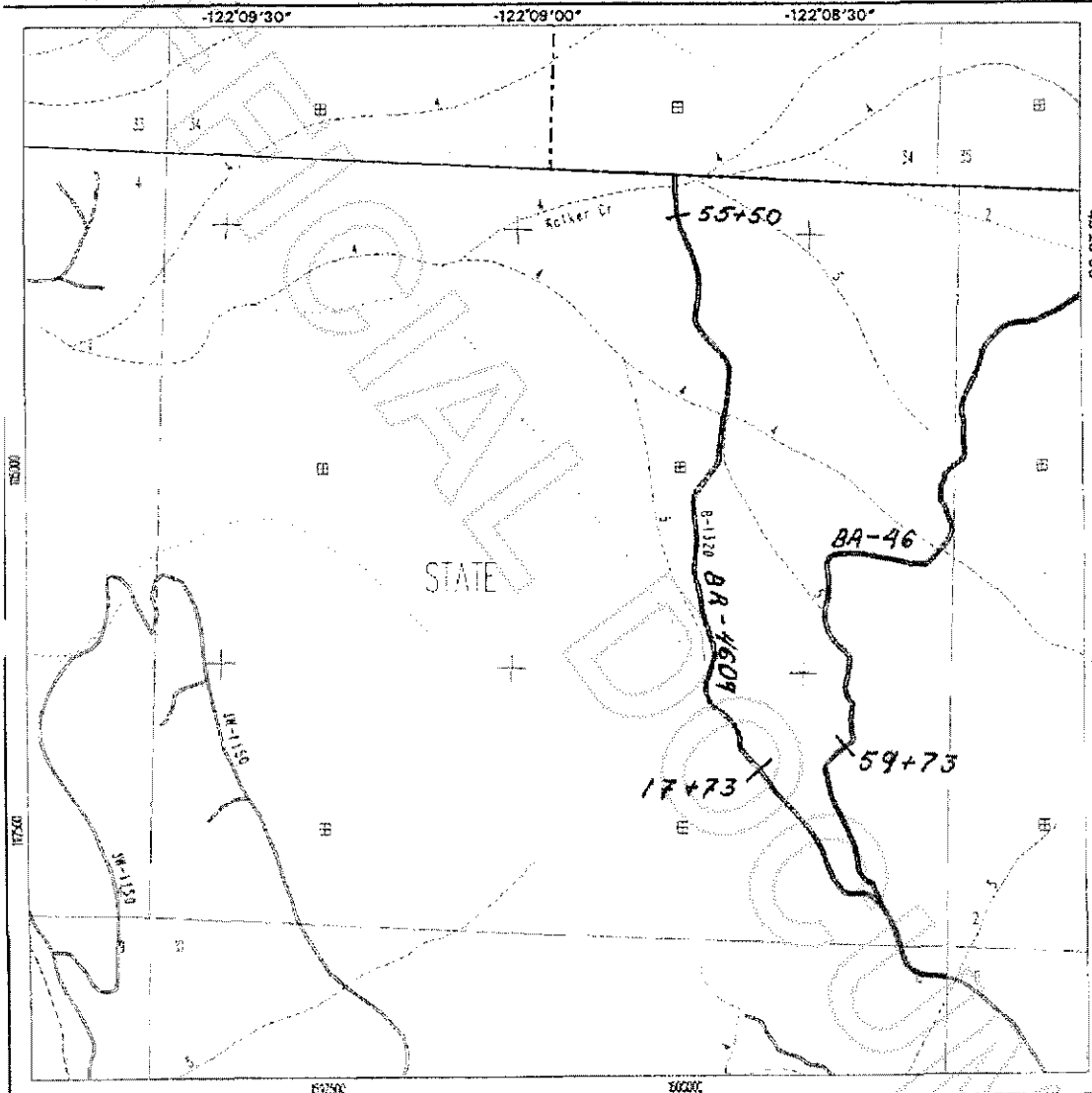


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Skagit County Auditor

EXHIBIT B
Easement Area

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T33N R5E sec 3
Skagit County



State to LFCo.



LFCo. to State

EXHIBIT B
Easement Area

R/W Width 60 feet
Easement No. 55-074132

Created by BAK



M

October 7, 2003



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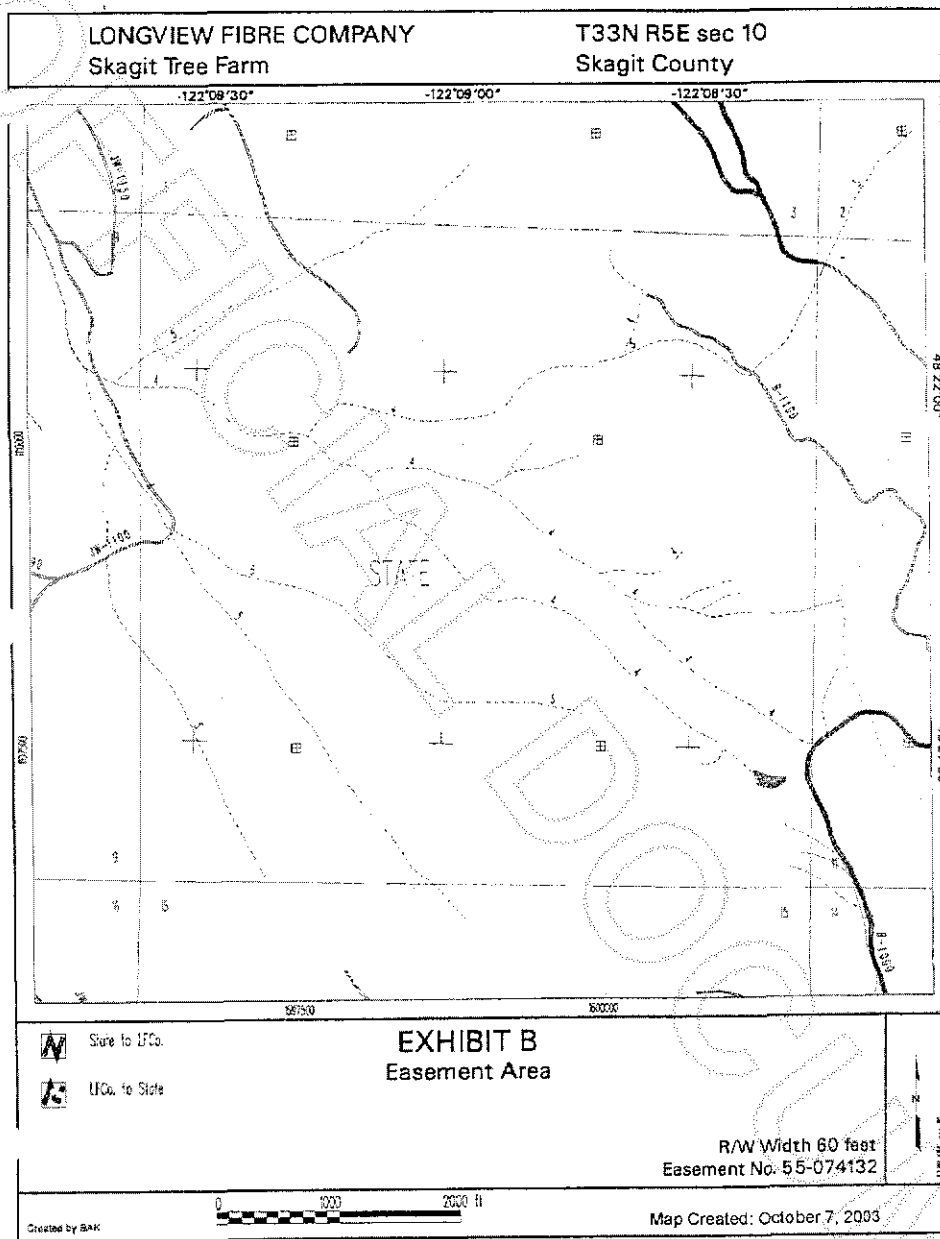
Skagit County Auditor

