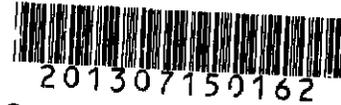


When recorded return to:
Washington State Department of Natural Resources
Attn: Jamie Hitt
Northwest Region Office
919 N. Township St.
Sedro Woolley, WA 98284

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20132751
JUL 15 2013

Amount Paid \$ 476.13
Skagit Co. Treasurer
By *mlm* Deputy



Skagit County Auditor
7/15/2013 Page 1 of 43 2:10PM \$114.00

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands

EASEMENT EXCHANGE

Grantor(s): STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES and LONGVIEW
TIMBERLANDS, LLC

Grantee(s): LONGVIEW TIMBERLANDS, LLC and STATE OF WASHINGTON, DEPARTMENT OF
NATURAL RESOURCES

Legal Description: See Exhibit A 01 - 33 - 07

Assessor's Property Tax Parcel or Account Number: See Exhibit A

Cross Reference: Skagit County AFN File Nos. 8109280004, 8109250005

DNR Easement Nos. 50-088709, 55-088708

This Agreement is between LONGVIEW TIMBERLANDS, LLC, a Delaware limited liability
company, herein called "Exchanger" and the STATE OF WASHINGTON, acting by and
through the Department of Natural Resources, herein called "State" dated as of _____
June 26, 2013 "Effective Date":

Consideration. In addition to the conveyance of easements, Exchanger shall pay TWO
HUNDRED NINE THOUSAND ONE HUNDRED SEVENTY ONE AND NO/100
DOLLARS (\$209,171.00) in U.S. currency to State prior to or concurrent with executing this
Agreement.

Relinquishments.

- A. On July 14, 1981 GEORGIA-PACIFIC CORPORATION, predecessor in
interest to Exchanger, granted State a permanent easement over and across the
SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13; the N $\frac{1}{2}$ NE $\frac{1}{4}$, Section 23; and the S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ of
Section 24 all in Township 33 North, Range 7 East, W.M., Skagit County, which
was recorded in the records of Skagit County, Washington on September 28, 1981
under Auditors File No. 8109280004 (hereafter First Easement).

B. On July 14, 1981 GEORGIA-PACIFIC CORPORATION, predecessor in interest to Exchanger, granted State a permanent easement over and across the SW¼SE¼ of Section 13; the E½ NE¼ of Section 23; the N½N½, SW¼NW¼ of Section 24 all in Township 33 North, Range 7 East, W.M., Skagit County, which was recorded in the records of Skagit County, Washington on September 25, 1981 under Auditors File No. 8109250005 (hereafter Second Easement).

This Agreement replaces in their entirety the First Easement and Second Easement, Accordingly, the State hereby relinquishes and quitclaims all its rights and interest in and to the First and Second Easement, and the parties thereto shall have no further obligations to each other under such easements, other than obligations that by their terms survive the termination of such easements.

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 easements to be sixty (60) feet in width running thirty (30) feet on each side of a center line of existing roads and roads to be constructed, each approximately as shown on Exhibit B (hereafter individually "Exchanger Easement Area" and "Exchanger 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 and Snohomish Counties legally described as set forth in Exhibit A, said easements to be sixty (60) feet in width running thirty (30) feet on each side of the center line of existing roads located approximately as shown on Exhibit B, except that the easement granted over that segment of existing road in Section 9 of Township 32 North, Range 7 East, W.M., Snohomish County, legally described as set forth in Exhibit A, shall be thirty (30) feet in width running fifteen (15) feet on each side of the center line of the road located approximately as shown on Exhibit B-25, (hereafter individually "State Easement Area" and "State Road").

The State Easement Area and Exchanger Easement Area are collectively "Easement Areas". The State Road and Exchanger Road are collectively "Roads".

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 uses shall include the right to travel, maintain, repair, construct or reconstruct the Roads 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 and Snohomish Counties legally described as set forth in Exhibit C (hereafter Benefited Parcels); *Provided*, however, that either party may add after acquired property as a Benefited Parcel, subject to agreement between the parties pertaining to re-allocation of easement costs pertaining to such after acquired property, in which case the parties shall cause to be executed and recorded an amendment to this Agreement adding such after acquired property as a Benefitted Parcel listed on Exhibit C.

Reservations. Each party reserves to itself all of its rights incident to fee ownership of the Easement Areas on their respective lands and the profits thereon (including timber) and the right of use for any purpose, including but not limited to (i) the right to remove profits within the Easement Areas on its land, (ii) the right at all times to cross and re-cross the Easement Areas on its land at any place on grade or otherwise, and (iii) the right to use, maintain, patrol, reconstruct or repair the Easement Areas on its lands so long as it does not unreasonably interfere with the rights granted herein. Each party may grant to third parties any and all rights reserved on its land.

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 and subcontractors, 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 or omission of the easement holder. Restrictions or requirements placed on the easement holder herein shall apply equally to the easement holder's 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 practices 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 Roads arising out of the easement holder's or its Permittees' 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 State 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 State Easement Area.

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 E. Non-compliance with these requirements shall constitute a breach of this Agreement and may result in the fee owner requiring the easement holder to suspend operations until the breach is remedied.

Construction/Operation Plan(s). Pre-Construction. Thirty (30) days prior to any



construction or reconstruction of a Road 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 to be performed for approval by the fee owner, which approval shall not be unreasonably withheld. All construction and reconstruction shall 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 Roads on the fee owners lands to be used, the approximate dates when such use will begin and end, 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 portion of the Easement Area belonging to the other party, 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 portion of the Easement Area belonging to the other party, 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 (MTCRA 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 Department of Natural Resources regulations pertaining to preservation of such monuments and reference points promulgated under RCW 58.24.



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 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 Permittees to obtain while operating on the Easement Areas, the following liability insurance policies, insuring Exchanger against liability arising out of its operations, including use of vehicles. In addition State shall require its Permittees 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 Permittees of Exchanger and State must comply with all State of Washington workers' compensation statutes and regulations.

All insurance shall be purchased on an occurrence basis and shall 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 Exchanger's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved in advance by the Risk Manager for the State. Any exception to the State's obligation to provide and maintain insurance (including its Permittees) shall be reviewed and approved by the Exchanger. If an insurer is not admitted to do business in the State of Washington, 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 required by this Agreement.

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 State's easement number. Before using any said rights granted herein, State shall furnish, Exchanger with certificates of insurance, executed by a duly authorized representative of the State, 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 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 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 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 Agreement.

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 Agreement.

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

Northwest Region
919 N. Township St.
Sedro Woolley, WA 98284

Fax No. 360-856-2150

To Exchanger:
LONGVIEWTIMBERLANDS, LLC

P.O. Box 667
10 International Way
Longview, WA 98632

Fax No. 360-575-5932



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.

LONGVIEW TIMBERLANDS, LLC

Dated: June 20, 2013.

By: *Chris Lipton*
Title: *Genl Chief Forester*

PO Box 667
10 International Way
Longview, WA 98632
360-442-4350

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: June 26, 2013.

Peter Goldmark
PETER GOLDMARK
Commissioner of Public Lands

PO Box 7000
1111 Washington Street SE
Olympia, WA 98504-7000

Affix Seal of Commissioner
of Public Lands

Approved as to Form only
this 23 day of May, 2013
by Adrienne Smith
Assistant Attorney General
for the State of Washington



Skagit County Auditor
7/15/2013 Page 10 of 43 \$114.00
2:10PM

REPRESENTATIVE ACKNOWLEDGEMENT

State of Washington

County of Cowlitz

I certify that I know or have satisfactory evidence that Chris Lipton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the WAGM / Chet Forestis (type of authority) of Longview Timberlands LLC, a Delaware limited liability company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-20-13

Cynthia Ann Thomas
(Signature)

(Seal or stamp)



Cynthia Ann Thomas
(Print Name)

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

My appointment expires 9-13-14

STATE ACKNOWLEDGEMENT

State of Washington

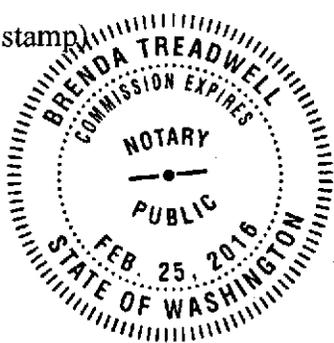
County of Thurston

I certify that I know or have satisfactory evidence that PETER GOLDMARK 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: 6/26/2013

Brenda Treadwell
(Signature)

(Seal or stamp)



Brenda Treadwell
(Print Name)

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

My appointment expires 2/25/2016



**EXHIBIT A
Burdened Parcels**

EXCHANGER – LONGVIEW TIMBERLANDS, LLC

Township 33 North, Range 7 East, W.M., Skagit County

<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
1	SW ¹ / ₄ NW ¹ / ₄ , NW ¹ / ₄ SW ¹ / ₄	18501
2	GL's 1-4, S ¹ / ₂ NE ¹ / ₄ , S ¹ / ₂ NW ¹ / ₄ , NW ¹ / ₄ SW ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄ , S ¹ / ₂ SE ¹ / ₄	18502
3	NE ¹ / ₄ SE ¹ / ₄	18503
8	W ¹ / ₂ SW ¹ / ₄	18511
10	E ¹ / ₂ SE ¹ / ₄	18514
11	NE ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , N ¹ / ₂ SW ¹ / ₄ , NW ¹ / ₄ SE ¹ / ₄	18515
12	W ¹ / ₂ NW ¹ / ₄	18516
13	SW ¹ / ₄ SE ¹ / ₄	18519
14	NW ¹ / ₄ NW ¹ / ₄ , W ¹ / ₂ SW ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄	18522
15	N ¹ / ₂ NE ¹ / ₄ , SE ¹ / ₄ NE ¹ / ₄ , W ¹ / ₂ NW ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , N ¹ / ₂ SW ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄ , N ¹ / ₂ SE ¹ / ₄ , SW ¹ / ₄ SE ¹ / ₄	18524
18	NW ¹ / ₄ NE ¹ / ₄ , E ¹ / ₂ NW ¹ / ₄ , E ¹ / ₂ SW ¹ / ₄ , W ¹ / ₂ SE ¹ / ₄	18527
19	E ¹ / ₂ SW ¹ / ₄	18529
21	NE ¹ / ₄ NE ¹ / ₄	18532
22	S ¹ / ₂ NE ¹ / ₄ , N ¹ / ₂ NW ¹ / ₄ , SE ¹ / ₄ NW ¹ / ₄ , E ¹ / ₂ SE ¹ / ₄	18536
23	N ¹ / ₂ NE ¹ / ₄ , SE ¹ / ₄ NE ¹ / ₄ , NE ¹ / ₄ NW ¹ / ₄ , N ¹ / ₂ S ¹ / ₂ , SW ¹ / ₄ SW ¹ / ₄	18540
24	NW ¹ / ₄ , N ¹ / ₂ NE ¹ / ₄ , SW ¹ / ₄ NE ¹ / ₄	18542

STATE–STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Township 33 North, Range 7 East, W.M., Skagit County

14	SW ¹ / ₄ SE ¹ / ₄	18523
19	SE ¹ / ₄ NE ¹ / ₄ , W ¹ / ₂ NE ¹ / ₄ , E ¹ / ₂ SE ¹ / ₄	18528
20	SW ¹ / ₄ NE ¹ / ₄ , W ¹ / ₂ SW ¹ / ₄ , NE ¹ / ₄ SW ¹ / ₄ , N ¹ / ₂ SE ¹ / ₄ , SE ¹ / ₄ SE ¹ / ₄	18530 18531
21	SW ¹ / ₄ SW ¹ / ₄	18534
22	SE ¹ / ₄ SW ¹ / ₄ , SW ¹ / ₄ SE ¹ / ₄	18539
27	N ¹ / ₂ NW ¹ / ₄	18555
28	N ¹ / ₂ N ¹ / ₂	18557
29	NW ¹ / ₄ NW ¹ / ₄ , W ¹ / ₂ SW ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄	18559
30	E ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄	18560 18561
32	W ¹ / ₂ NE ¹ / ₄ , NE ¹ / ₄ NW ¹ / ₄ , NE ¹ / ₄ SE ¹ / ₄	18567
33	W ¹ / ₂ SW ¹ / ₄ , SE ¹ / ₄ SW ¹ / ₄ , SW ¹ / ₄ SE ¹ / ₄	18568 18569



**EXHIBIT A
Burdened Parcels**

Township 32 North, Range 7 East, W.M., Snohomish County

<u>Section</u>	<u>Legal Subdivision</u>	<u>Tax Parcel Number</u>
4	GL 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	32070400100100
9	Portions of GL 2 acquired by Warranty Deed 6/7/1961 recorded 7/11/1981 under AFN # 1471180	32070900100400



