

[FOR RECORDING IN SKAGIT COUNTY]

AFTER RECORDING MAIL TO:

Bank of America, N.A.  
Northwest Commercial Banking  
WA4-116-03-01  
1602 Hewitt Ave.  
Everett, WA 98201-3500  
Attention: Debbie Leffler



200310130164  
Skagit County Auditor

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WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INFORMATION (RCW 65.04):

GRANTOR: GREEN CROW CORPORATION

GRANTEE: BANK OF AMERICA, N.A.

ABBREVIATED

LEGAL DESCRIPTION: SECTION 31, TOWNSHIP 33 NORTH, RANGE 6; PTN. NE 1/4 ; PTN. SW 1/4 ; ALL SE 1/4; AND SECTION 32, TOWNSHIP 33 NORTH, RANGE 6; PTN. SW 1/4 OF SW 1/4

[SEE ATTACHED EXHIBIT A FOR FULL LEGAL DESCRIPTION]

ASSESSOR'S PROPERTY

TAX PARCEL ACCOUNT NUMBER(S): 330632-3-001-0000

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is dated as of September 22, 2003, by and between Green Crow Corporation, a Washington corporation ("Grantor") and Bank of America, N.A., a national banking association ("Grantee").

RECITALS <sup>TWB</sup> 30 YEARS AND OLDER  
MERCHANTABLE <sup>TWB</sup>

A. Grantor is conveying to Grantee, pursuant to a Security Agreement—Timber of even date (the "Security Instrument"), a first lien security interest in all of the timber ~~and trees of any size, any age,~~ and any species now or hereafter located on the real property legally described on Exhibit A attached (the "Realty"), ~~whether merchantable or not,~~ whether standing, down or cut, and whether or not subject to any agreement relating to cutting or harvesting (the "Timber"). Grantee's acquisition of a lien on the Timber is given to secure, among other things, certain loans from Grantee to Grantor. Grantor either owns an interest in or holds a lien or encumbrance upon the Realty. Grantee's making such loans to Grantor is contingent upon Grantor's entering into this Agreement and conveying to Grantee the easements and access rights described in this Agreement. Grantee's making such loans to Grantor constitutes the consideration for the conveyance of these easements and access rights to Grantee and for the Grantor's entering into this Agreement.

B. The parties desire to have Grantor convey to Grantee ingress and egress easements over and across any existing roads on the Realty and over and across any future roads thereon, to use connection with the managing, inspecting, protecting, maintaining, commercial logging, harvesting and transporting of the Timber. The parties also desire to have Grantor convey and assign to Grantee all of Grantor's rights and interests now existing or hereafter arising under all easements, rights of

access, prescriptive easement rights, licenses, permit rights and rights-of-way, now existing or hereafter arising, appurtenant to or that provide access to the Realty or any portion thereof.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following easements and access rights are established and conveyed, and the undersigned, intending to be legally bound, agree as follows:

1. Easements. Grantor hereby grants and conveys to Grantee and its successors, assigns, and licensees, non-exclusive easements over, across and upon those portions of the Realty which currently exist or shall exist in the future as roads of any size, quality, or grade, including those paved and unpaved, for the purpose of providing roadway access, ingress and egress to, from and across the Realty. Such easements are for use in connection with the managing, inspecting, protecting, maintaining, harvesting and transporting of the Timber and as otherwise necessary or appropriate for the commercial production, harvesting and transporting of the Timber.

2. Assignment of Rights. Grantor hereby irrevocably conveys and assigns to Grantee and its successors, assigns, and licensees, all easements, rights of access, prescriptive easement rights, licenses, permit rights and rights-of-way, whether written or oral or arising from agreement, operation of law or otherwise, now existing or hereafter arising, appurtenant to or otherwise providing access to the Realty or any portion thereof. The foregoing assignment of rights and interests is for the purpose of providing access to, from and across the Realty in connection with the managing, inspecting, protecting, maintaining, harvesting, and transporting of the Timber or as otherwise necessary or appropriate for the commercial production, harvesting, and transporting of the Timber. The foregoing assignment of rights and interests is non-exclusive to Grantee, and Grantor reserves the right to continue to utilize and benefit from said rights and interests.

3. Right to Construct Future Roads; Temporary Construction Easement. Grantor also hereby grants to Grantee and its successors, assigns and licensees, the right (but not the obligation) to repair, maintain and reconstruct existing roads on the Realty and to construct additional roads on the Realty as Grantee deems reasonable and appropriate to provide efficient access to, from and across the Realty. Grantor also hereby grants Grantee the right to enter upon those portions of the Realty immediately adjacent to the existing roads or any future roads for use on a temporary basis as may be reasonable and appropriate for the purpose of constructing, extending, maintaining, clearing, repairing and replacing such roads, as Grantee reasonably determines is appropriate for effective use of its access rights to the Realty, including, without limitation, cleaning and repairing ditches and culverts.

4. Timber Easements. Grantor hereby grants and conveys to Grantee and its successors, assigns and licensees, non-exclusive easements over, across, and upon all of the Realty to enter upon such property for any purpose related to the managing, inspecting, maintaining, protecting, harvesting, cutting, and transporting of the Timber and for such other uses and purposes as are necessary or appropriate in connection with conducting commercial timber operations thereon.