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EXHIBIT B **Easement Area**



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Skagit County Auditor

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EXHIBIT B
Easement Area

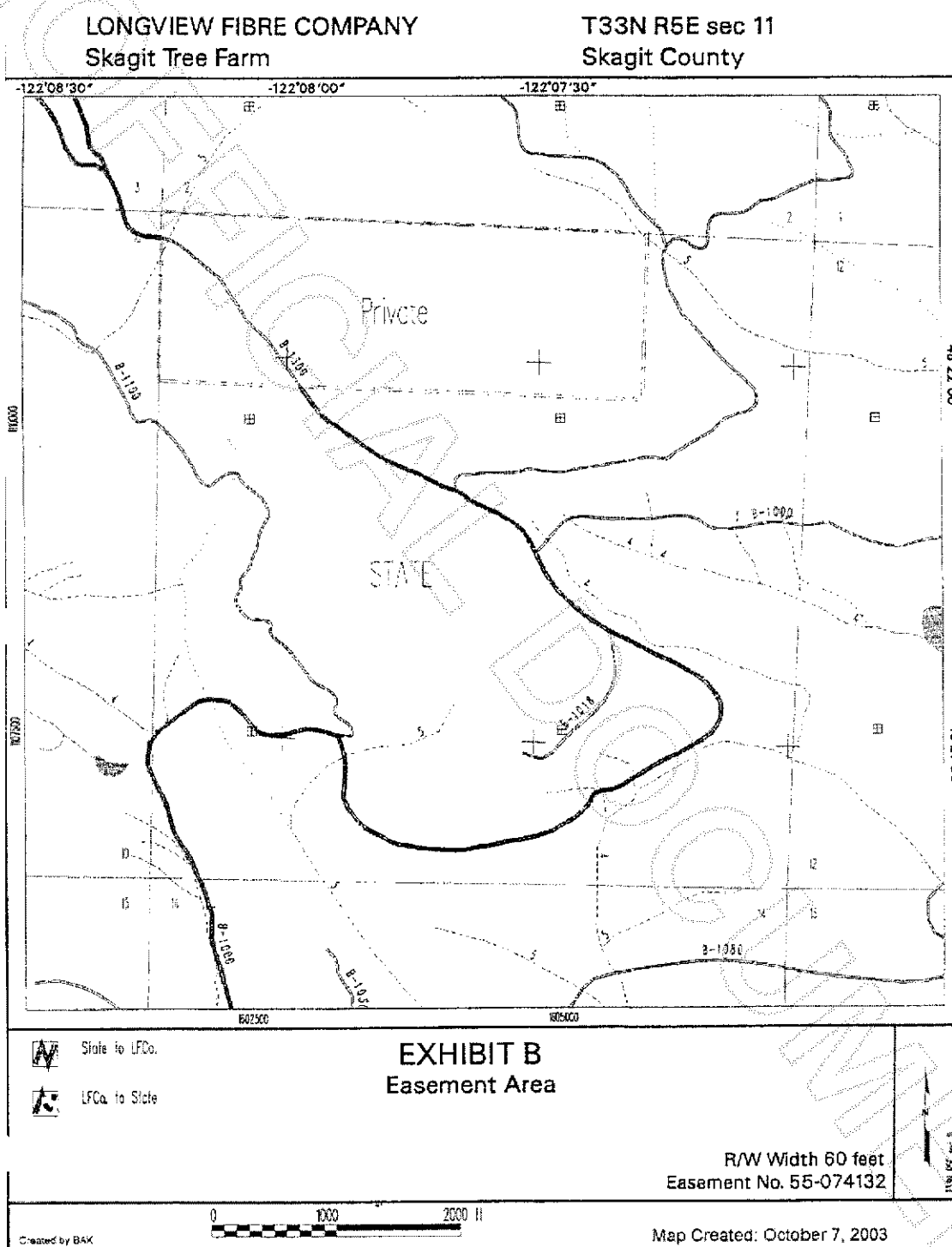
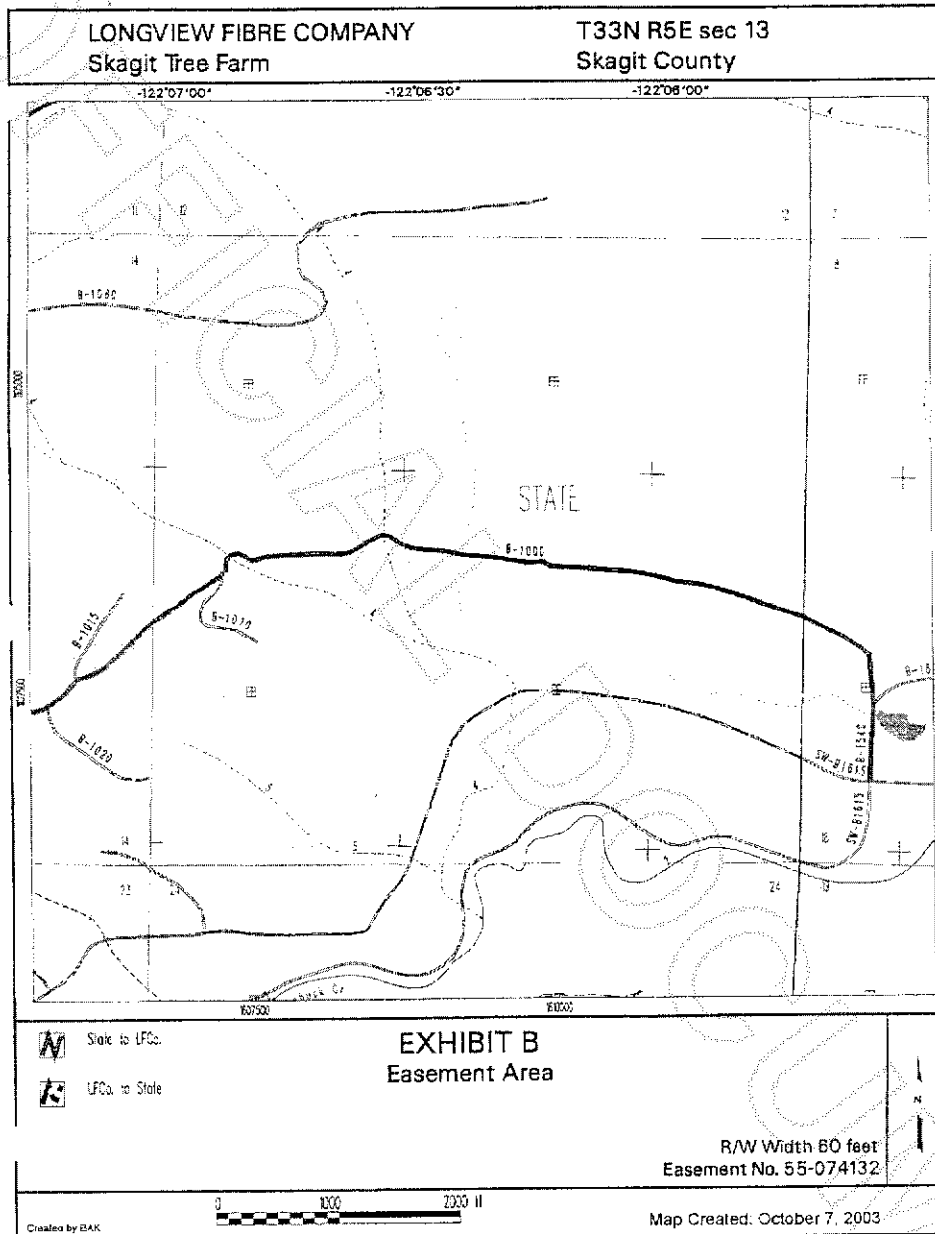


EXHIBIT B **Easement Area**



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Skagit County Auditor

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T33N R5E sec 14
Skagit County