201307150162

Skagit County Auditor

7/15/2013 Page 13 of 43

\$114.00

2:10PM

EXHIBIT B
Legend



SECTION CORNER



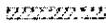
QUARTER CORNER



CENTER OF SECTION



ROAD EASEMENT AREA - NEW CONSTRUCTION



ROAD EASEMENT AREA - EXISTING ROAD



201307150162

Skagit County Auditor

\$114.00

7/15/2013 Page

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43

2:10PM

EXHIBIT B - 1
Easement Area
Longview Timberlands, LLC to State
Skagit County

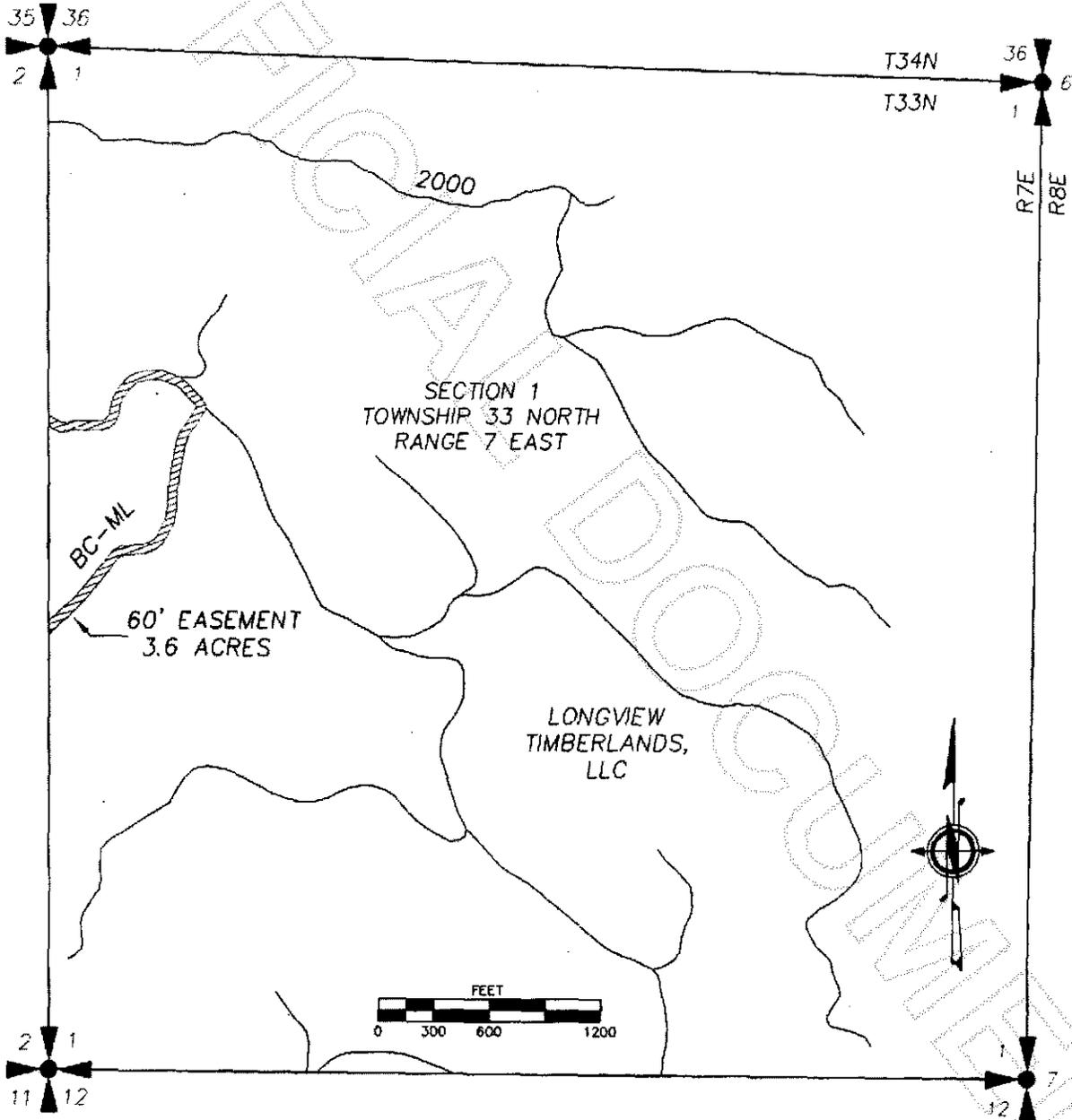
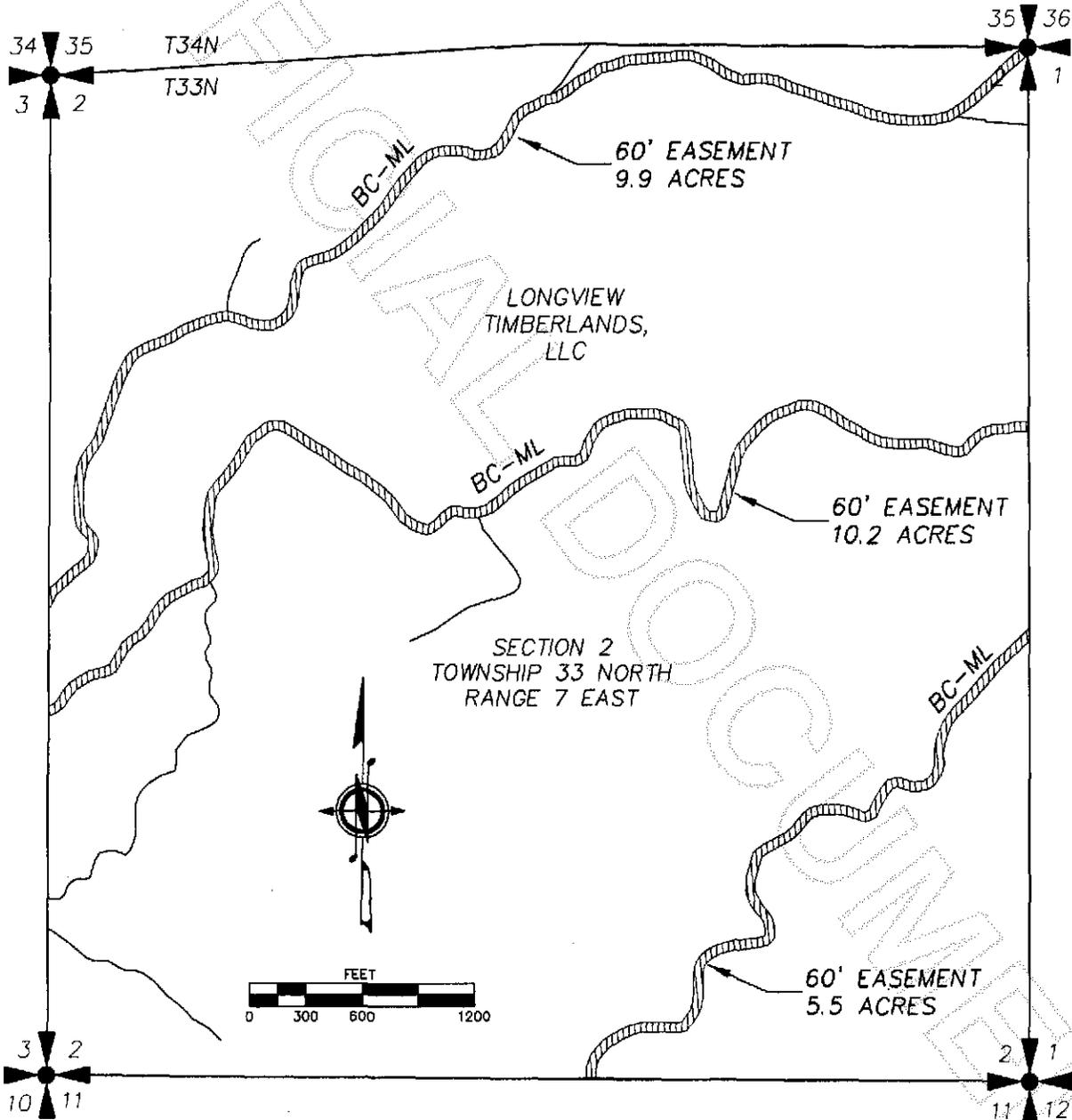


EXHIBIT B - 2
Easement Area
Longview Timberlands, LLC to State
Skagit County



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EXHIBIT B - 3
Easement Area
Longview Timberlands, LLC to State
Skagit County

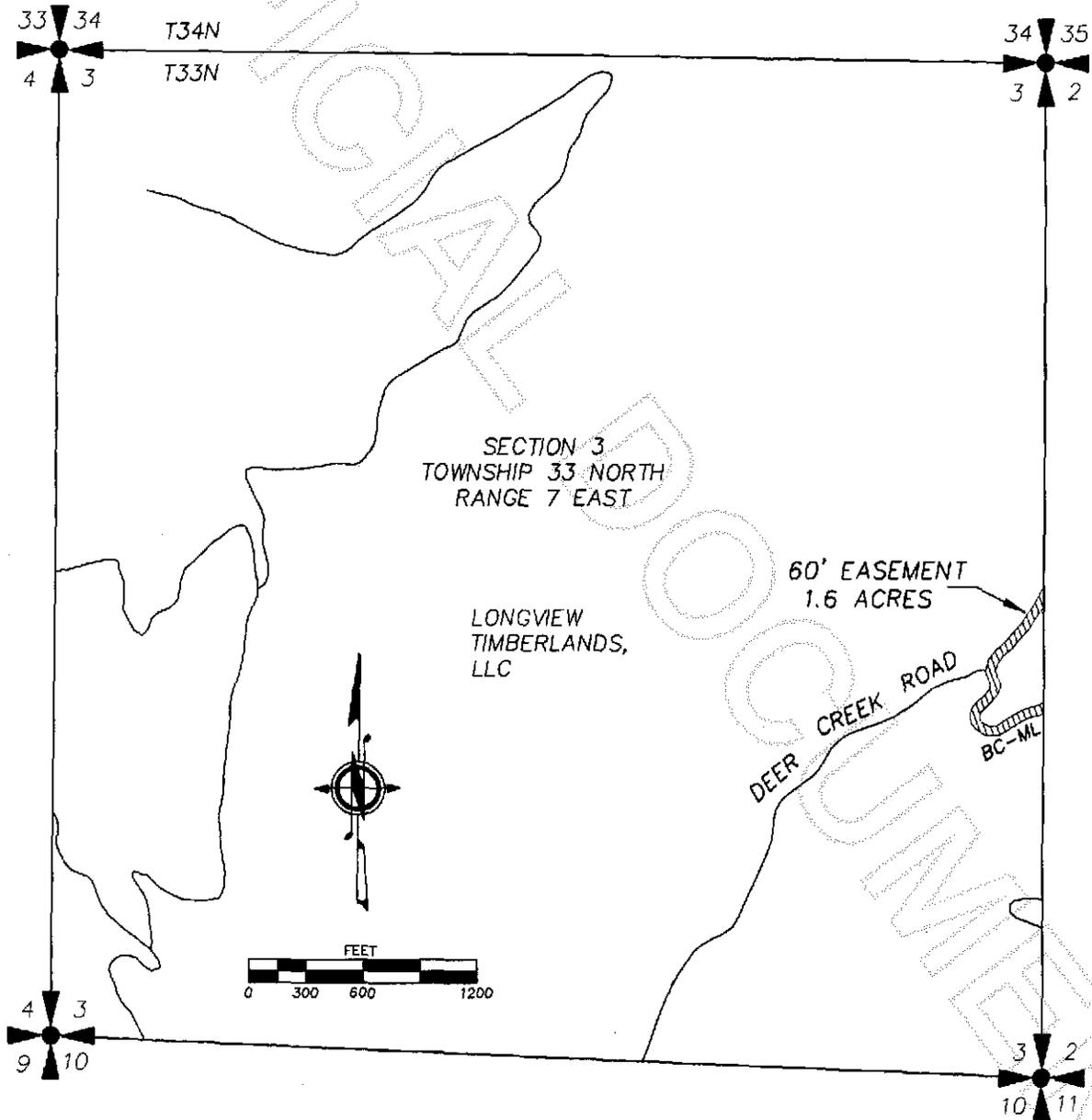


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Easement Area
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Skagit County