5. Cost of Maintenance of Existing Roads. Grantor shall keep the existing roads and any future roads on the Realty maintained, repaired and in good operable condition at its sole cost and expense.

6. No Dedication; No Obligation of Grantee. Neither this Agreement nor the easements, rights or interests granted herein shall be construed as either an express or an implied dedication to the public, nor be construed to impose any obligation on Grantee to inspect, maintain, protect, harvest or transport the Timber, or to inspect, maintain or repair any roads.

7. Binding Effect. The easements, assignments, and covenants contained in this Agreement are not personal but shall run with the land and shall be binding upon Grantor and

TIMBER ACCESS EASEMENT

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Grantor's transferee's, successors and assigns. The easements, access rights, interests and covenants contained in this Agreement shall inure to the benefit of Grantee and Grantee's licensees, transferees, successors and assigns (whether by foreclosure or otherwise).

8. Attorneys' Fees. If an action is commenced to enforce any rights created hereunder, the prevailing party in such action shall be entitled to an award for its costs, expenses, and reasonable attorneys' fees, including the allocated cost of in-house counsel.

9. Counterparts. This Agreement may be executed and acknowledged in such multiple counterparts as may be necessary for the convenience of the parties. The original signed signature pages and acknowledgements may be attached to one counterpart of this Agreement to facilitate the recording of this Agreement in the real property records where the Realty is located.

10. Compliance with Laws. The easements and access rights granted herein shall be utilized in compliance with the requirements of all applicable laws and regulations.

11. Miscellaneous. This Agreement and the Security Instrument constitutes the entire understanding of the parties with respect to the subject matter of access to the Timber. This Agreement may not be amended except in writing signed by the parties benefited and burdened hereby. To the extent there is any inconsistency or conflict between the terms of this Agreement and the Security Instrument, the terms of the Security Instrument shall control.

12. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

13. Adequacy of Easements. Grantor represents and warrants to Grantee (i) that the roadway easements and access rights and interests conveyed to Grantee herein are adequate and sufficient to provide roadway ingress, egress and access from county roads to all Timber granted to Grantee under the Security Instrument; (ii) that the easements, access rights and interests granted herein are adequate and sufficient to permit Grantee to produce and harvest the Timber in a commercially reasonable manner; (iii) that Grantor has all right, power and authority to enter into this Agreement and to convey the easements, rights and interests conveyed herein, and that no consents or other approvals are required therefor; (iv) that no liens or mortgages created or granted by Grantor exist over the Realty; (v) that the existing roads are in useable condition; and (vi) that Grantor will grant Grantee such further easements and access rights as Grantee may reasonably require to enhance the efficient commercial production, harvest and hauling of the Timber.

14. Termination of Agreement. The easements, rights and interests assigned, conveyed or granted to Grantee in this Agreement are irrevocable and shall continue until such time as all of the obligations of Grantor secured by the Security Instrument have been fully satisfied, paid and performed (the "Satisfaction of all Obligations"). At such time as the Satisfaction of all Obligations has occurred, this Agreement and the easements, rights and interests assigned, conveyed or granted to Grantee herein shall terminate, such termination to be evidenced by the filing of a UCC termination statement by Grantee of all of its security interest in all of the Timber.

DATED the day and year first above written.

Grantor:

**GREEN CROW CORPORATION**

By: *Randall S. Johnson*  
Randall S. Johnson, President

Grantee:

**BANK OF AMERICA, N.A.**

By: *Thomas A. Braaten*  
Tom Braaten, Senior Vice President

TIMBER ACCESS EASEMENT

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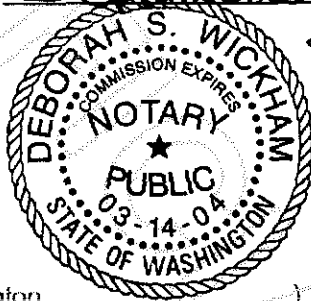
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State of Washington )  
County of Clallam )  
SS

I certify that I know or have satisfactory evidence that Randail S. Johnson 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 President of GREEN CROW CORPORATION, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: September 26, 2003



Deborah S. Wickham  
Notary Public for the State of Washington,

residing at Petal, Angeles  
Printed name of Notary: Deborah Wickham  
My commission expires March 14, 2004

State of Washington )  
County of \_\_\_\_\_ )  
SS

I certify that I know or have satisfactory evidence that Tom Braaten 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 a Senior Vice President of BANK OF AMERICA, N.A., a national banking association, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Washington,  
residing at \_\_\_\_\_  
Printed name of Notary: \_\_\_\_\_  
My commission expires \_\_\_\_\_

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 13 2003

Amount Paid \$ \_\_\_\_\_  
By [Signature] Skagit Co. Treasurer Deputy



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EXHIBIT A TO EASEMENT AGREEMENT

LEGAL DESCRIPTION

PARCEL "15W":

The South 1/2 of the Northeast 1/4; the East 1/2 of the Southwest 1/4; and the Southeast 1/4, Section 31, Township 33 North, Range 6 East W.M.

PARCEL "15X":

The Southwest 1/4 of the Southwest 1/4, Section 32, Township 33 North, Range 6 East W.M.



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