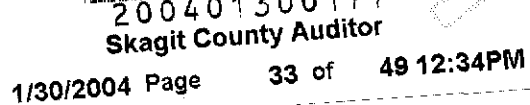
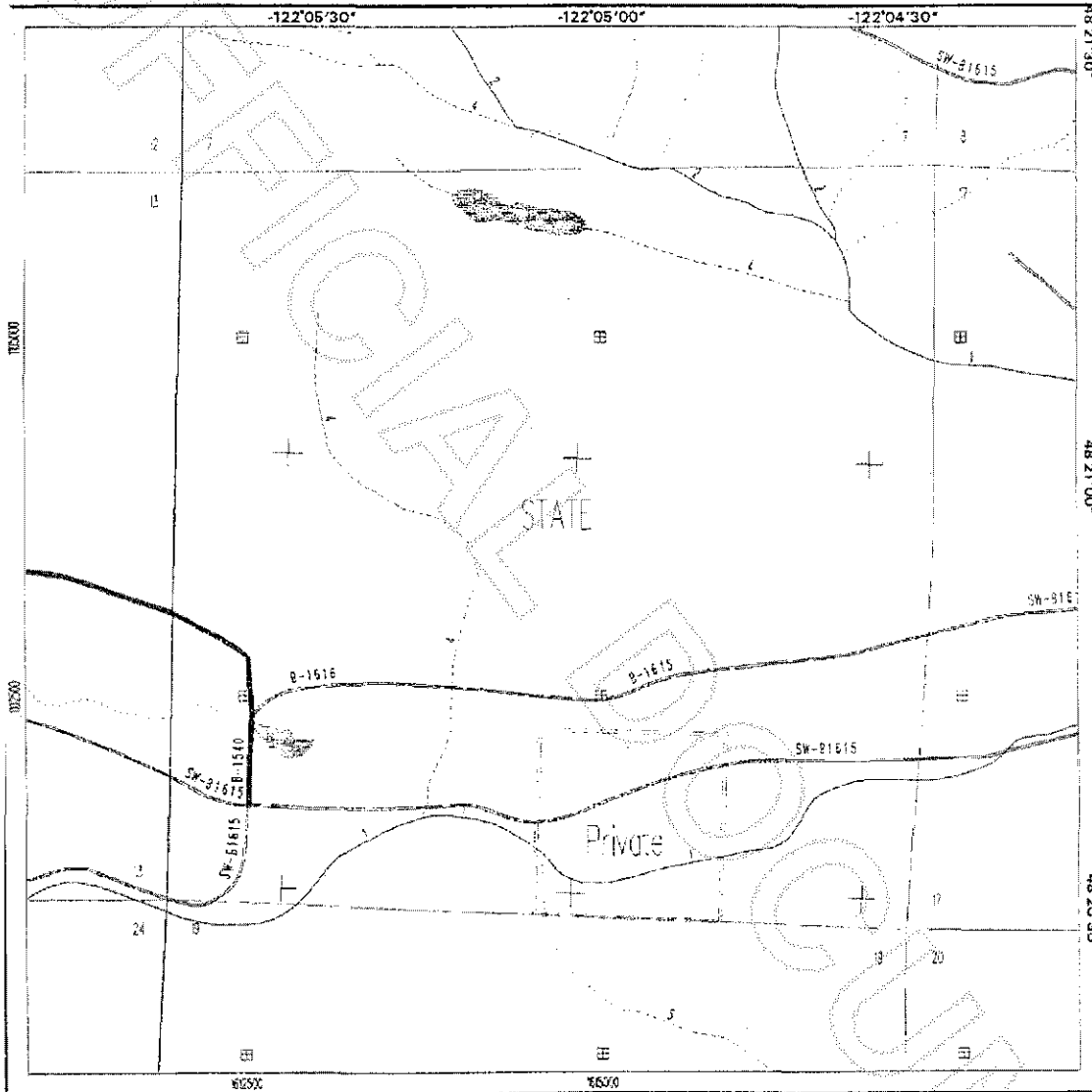


EXHIBIT B
Easement Area

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T33N R6E sec 18
Skagit County





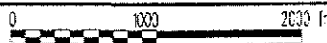
 State to LFCo.
 LFCo. to State

EXHIBIT B
Easement Area

R/W Width 60 feet
Easement No. 55-074132

Created by SAK



Map Created: October 7, 2003

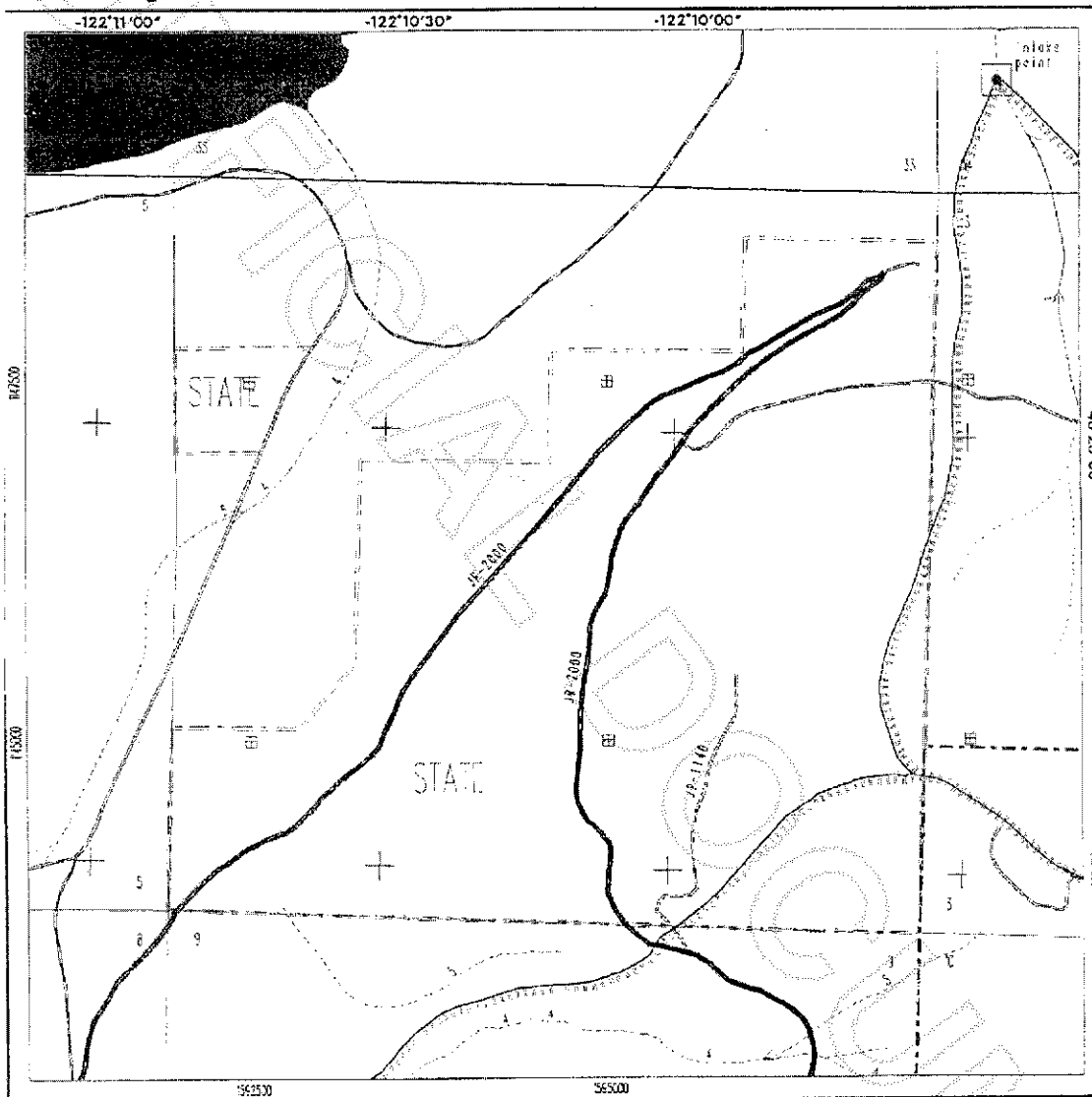


200401300177
Skagit County Auditor

EXHIBIT B Easement Area

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T34N R5E sec 4
Skagit County