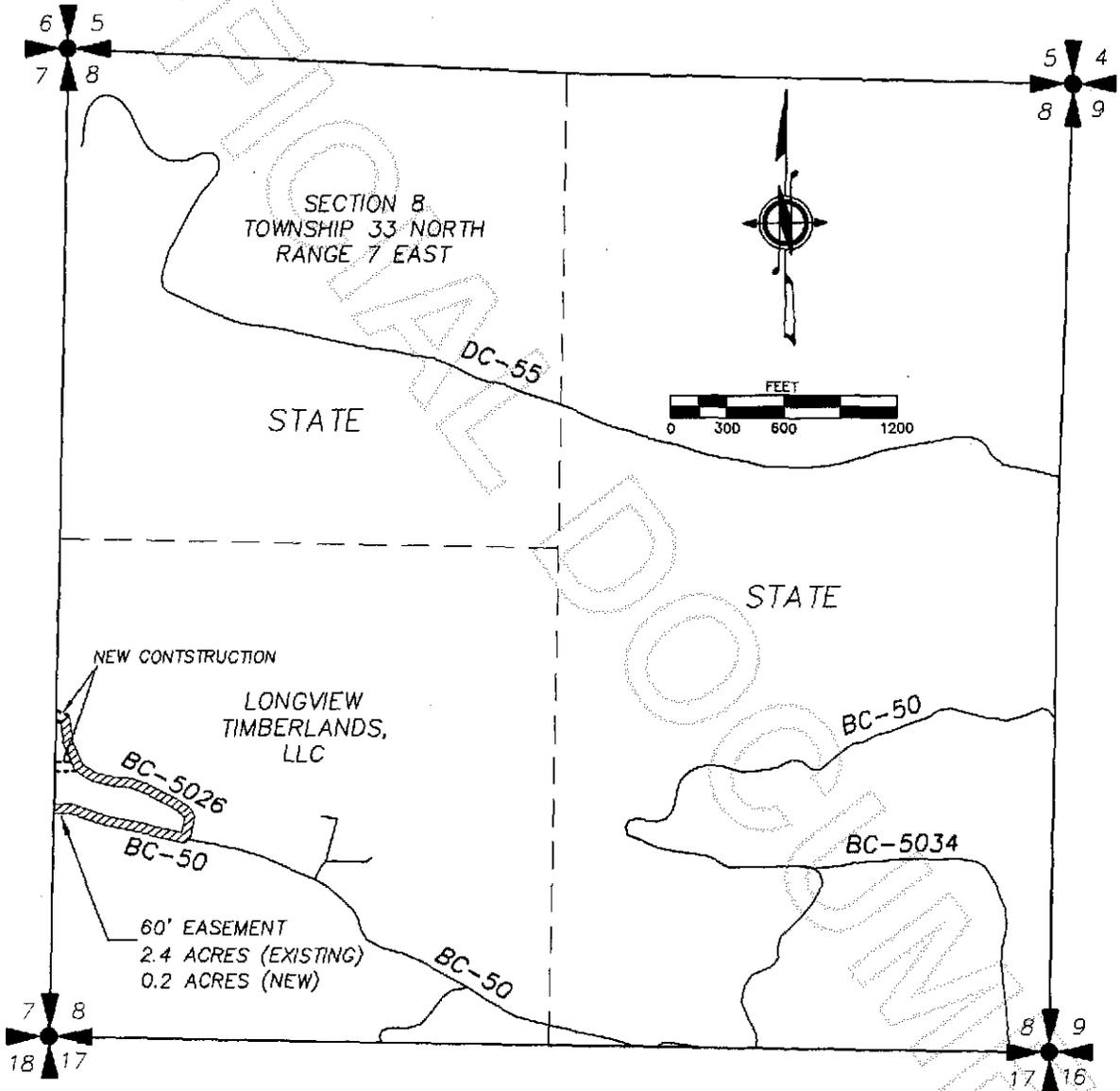


EXHIBIT B - 5
Easement Area
Longview Timberlands, LLC to State
Skagit County

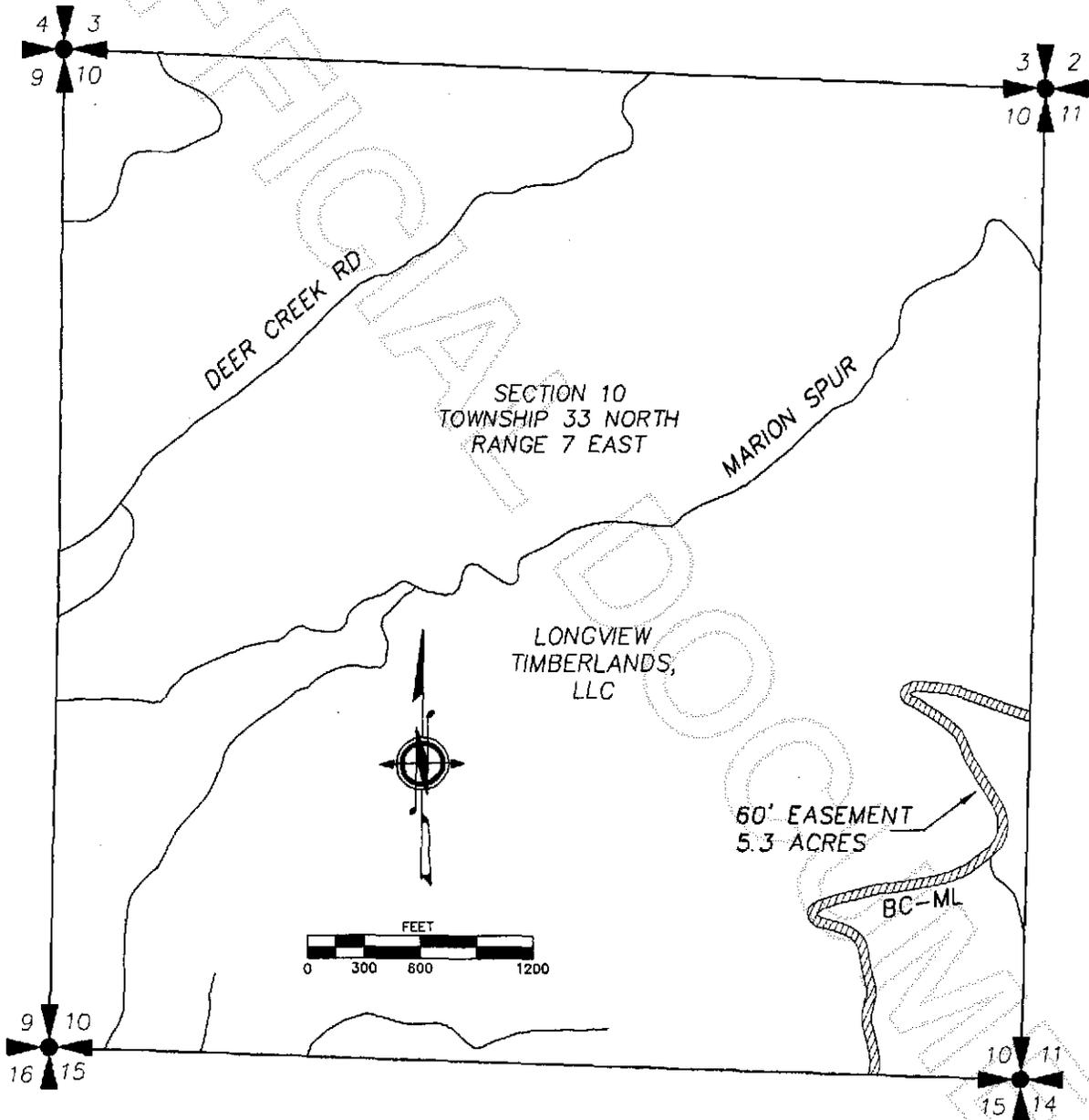
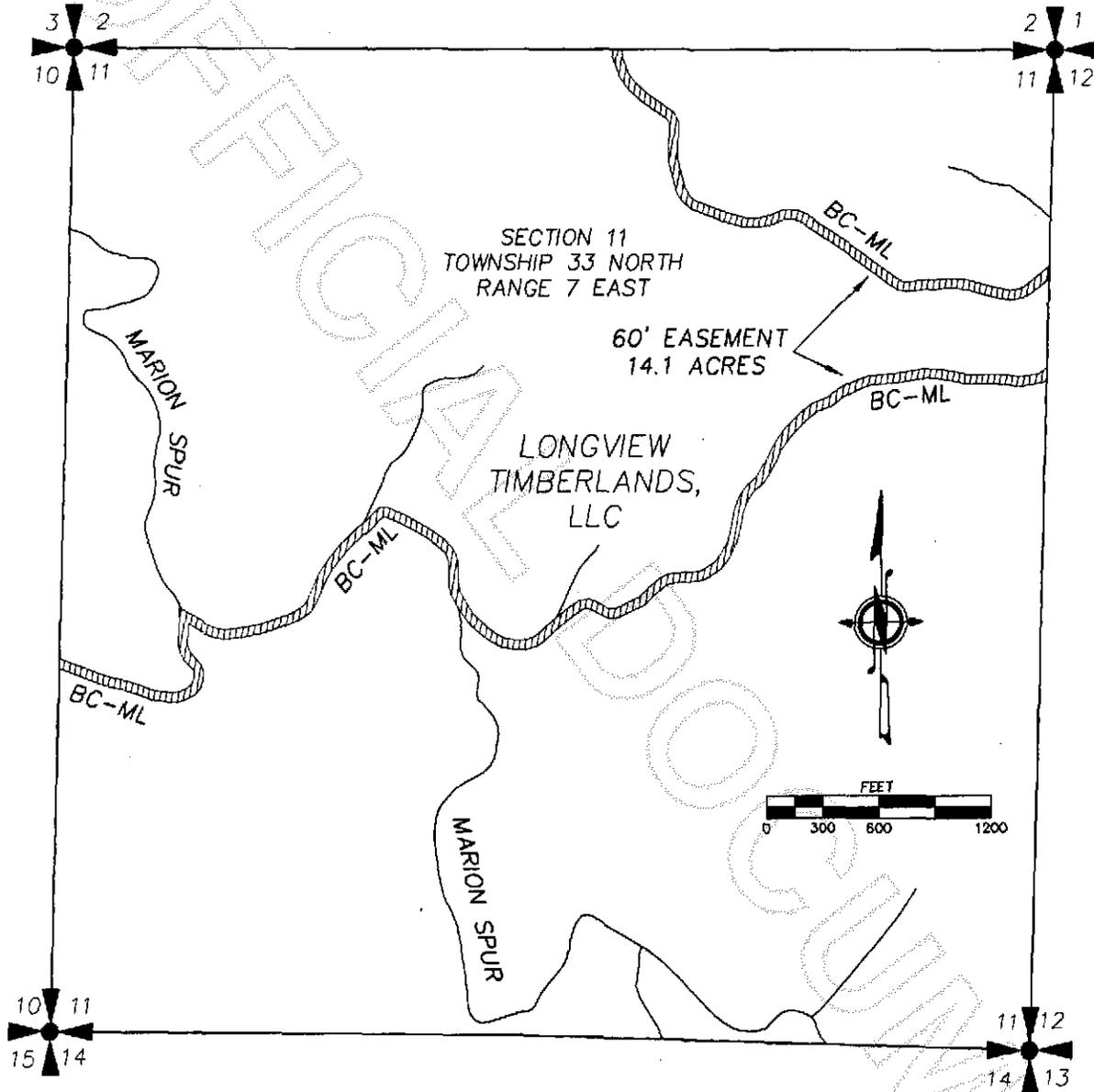


EXHIBIT B - 6
Easement Area
Longview Timberlands, LLC to State
Skagit County



Skagit County Auditor \$114.00
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EXHIBIT B - 7
Easement Area
Longview Timberlands, LLC to State
Skagit County

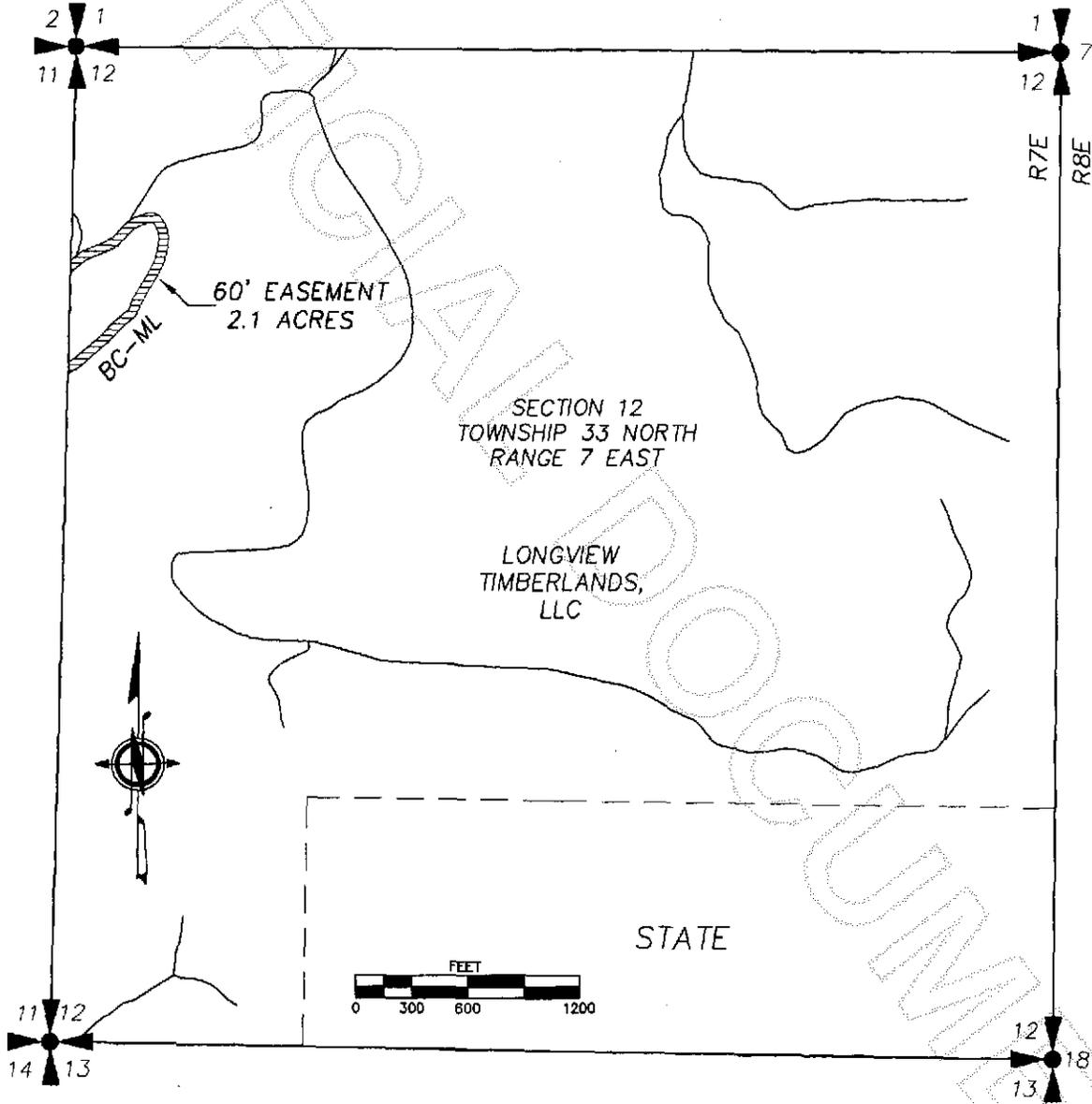


EXHIBIT B - 8
Easement Area
Longview Timberlands, LLC to State
Skagit County

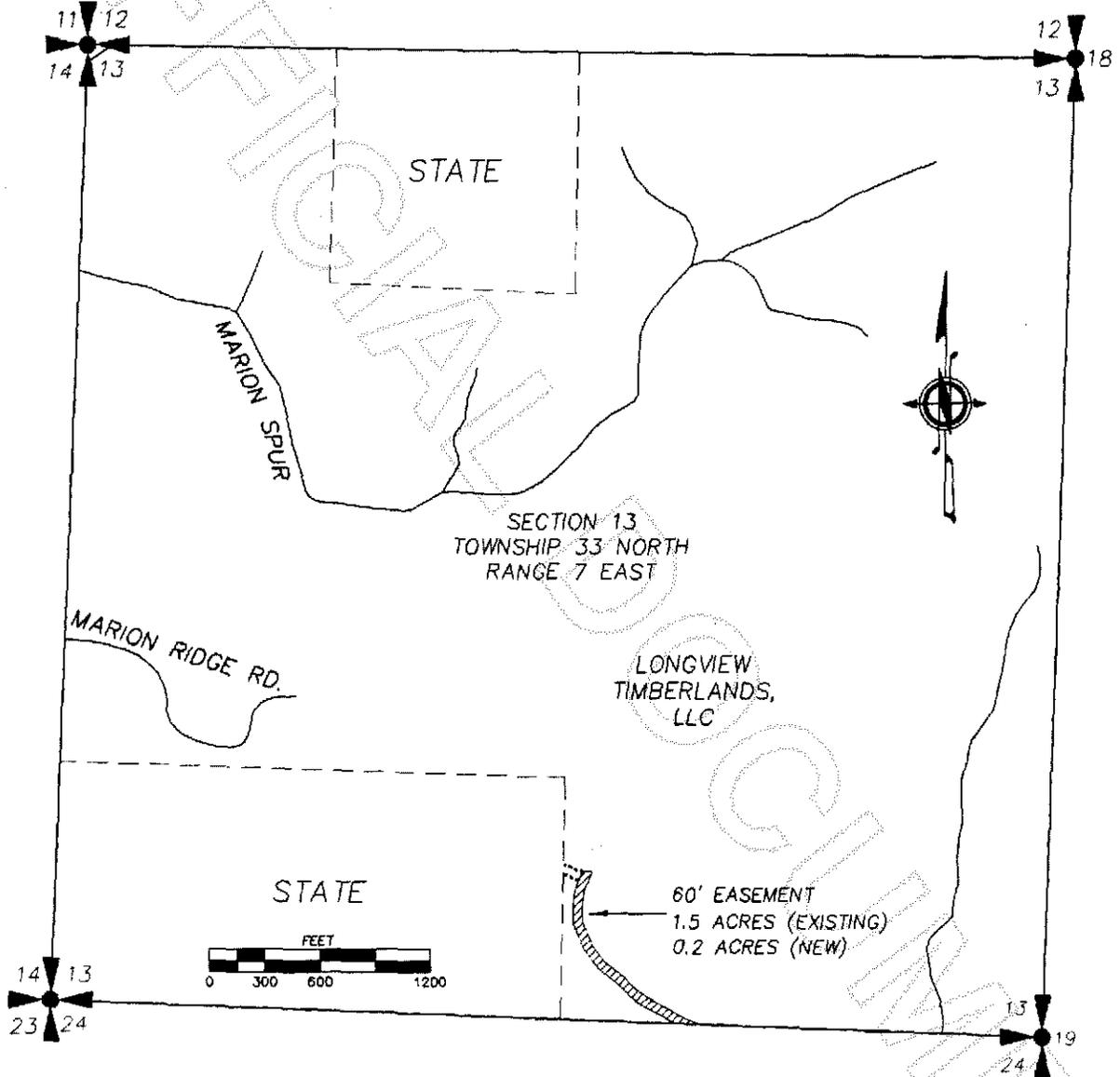


EXHIBIT B - 9
Easement Area

Longview Timberlands, LLC to State; State to Longview Timberlands, LLC
Skagit County