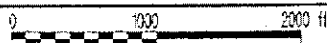


- State
- State to LFCo.
- LFCo. to State

EXHIBIT B Easement Area

R/W Width 60 feet
Easement No. 55-074132

Created by BAK



Map Created: October 7, 2003



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Skagit County Auditor

EXHIBIT B
Easement Area

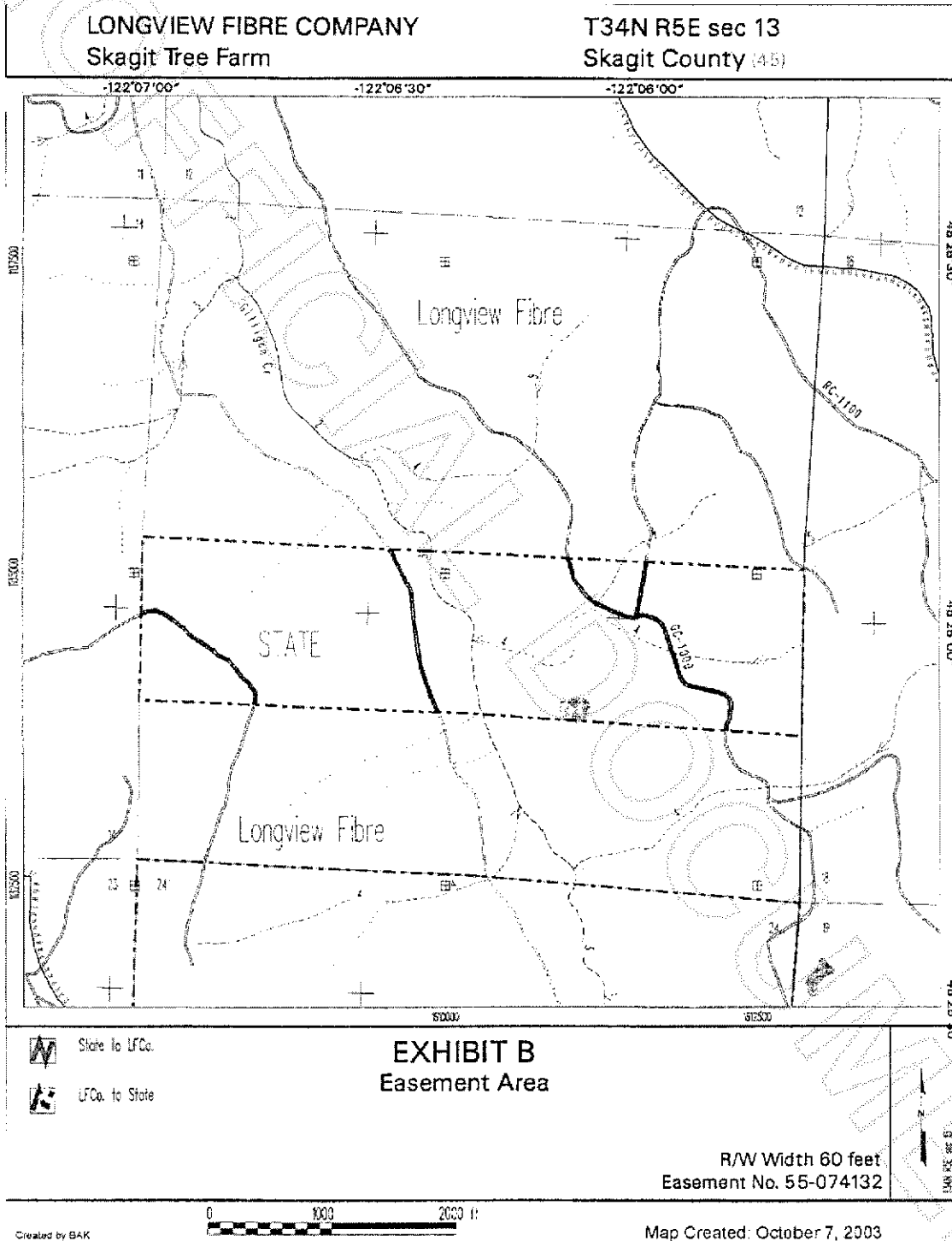
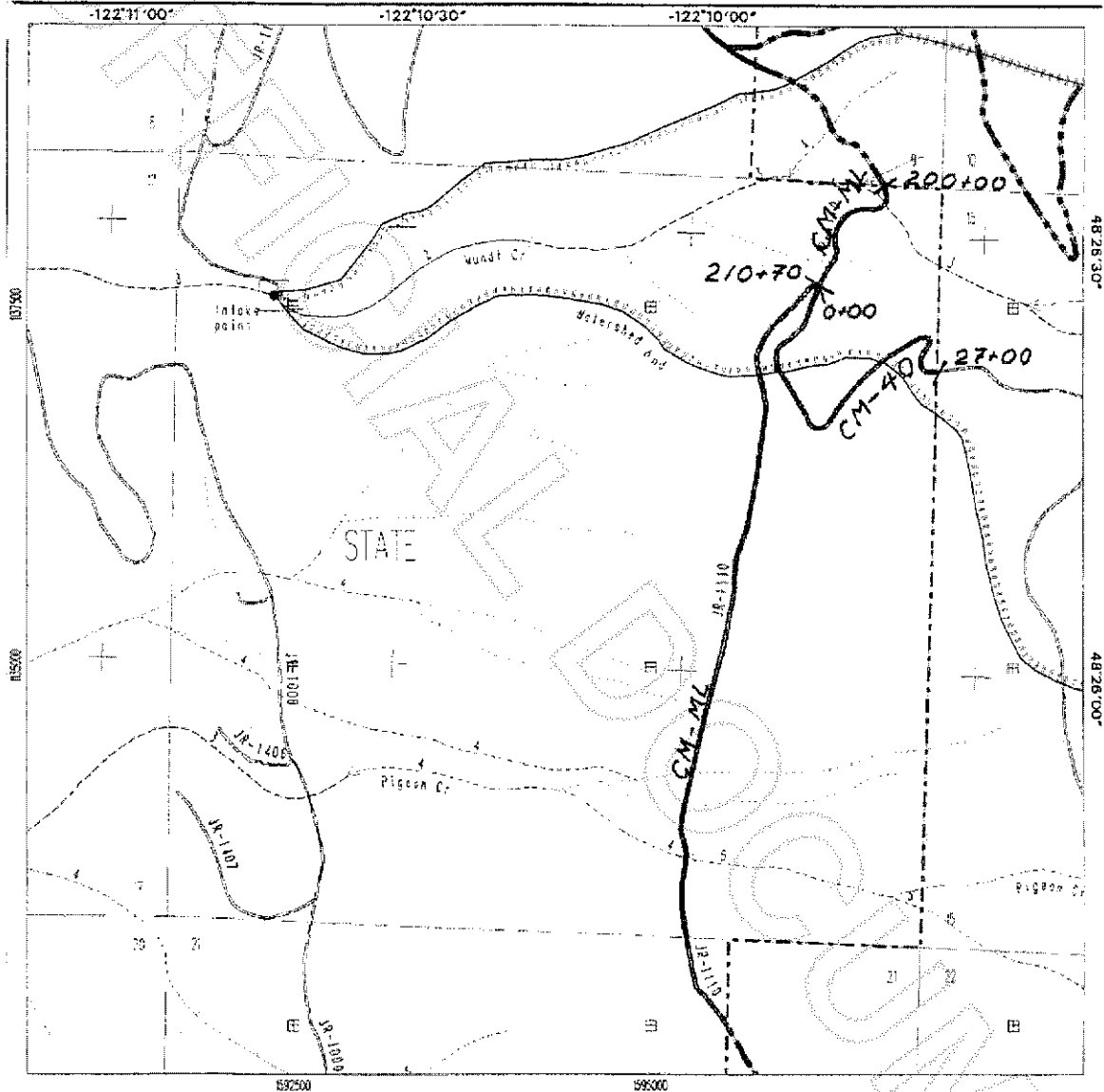


EXHIBIT B **Easement Area**

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T34N R5E sec 16
Skagit County



State to LFCo.