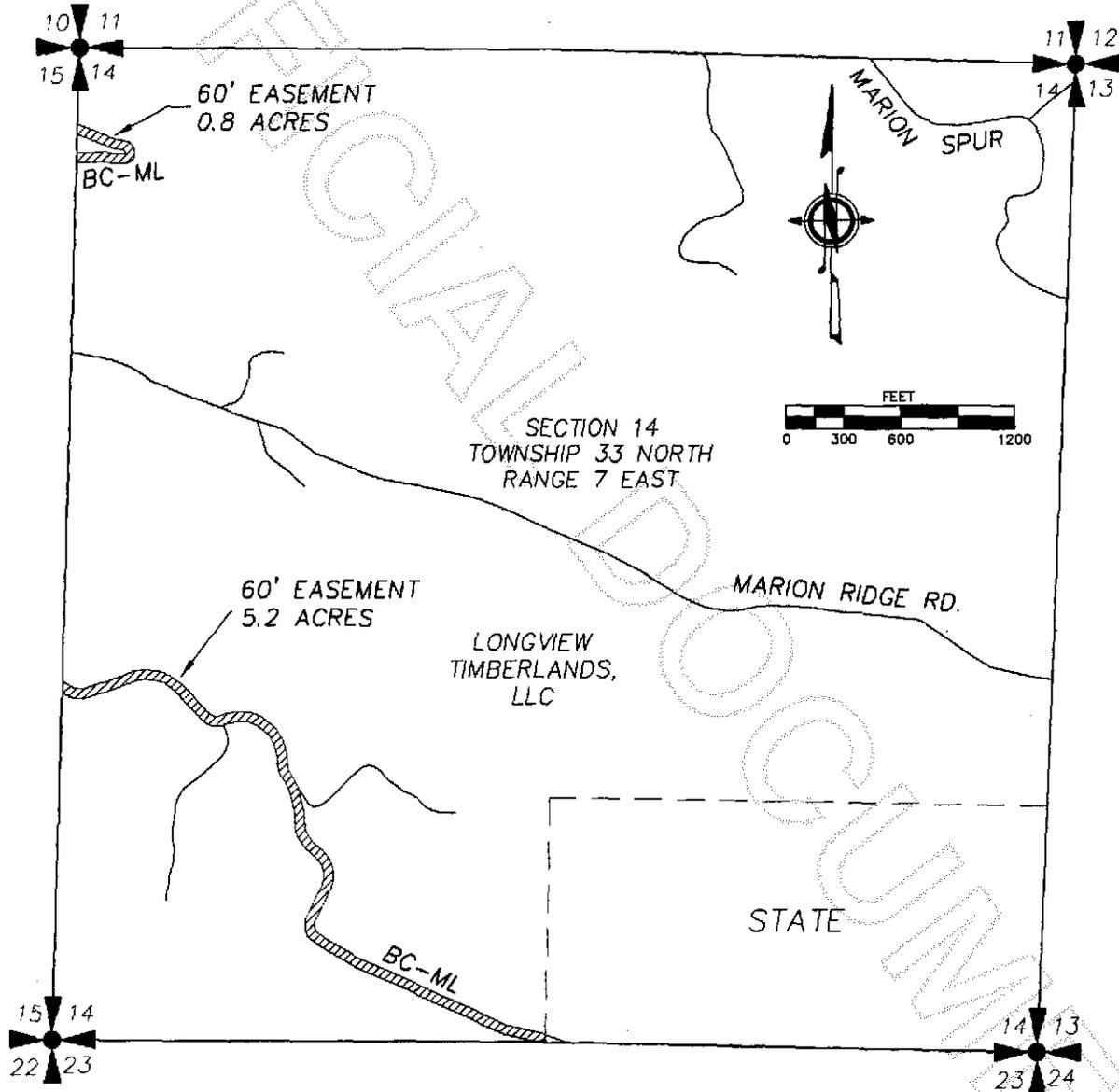


EXHIBIT B - 10
Easement Area
Longview Timberlands, LLC to State
Skagit County

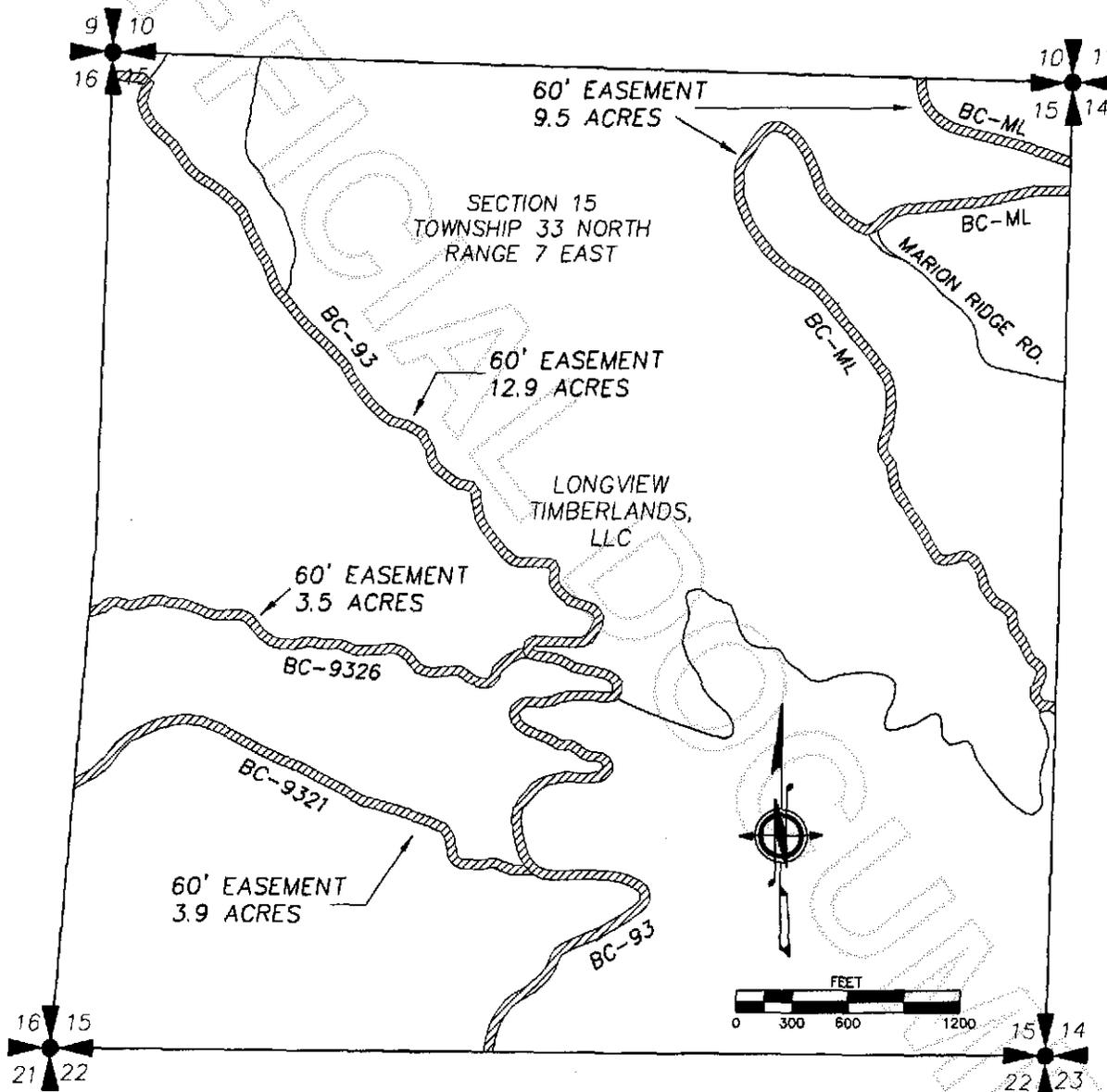


EXHIBIT B - 11
Easement Area
Longview Timberlands, LLC to State
Skagit County

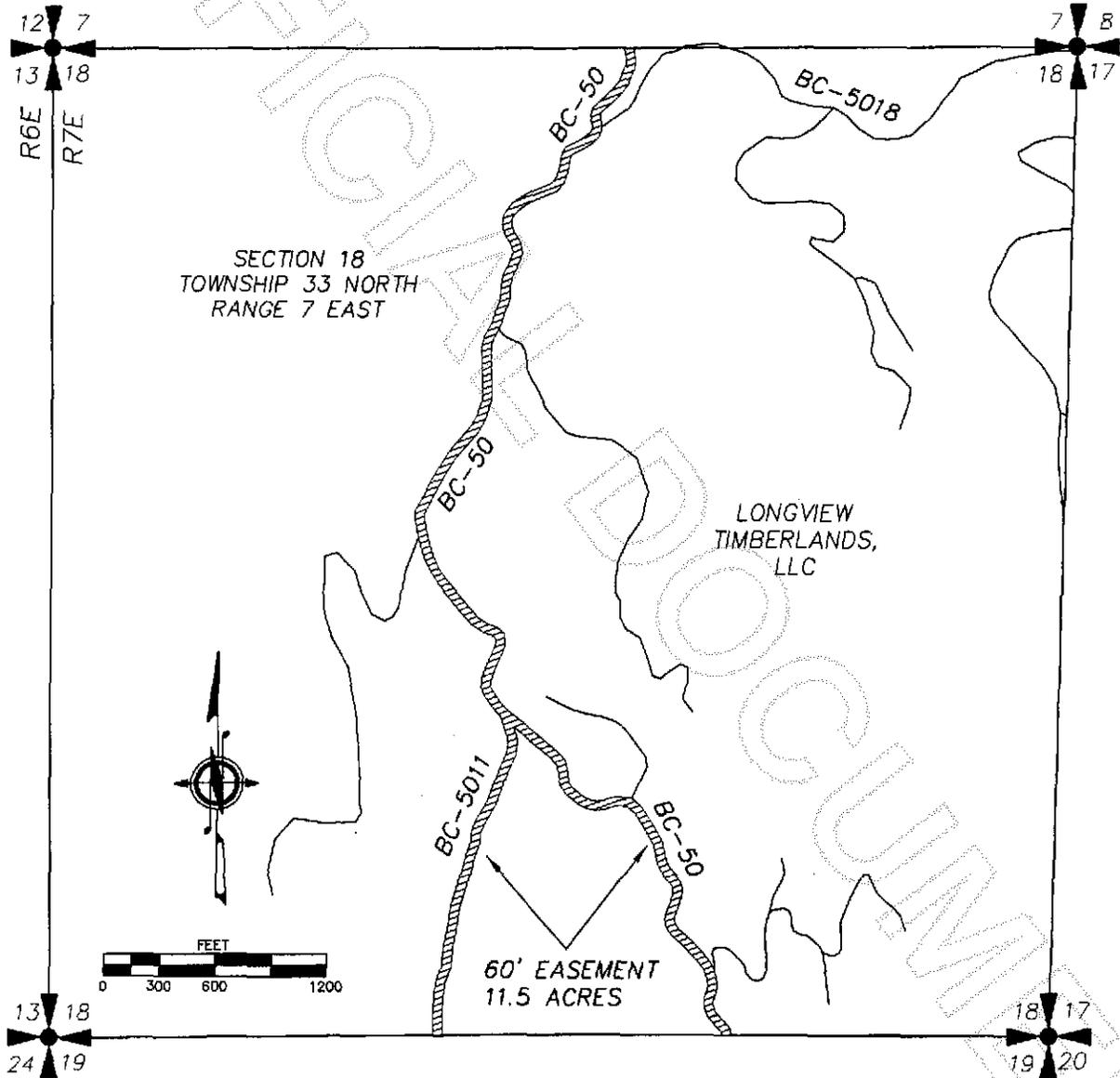


EXHIBIT B – 12
Easement Area
Longview Timberlands, LLC to State; State to Longview Timberlands, LLC
Skagit County

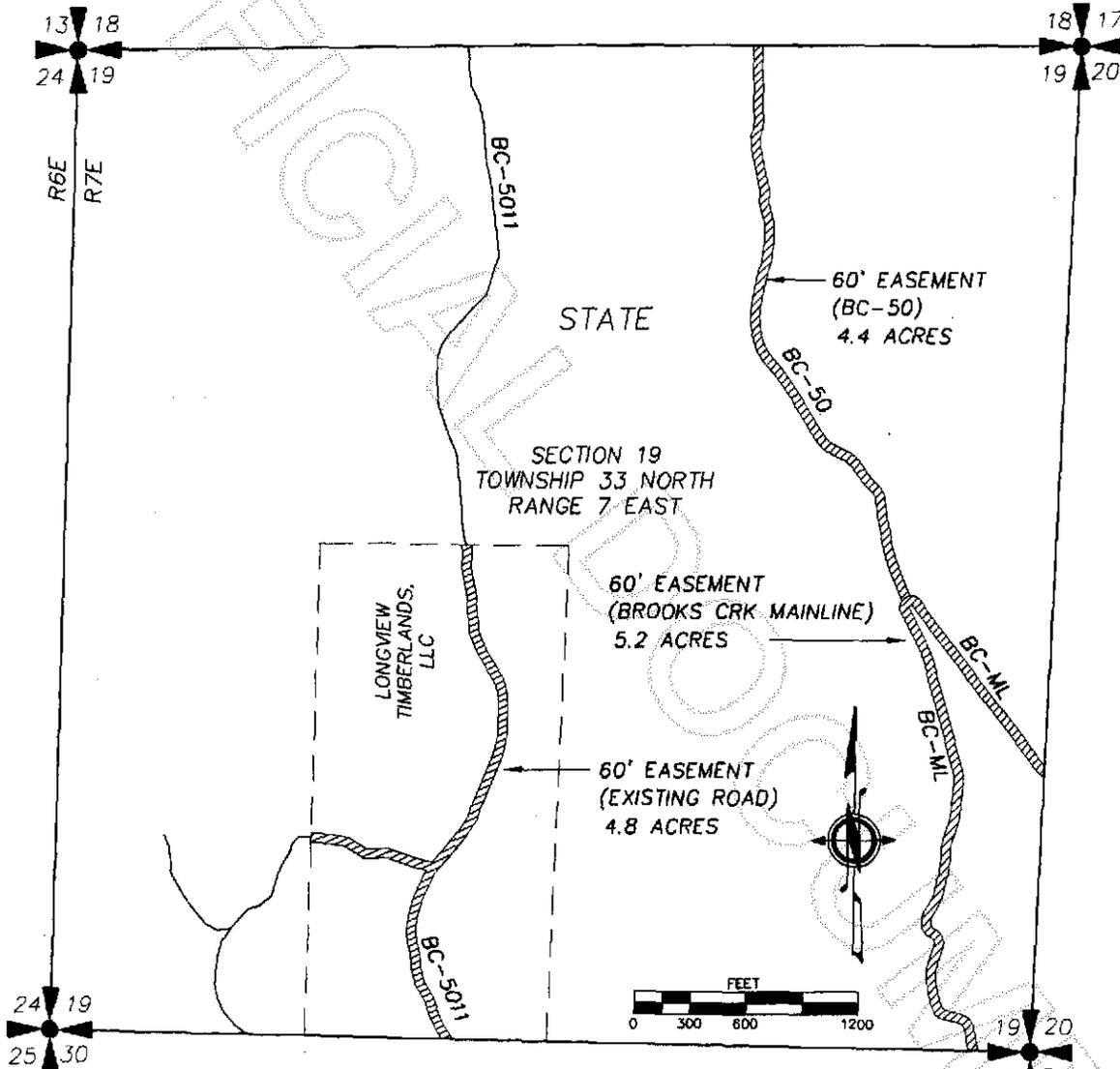


EXHIBIT B - 13
Easement Area
State to Longview Timberlands, LLC
Skagit County

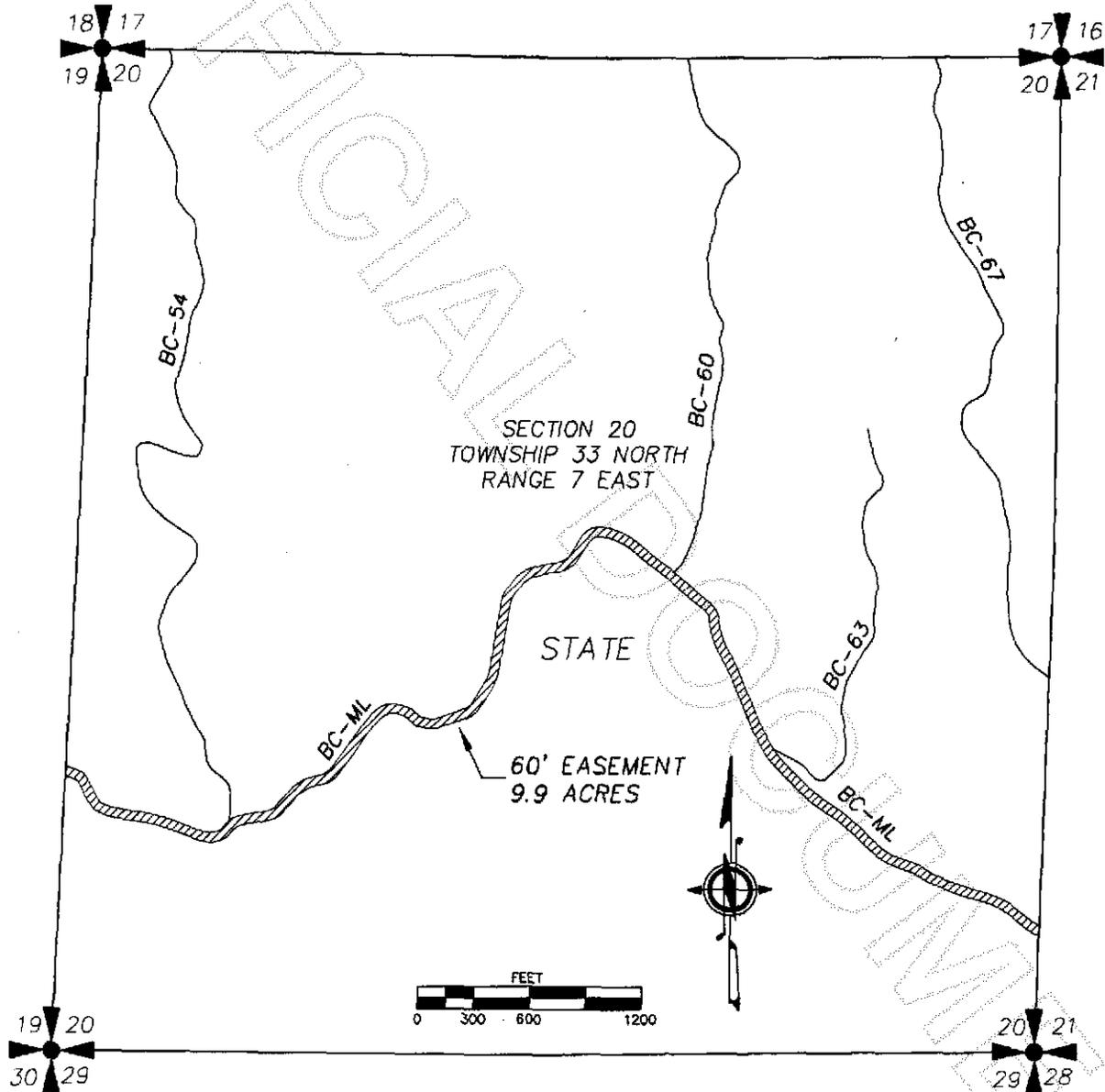


EXHIBIT B – 14
Easement Area
Longview Timberlands, LLC to State; State to Longview Timberlands, LLC
Skagit County

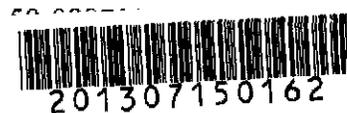
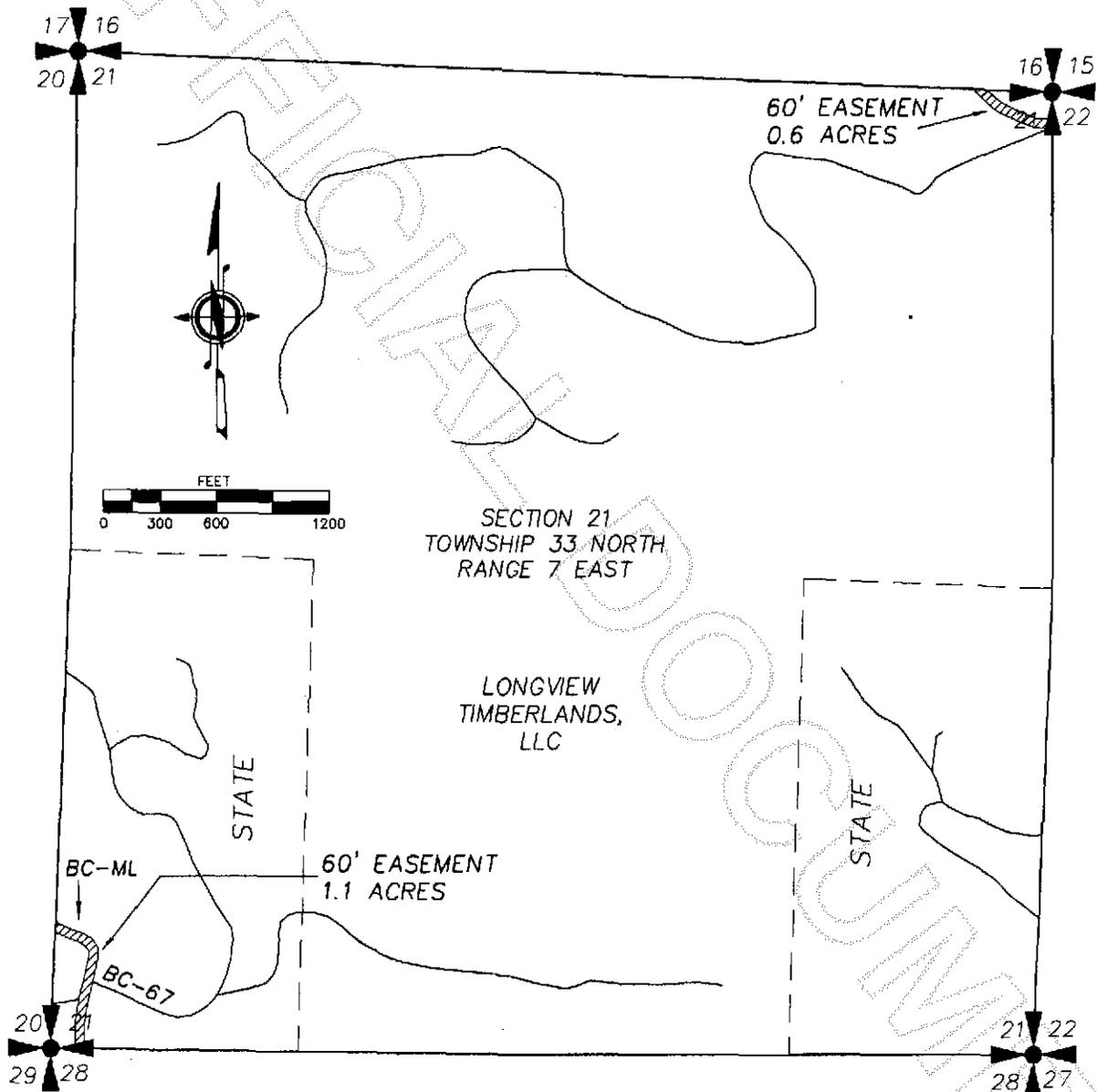


EXHIBIT B – 15
Easement Area
Longview Timberlands, LLC to State; State to Longview Timberlands, LLC
Skagit County