LFCo. to State

EXHIBIT B **Easement Area**

R/W Width 60 feet
Easement No. 55-074132

Created by BAK

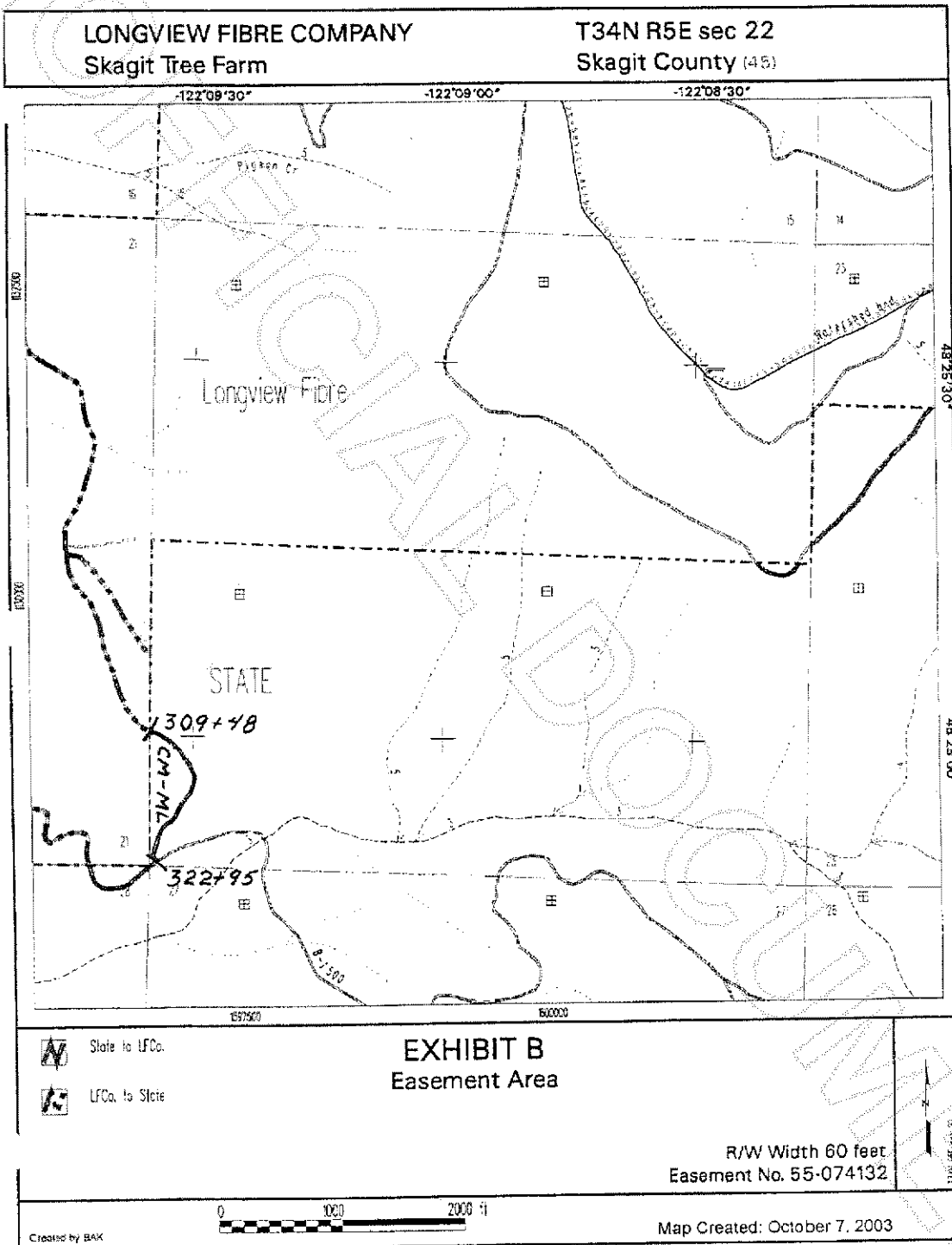


Map Created: October 7, 2003



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Skagit County Auditor

EXHIBIT B **Easement Area**



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Skagit County Auditor

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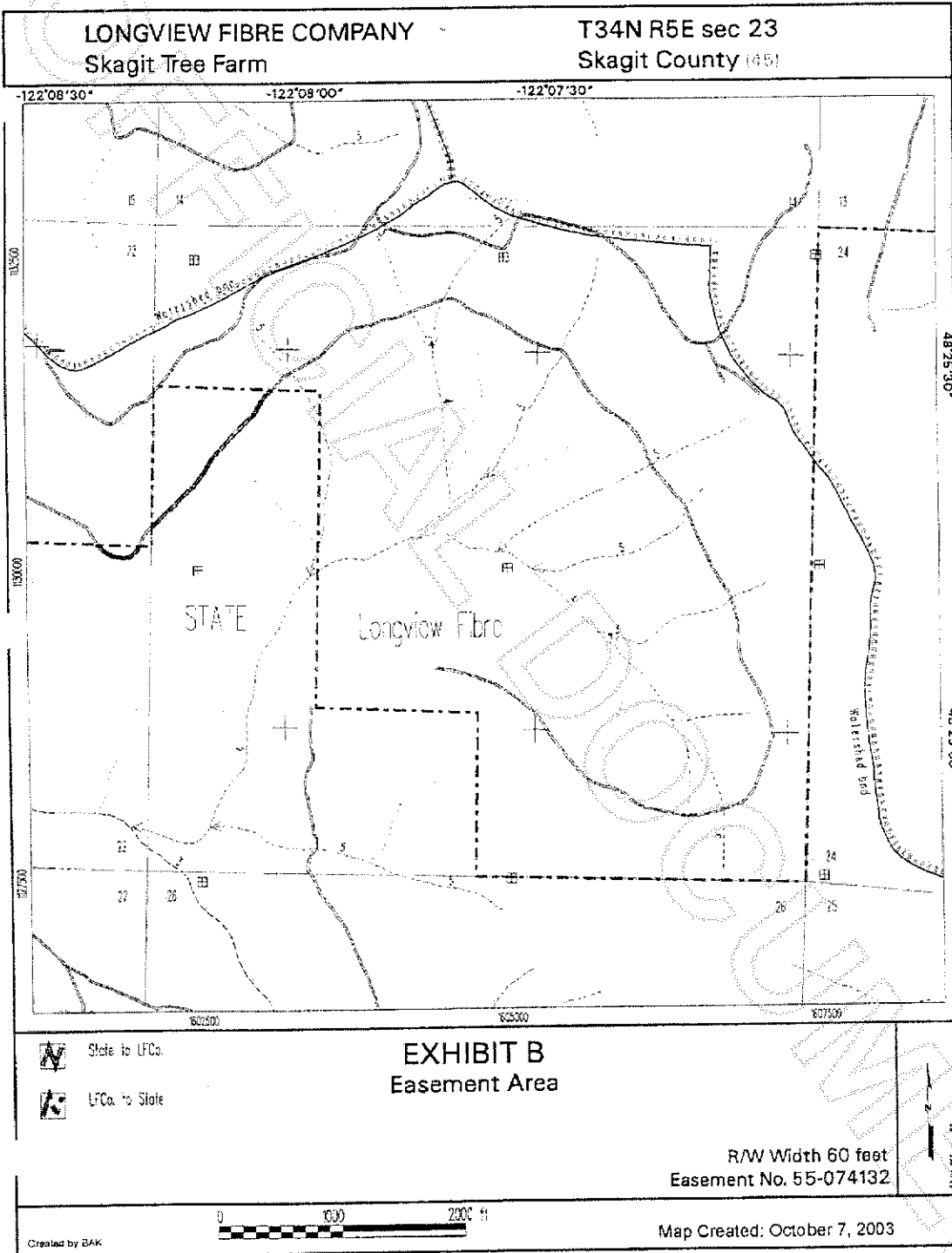


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Easement Area

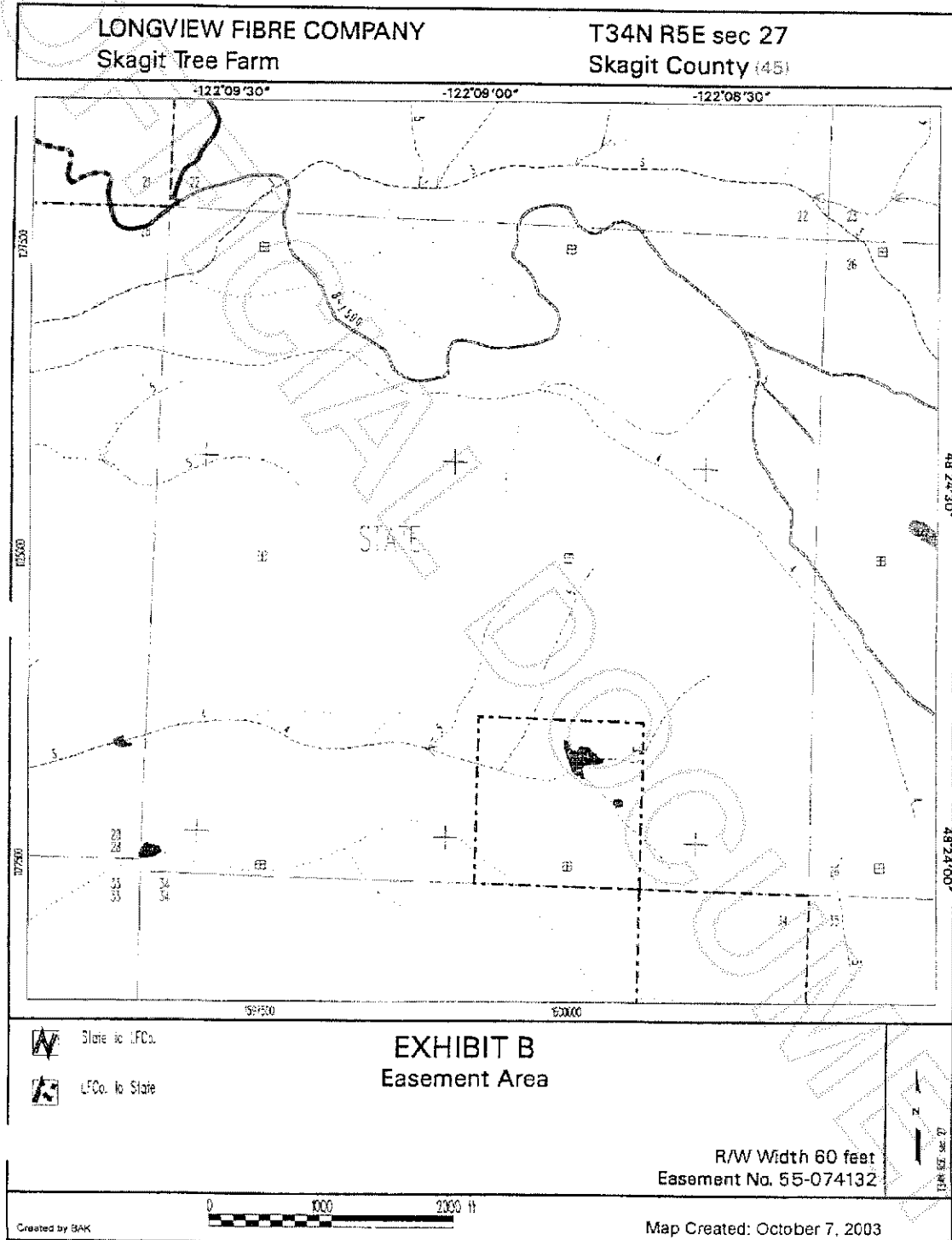
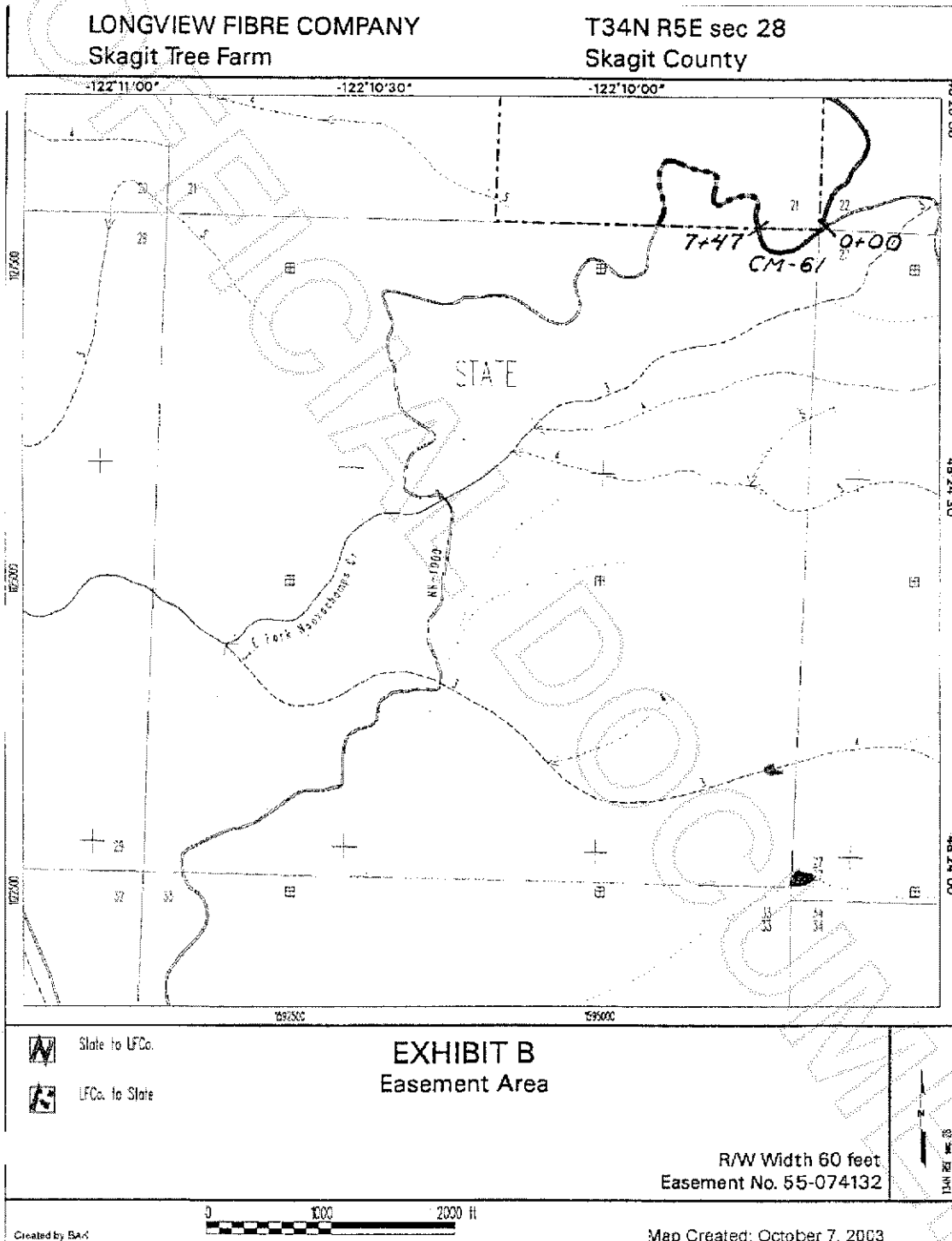