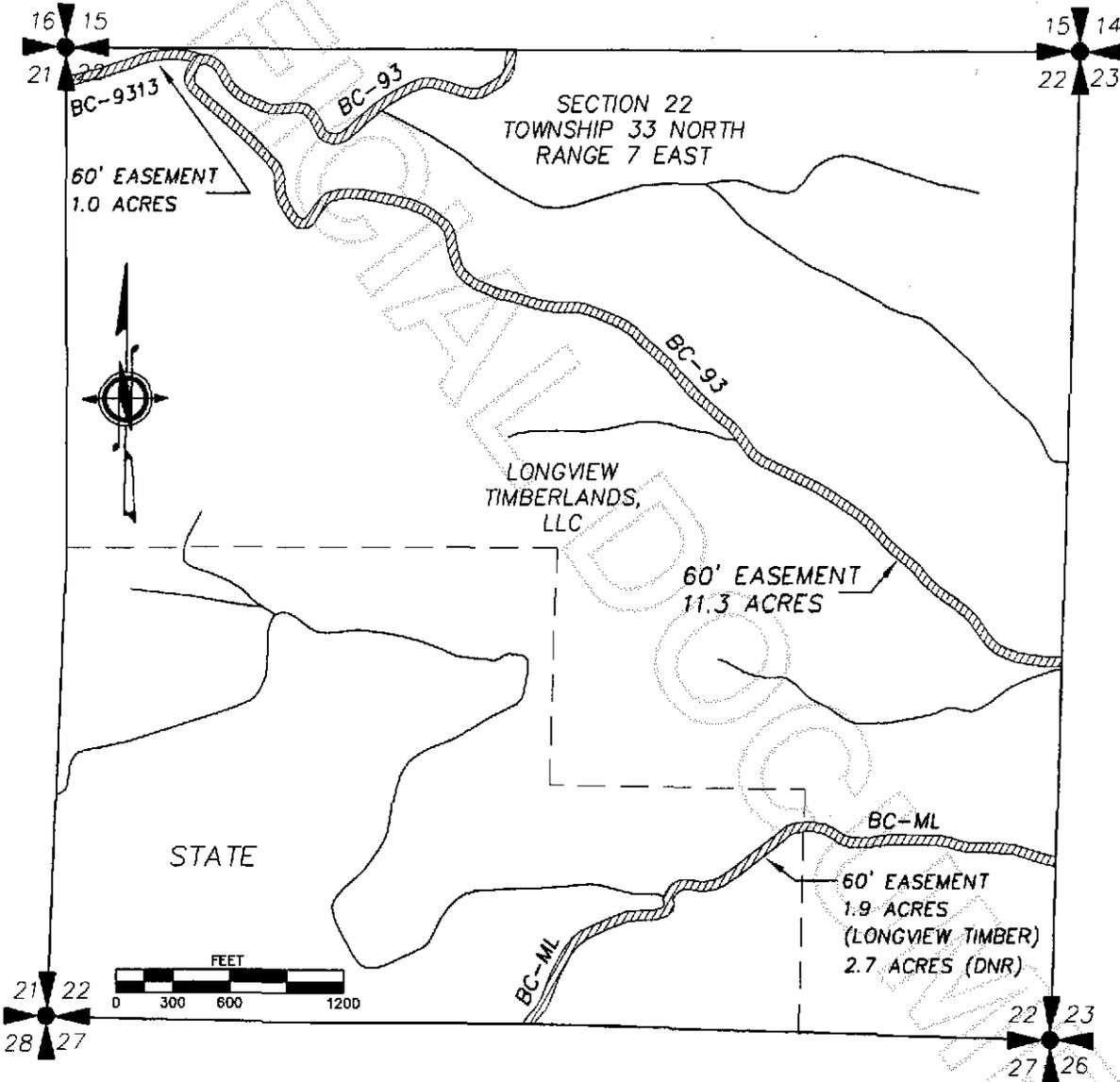


EXHIBIT B - 16
Easement Area
Longview Timberlands, LLC to State
Skagit County

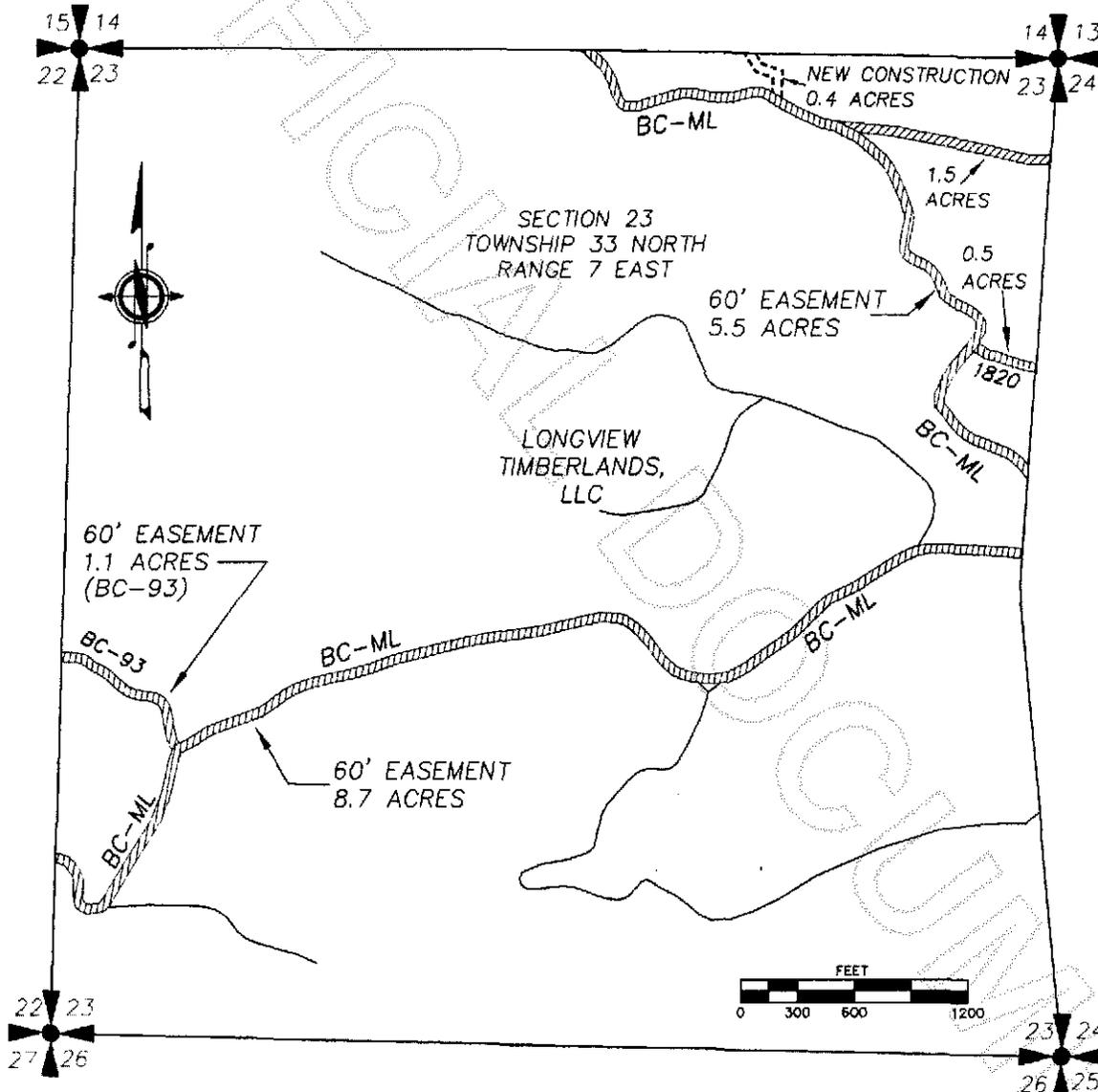
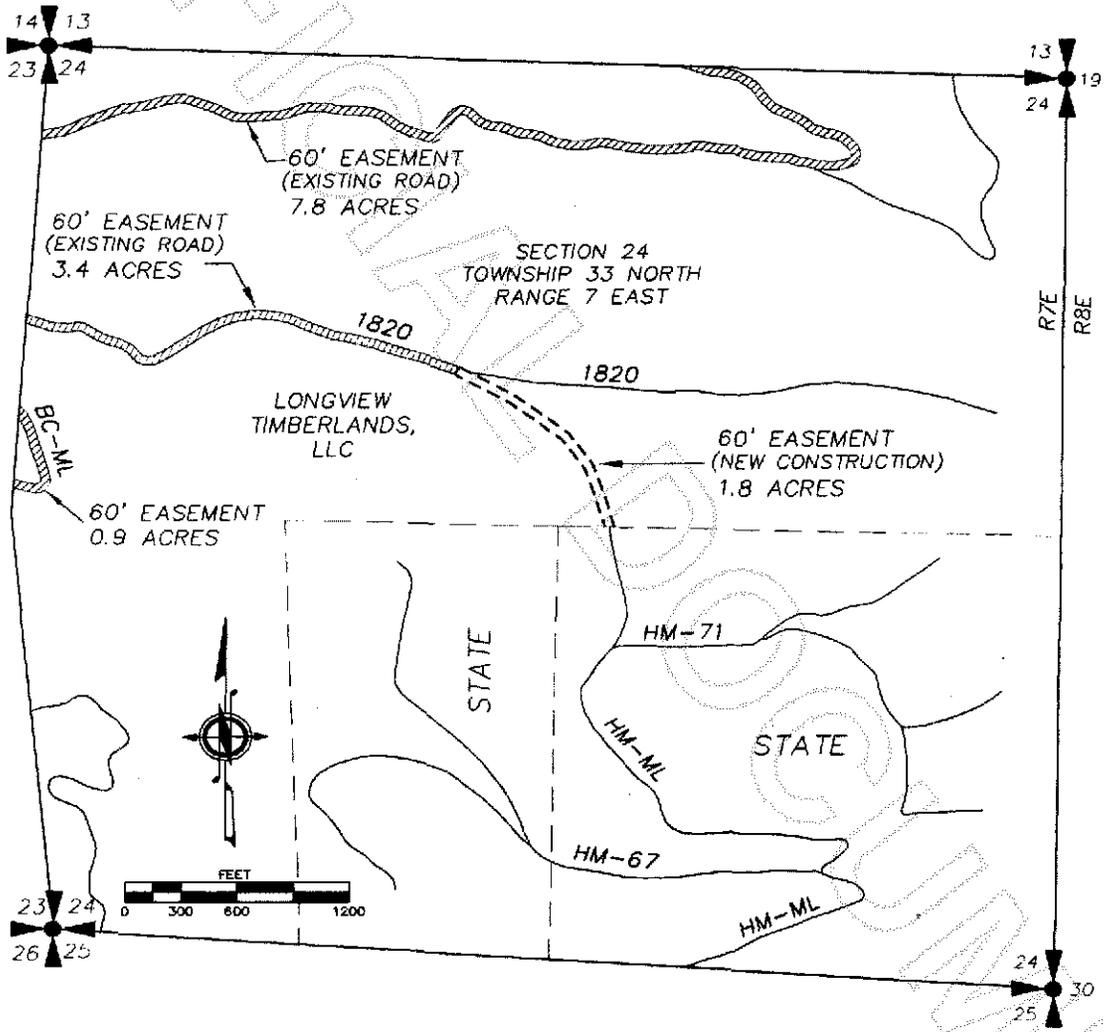


EXHIBIT B - 17
Easement Area
Longview Timberlands, LLC to State
Skagit County



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EXHIBIT B - 18
Easement Area
State to Longview Timberlands, LLC
Skagit County