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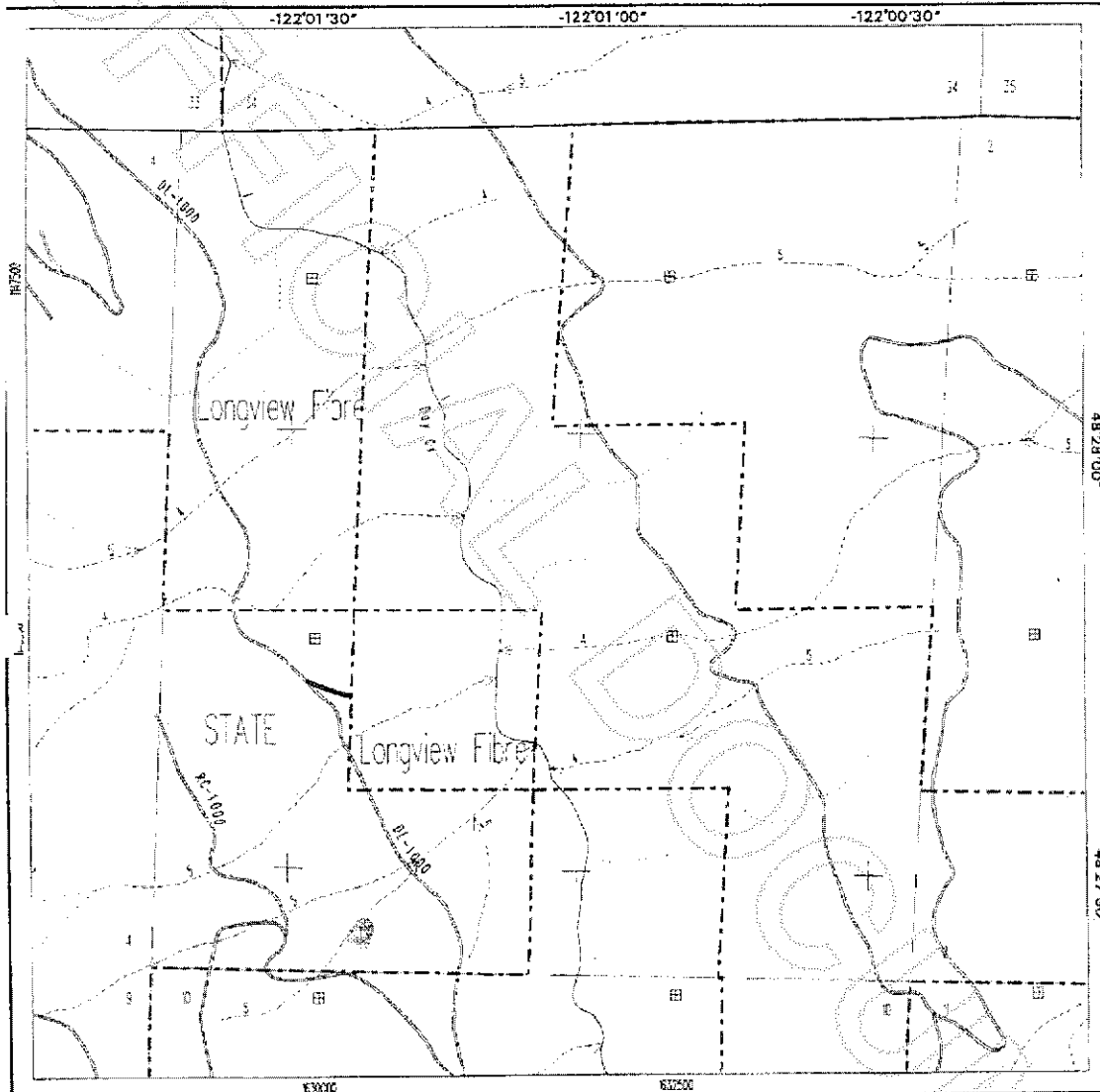
200401300177

Skagit County Auditor

EXHIBIT B **Easement Area**

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T34N R6E sec 3
Skagit County (48)





 State to LFCo.
 LFCo. to State

EXHIBIT B **Easement Area**

R/W Width 60 feet
Easement No. 55-074132

Created by SAK



Map Created: October 7, 2003



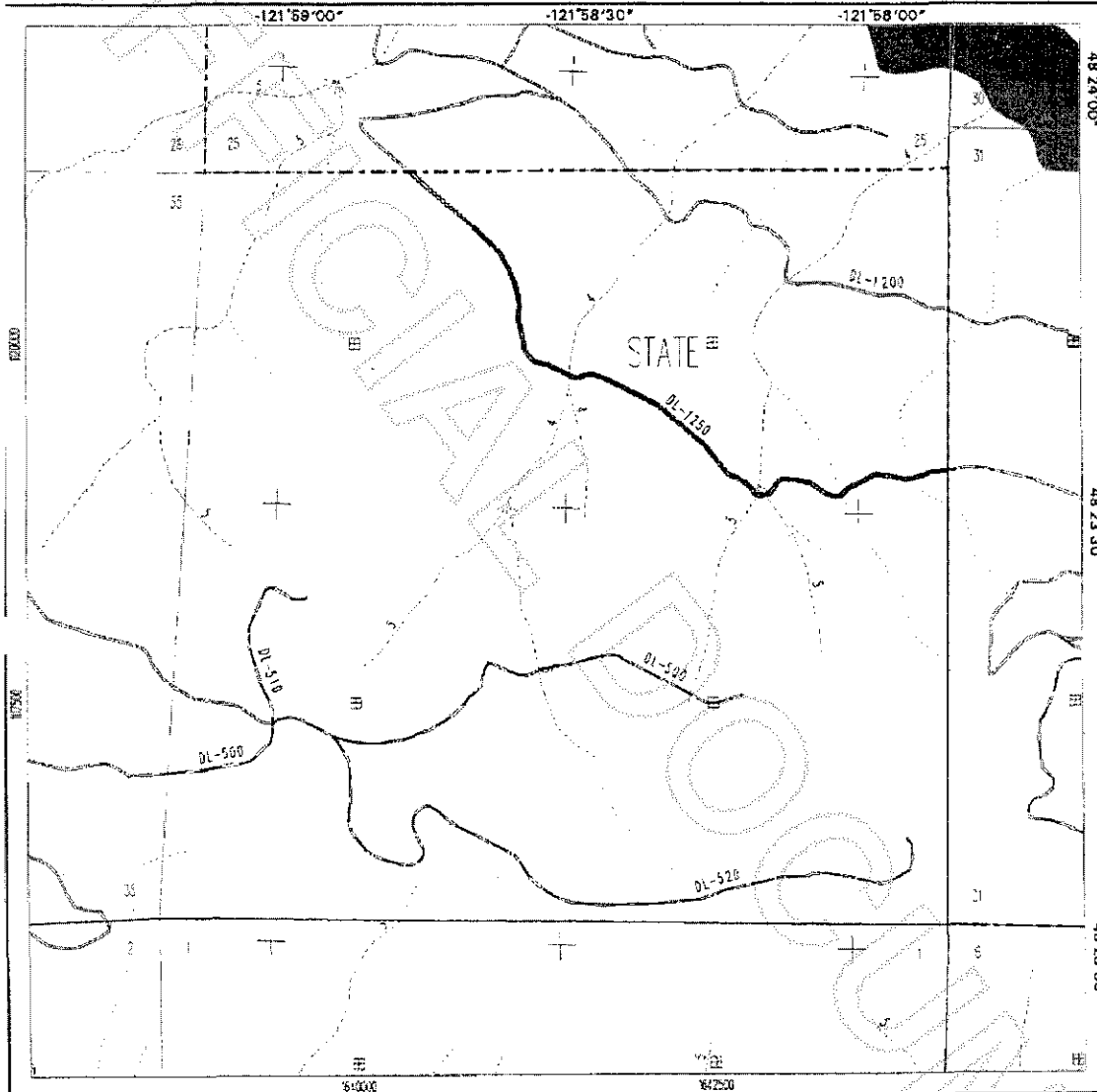
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Skagit County Auditor

EXHIBIT B
Easement Area

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T34N R6E sec 36
Skagit County