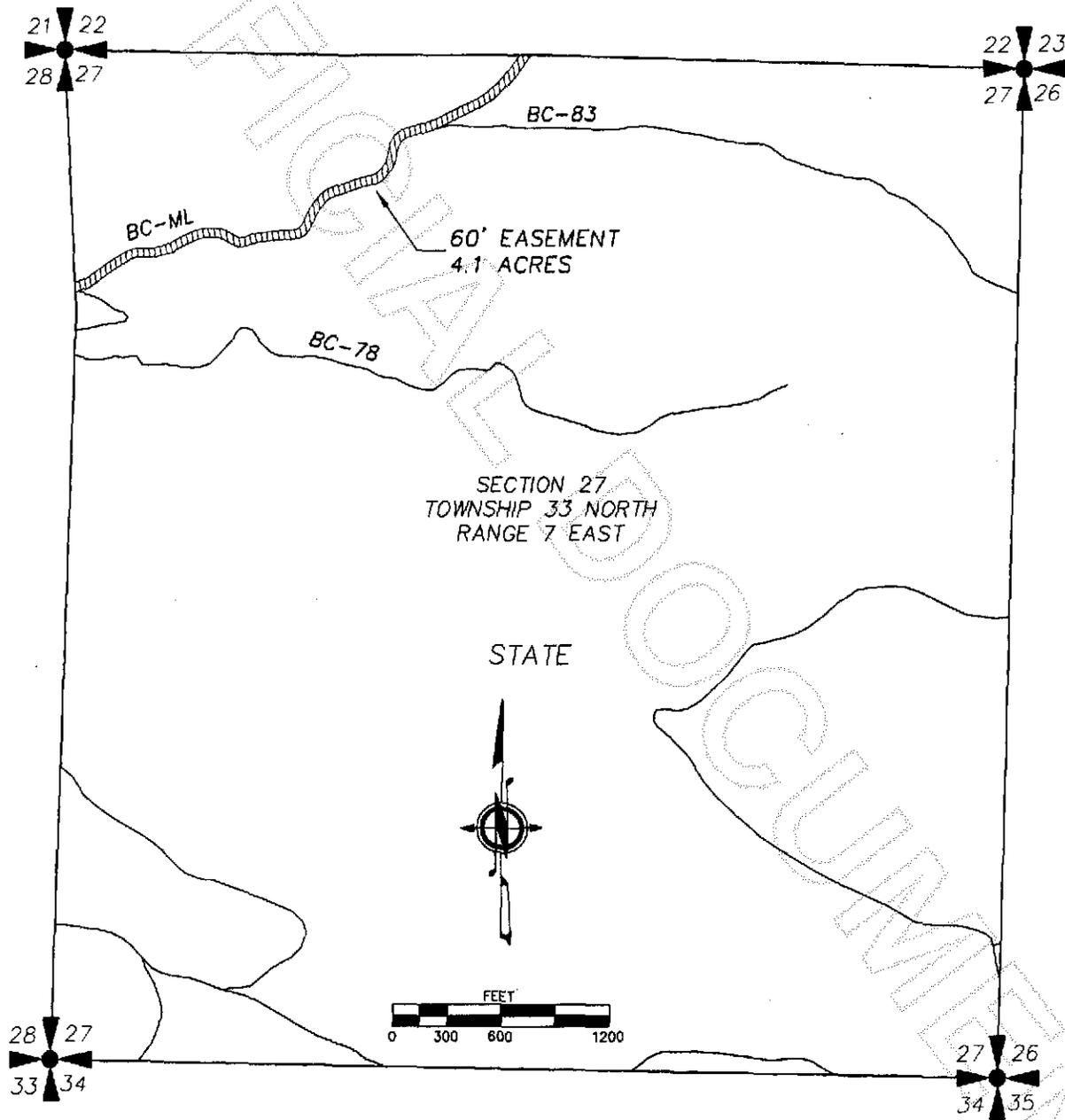


EXHIBIT B - 19
Easement Area
State to Longview Timberlands, LLC
Skagit County

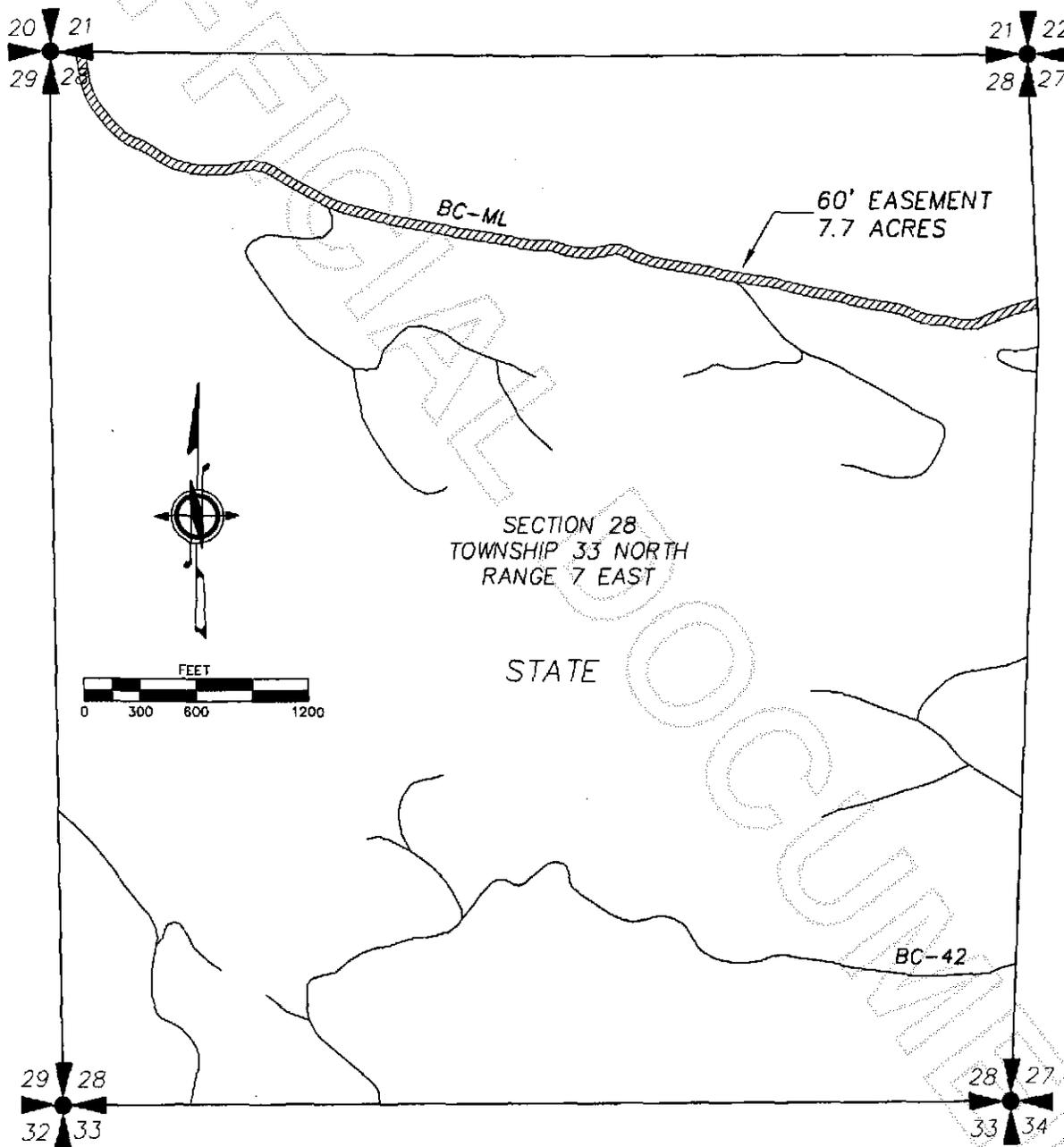


EXHIBIT B - 20
Easement Area
State to Longview Timberlands, LLC
Skagit County

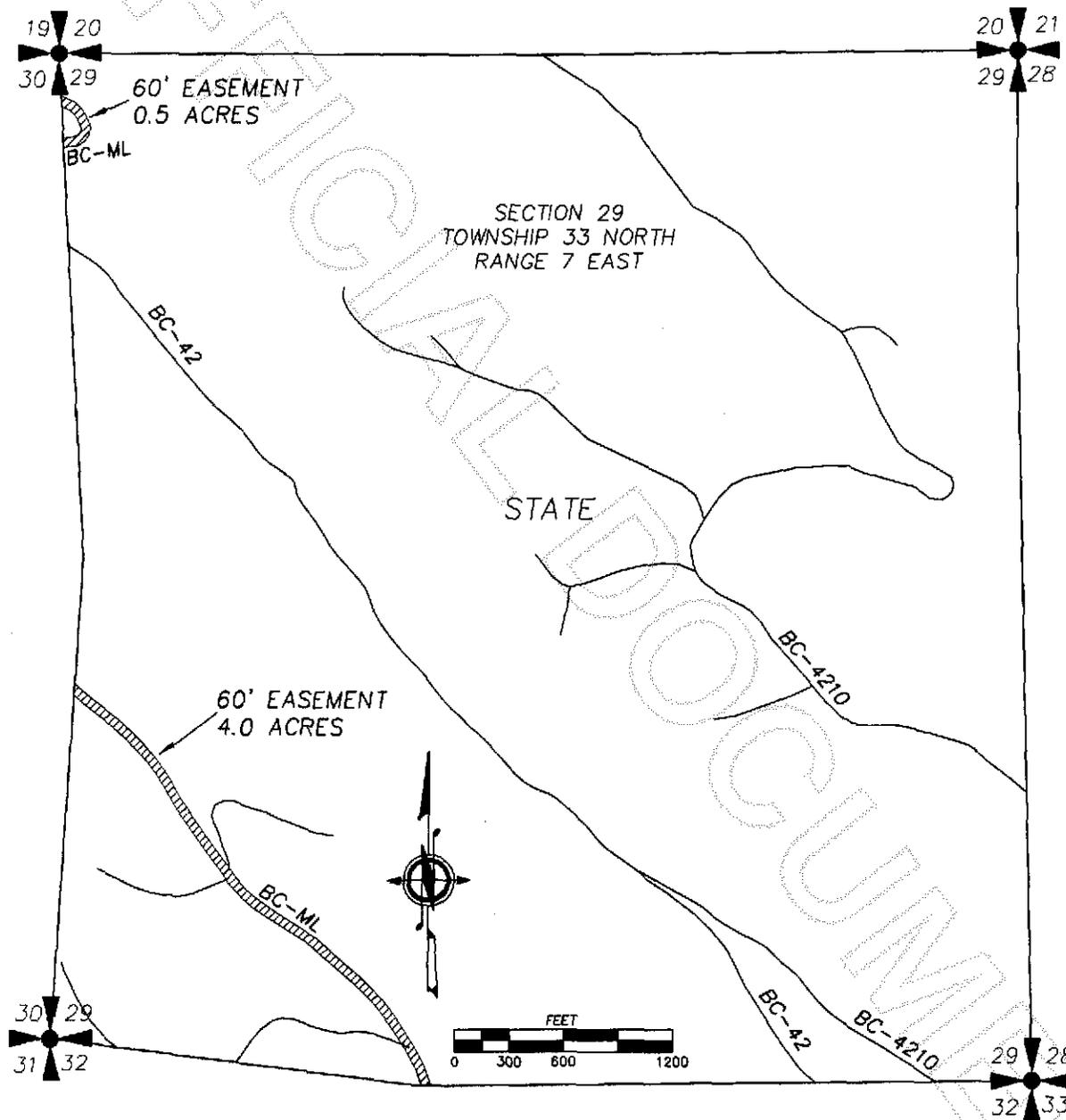


EXHIBIT B - 21
Easement Area
State to Longview Timberlands, LLC
Skagit County

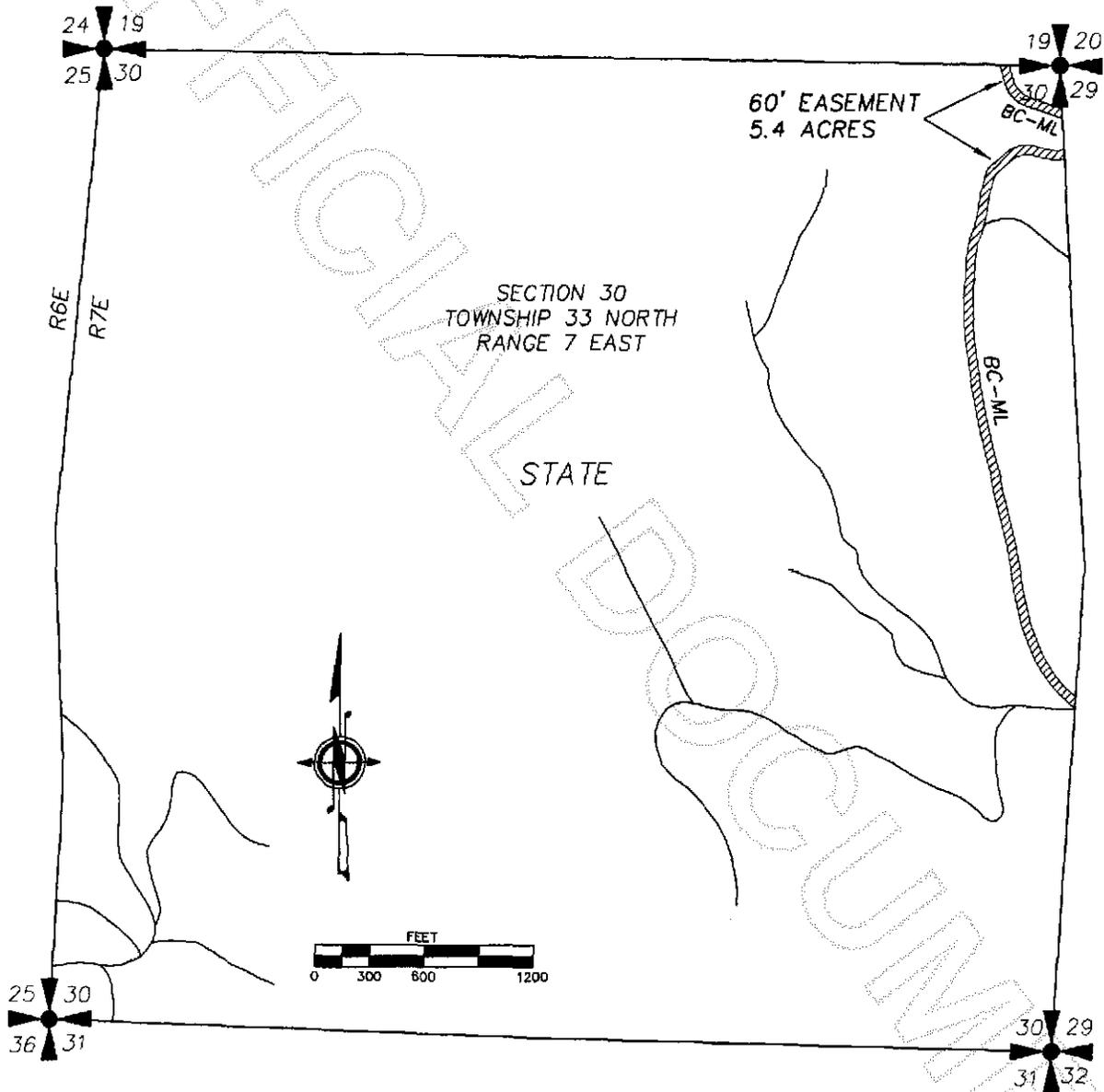


EXHIBIT B - 22
Easement Area
State to Longview Timberlands, LLC
Skagit County

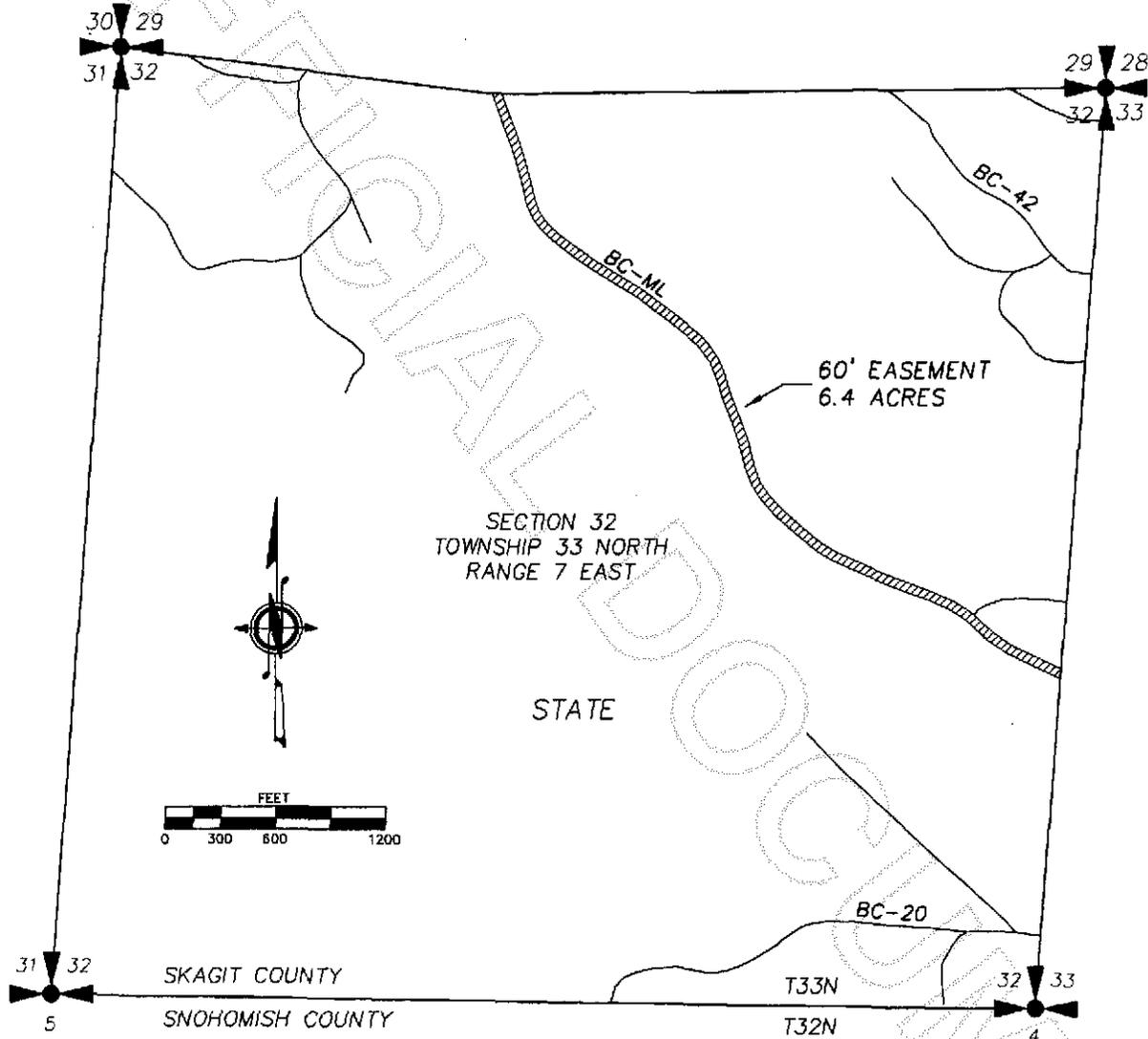
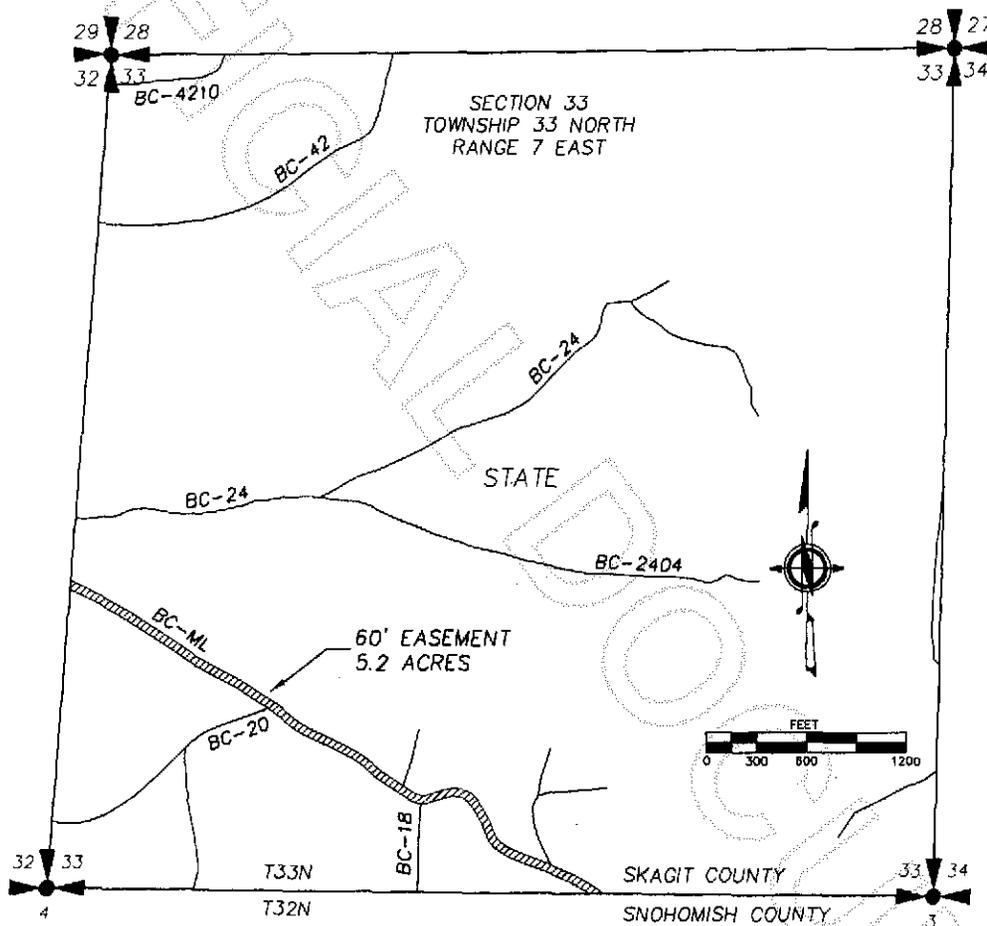
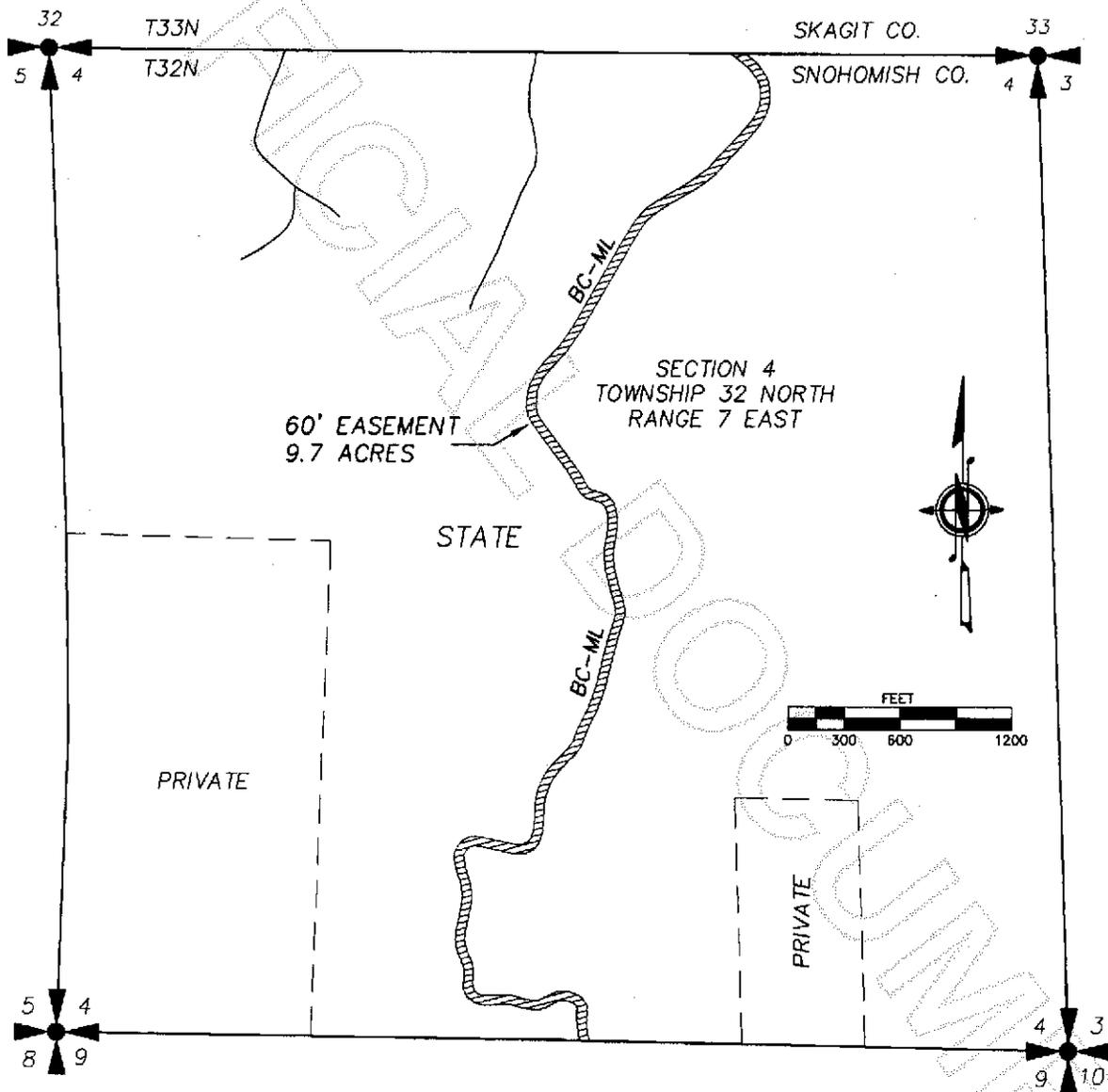


EXHIBIT B - 23
Easement Area
State to Longview Timberlands, LLC
Skagit County



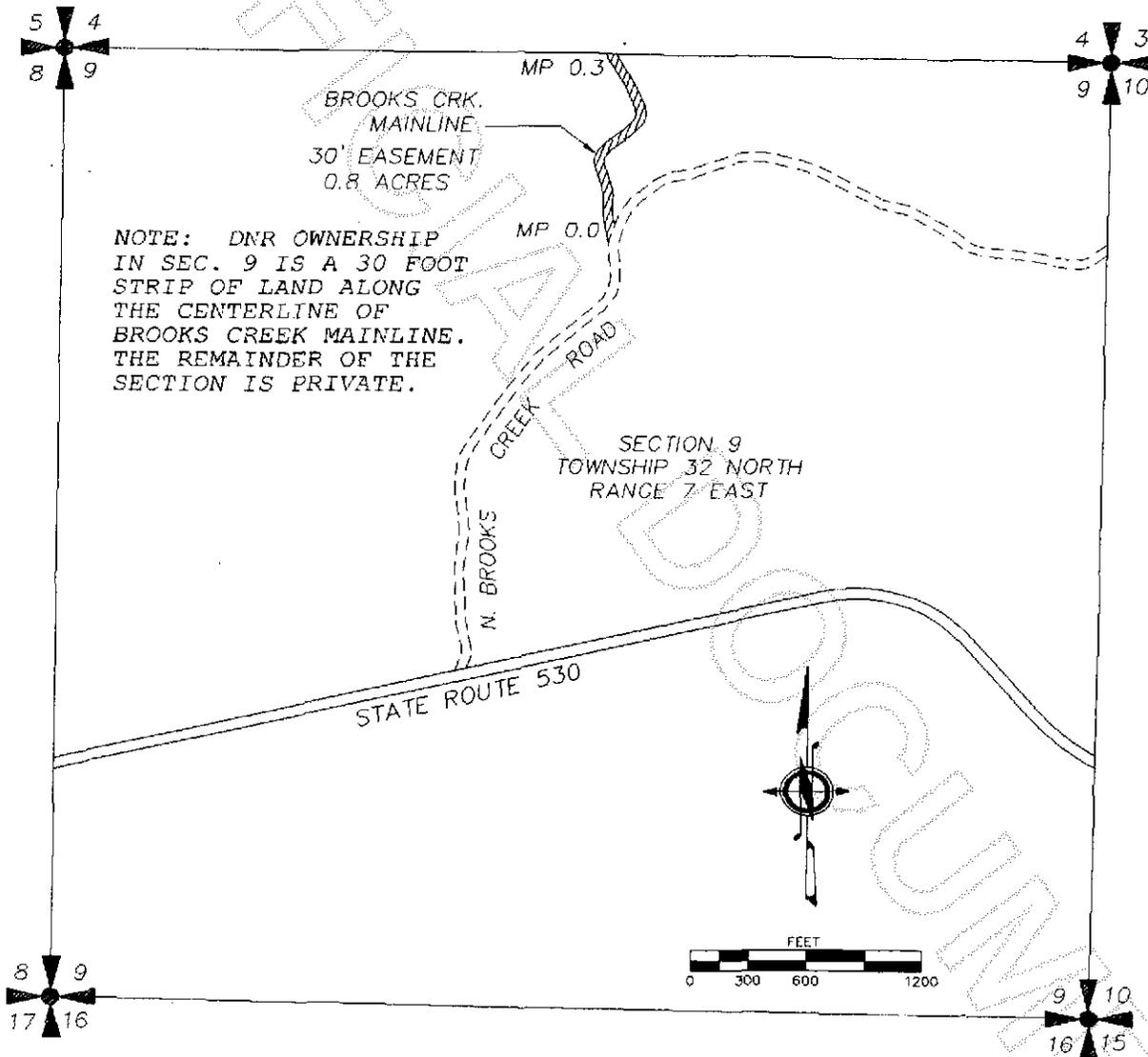
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EXHIBIT B - 24
Easement Area
State to Longview Timberlands, LLC
Snohomish County



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EXHIBIT B - 25
Easement Area
State to Longview Timberlands, LLC
Snohomish County



**EXHIBIT C
Benefitted Parcels**

EXCHANGER – LONGVIEW TIMBERLANDS, LLC

Township 33 North, Range 6 East, W.M., Skagit County

<u>Section</u>	<u>Legal Subdivision</u>
12	Portion of SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying easterly of Deer Creek
13	Portion of E $\frac{1}{2}$ E $\frac{1}{2}$ lying easterly of Deer Creek

Township 34 North, Range 7 East, W.M., Skagit County

35	Portion of S $\frac{1}{2}$ S $\frac{1}{2}$ lying southerly of Deer Creek
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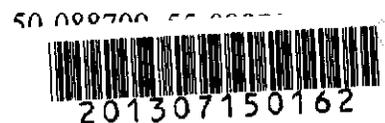
Township 33 North, Range 7 East, W.M., Skagit County

1	All, except that portion of NE $\frac{1}{4}$ lying easterly of Deer Creek
2	All, except that portion of GL 4 lying westerly of Deer Creek
3	E $\frac{1}{2}$, except that portion lying westerly of Deer Creek
7	GL's 3-4 lying easterly of Deer Creek; That portion of E $\frac{1}{2}$ SW $\frac{1}{4}$ lying easterly of Deer Creek
8	SW $\frac{1}{4}$
9	Portion of S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ lying southerly of Deer Creek
10	All, except that portion of NW $\frac{1}{4}$ lying northerly of Deer Creek
11	All
12	All, except SE $\frac{1}{4}$ SW $\frac{1}{4}$ and except S $\frac{1}{2}$ SE $\frac{1}{4}$
13	All, except NE $\frac{1}{4}$ NW $\frac{1}{4}$, and except S $\frac{1}{2}$ SW $\frac{1}{4}$
14	All, except S $\frac{1}{2}$ SE $\frac{1}{4}$
15	All
17	All
18	All except that portion of GL's 3,4 lying westerly of Deer Creek
19	E $\frac{1}{2}$ SW $\frac{1}{4}$
21	N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and W $\frac{1}{2}$ SE $\frac{1}{4}$
22	N $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
23	All