 State to LFCo.
 LFCo. to State

EXHIBIT B
Easement Area

R/W Width 60 feet
Easement No. 55-074132

Created by BAK



Map Created: October 7, 2003

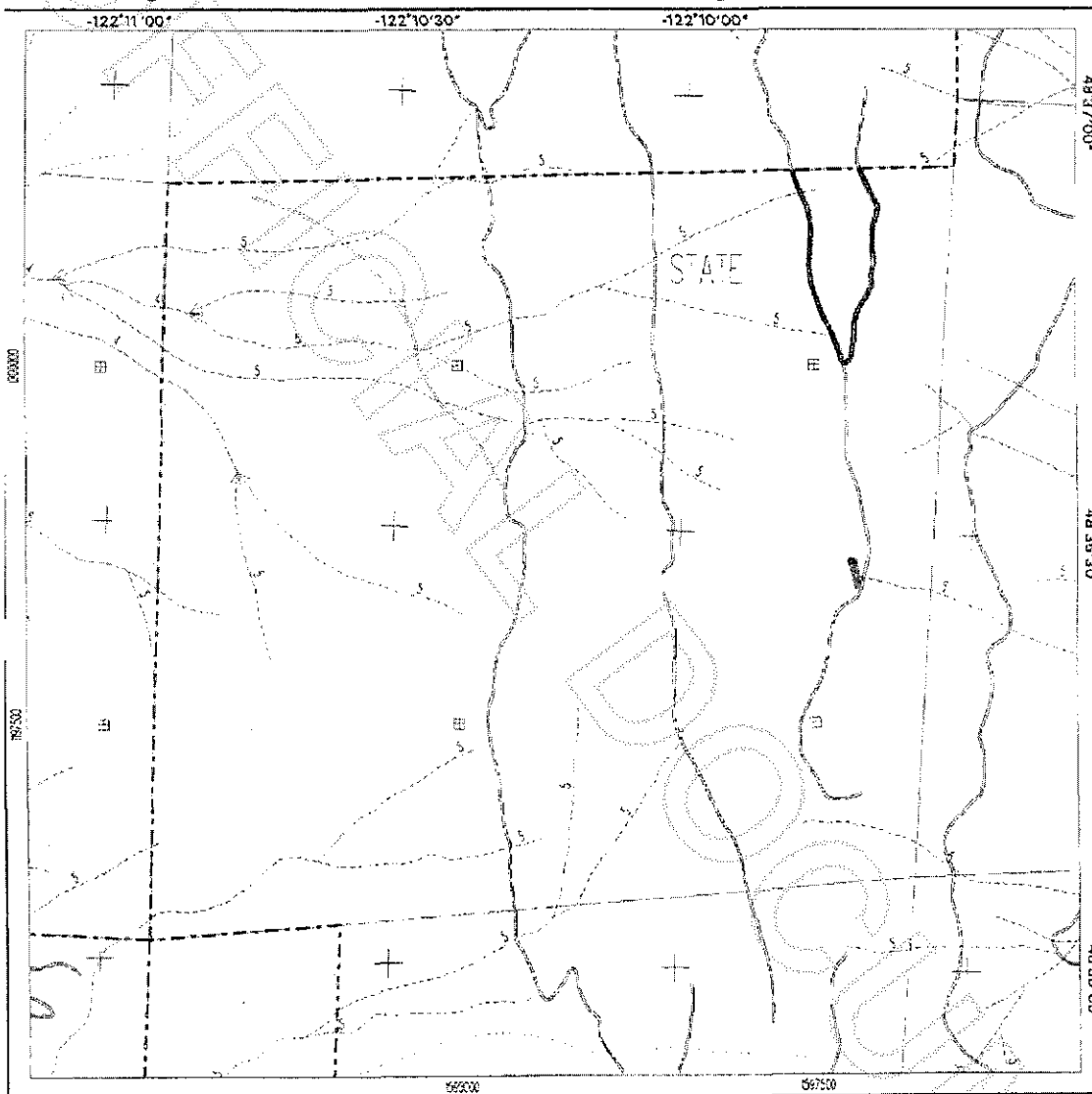


200401300177
Skagit County Auditor

EXHIBIT B
Easement Area

LONGVIEW FIBRE COMPANY
Skagit Tree Farm

T36N R5E sec 16
Skagit County



State to LFCo.



LFCo. to State

EXHIBIT B
Easement Area

R/W Width 60 feet
Easement No. 55-074132

Created by BAK



Map Created: October 7, 2003



200401300177
Skagit County Auditor

EXHIBIT C **Benefited Parcels**

State:

Sub-Division	Section	Township	Range
S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	2	34N	5E
N $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	3	34N	5E
SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$	9	34N	5E
E $\frac{1}{2}$	16	34N	5E
NW $\frac{1}{4}$ NE $\frac{1}{4}$	21	34N	5E
S $\frac{1}{2}$	22	34N	5E
S $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	23	34N	5E
W $\frac{1}{2}$ SW $\frac{1}{4}$	25	34N	5E
Whole Section	26	34N	5E
E $\frac{1}{2}$ (Exc.SW $\frac{1}{4}$ SE $\frac{1}{4}$), N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	27	34N	5E
NE $\frac{1}{4}$ NE $\frac{1}{4}$	28	34N	5E
NW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$	35	34N	5E
NW $\frac{1}{4}$	36	34N	5E
GL9, GL10, NW $\frac{1}{4}$ SE $\frac{1}{4}$	4	34N	6E
GL3, GL4	5	34N	6E
GL1	6	34N	6E
SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$	36	35N	5E
SW $\frac{1}{4}$ SW $\frac{1}{4}$	32	35N	6E
SE $\frac{1}{4}$	32	37N	5E



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**EXHIBIT C cont.
Benefited Parcels**

Exchanger:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
SW1/4, W1/2SE1/4, S1/2NW1/4	31	34N	7E
S1/2SE1/4	7	34N	6E
S1/2SW1/4	8	34N	6E
W1/2	17	34N	6E
Whole Section	18	34N	6E
Whole Section	19	34N	6E
S1/2SE1/4, SE1/4SW1/4, NE1/4SW1/4	12	34N	5E
NE1/4, NE1/4NW1/4, S1/2S1/2	13	34N	5E
S1/2S1/2	3	34N	5E
E1/2SE1/4	9	34N	5E
Whole Section	10	34N	5E
W1/2W1/2, SE1/4SW1/4	11	34N	5E
NW1/4, W1/2SW1/4	14	34N	5E
Whole Section	15	34N	5E
E1/2E1/2, SW1/4SE1/4	21	34N	5E
N1/2	22	34N	5E
SE1/4, NE1/4SW1/4, SE1/4NE1/4, W1/2NE1/4, NW1/4NW1/4,			
E1/2NW1/4	23	34N	5E
SW1/4SE1/4	27	34N	5E
NE1/4NE1/4, SE1/4	34	34N	5E
Whole Section (Exc. NW1/4NW1/4, NE1/4NE1/4)	35	34N	5E
NE1/4SW1/4	3	34N	6E
E1/2SE1/4, SE1/4NE1/4	9	36N	5E



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EXHIBIT D

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.. 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.
4. If road construction of the CM-ML road from station 309+48 to 322+95 and the CM-61 road from station 0+00 to 7+47 is to take place between February 1 and August 31, Exchanger shall give the State 30 days advance notice in order for State to conduct a survey to determine if goshawks have nesting activity within .55 mile.

EXHIBIT E OPERATIONAL REQUIREMENTS

1. **Weed Control on State's Easement Area.** All methods of chemical weed control on State Land shall be reported to State at the region office within 30 days after the weed control activities. No aerial spraying is permitted on State land without prior approval by State.
2. **See Attachment:** DNR and Longview Fibre Company Easement Exchange Site-Specific Operational Requirements (Road Construction) 6/6/2002. Attached as Exhibit F.



EXHIBIT F
DNR and Longview Fibre Company Easement Exchange
Site-Specific Operational Requirements (Road Construction)
06/06/2002

Project	Road #	Station		Resp. Party	Completion Date	Landowner
		From	To			
Cultus Mt. Road Const. Part1	CM-ML	188+01	200+00	Fibre	Oct-04	Fibre
Cultus Mt. Road Const. Part1	CM-ML	200+00	210+70	Fibre	Oct-04	DNR
Cultus Mt. Road Const. Part1	CM-40	0+00	27+00	Fibre	Oct-04	DNR
Cultus Mt. Road Const. Part2	CM-ML	210+70	268+21	Fibre	Oct-04	DNR
Cultus Mt. Road Const. Part3	CM-ML	268+21	309+48	Fibre	Oct-04	Fibre
Cultus Mt. Road Const. Part3	CM-ML	309+48	322+95	Fibre	Oct-04	DNR
Cultus Mt. Road Const. Part3	CM-61	0+00	7+47	Fibre	Oct-04	DNR
Cultus Mt. Road Const. Part3	CM-61	7+47	25+55	Fibre	Oct-04	Fibre
Cultus Mt. Road Const. Part4	CM-55	0+00	11+08	Fibre	Oct-04	Fibre
Cultus Mt. Road Const. Part5	CM-35	122+88	145+61	Fibre	Oct-04	Fibre
Gilligan Creek	GC-45	0+00	11+82	Fibre	Oct-05	Fibre
Bear Creek Construction	BR-46	87+73	118+08	Fibre	Oct-04	DNR
Wickersham	W-1300 (MP.09)	0+00	6+50	DNR	Oct-05	Fibre

Other Conditions:

- For roads constructed by Fibre on DNR land, a preconstruction meeting (prework) will be held with Local DNR Engineer, Fibre Rep, and Road Builder prior to beginning construction. Specific road construction plans (as listed above) are on file at the NW region office.
- Responsible party will obtain necessary permit (FPA, HPA).
- All constructed roads will meet or exceed Forest Practice Standards.
- Completion dates may be changed upon mutual agreement of both parties.