24	N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$
25	NW $\frac{1}{4}$
26	N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Township 34 North, Range 7 East, W.M., Skagit County

36	Portions of SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying south of Deer Creek
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**EXHIBIT C
Benefitted Parcels**

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

Township 33 North, Range 7 East, W.M., Skagit County

- 7 SE $\frac{1}{4}$ and those portions of S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying southerly of Deer Creek
- 8 Portions of SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ lying south of Deer Creek.
- 12 S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
- 13 NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
- 14 S $\frac{1}{2}$ SE $\frac{1}{4}$
- 16 All
- 19 E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ and portions of GL's 1-4 lying easterly of Deer Creek.
- 24 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- 25 NE $\frac{1}{4}$, portion of E $\frac{1}{2}$ SW $\frac{1}{4}$, portion of SE $\frac{1}{4}$
- 30 GL's 1-2 lying easterly of Deer Creek, Portion N $\frac{1}{2}$ NE $\frac{1}{4}$ lying north of Rock Creek, E $\frac{1}{2}$ NW $\frac{1}{4}$
- 36 Portion of NE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 33 North, Range 6 East, W.M., Skagit County

- 24 E $\frac{1}{2}$ SE $\frac{1}{4}$ lying east of Deer Creek
- 25 NE $\frac{1}{4}$ NE $\frac{1}{4}$ lying east of Deer Creek



**EXHIBIT D
HCP Requirements**

- 1) Exchanger shall notify State of the following:
 - a) That Exchanger has discovered locations of any species listed by the U.S. Department of Fish and Wildlife as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Exchanger has located any live, dead, injured, or sick specimens of any listed species.
- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Exchanger may be required to take certain actions to help State safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by State.
- 4) Any application for a Forest Practices Permit submitted by Exchanger for activities on the State Easement Area must identify that the State Easement Area is covered by the HCP.



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EXHIBIT E
Operational Requirements

- On the Brooks Creek Mainline from Mile Post 0.0-0.3, abate dust when hauling.
- Roads may not be used when continued use will result in road damage or sediment delivery to any typed stream
- No snow removal without permission from the landowner



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Skagit County Auditor \$114.00
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