

## AMENDMENT TO IMPLEMENTATION AGREEMENT

THIS AGREEMENT ("Amended Agreement") is made and entered into as of the 26 day of JUNE, 1995, by and between the UNITED STATES FISH & WILDLIFE SERVICE ("FWS"), an agency of the federal government, the NATIONAL MARINE FISHERIES SERVICE ("NMFS"), an agency of the federal government (FWS and NMFS may be referred to individually as "Agency" and collectively as "Agencies"), and MURRAY PACIFIC CORPORATION ("Murray Pacific"), a Washington corporation.

### I. RECITALS

WHEREAS, FWS and Murray Pacific entered into an agreement captioned "IMPLEMENTATION AGREEMENT - MURRAY PACIFIC CORPORATION - NORTHERN SPOTTED OWL - HABITAT CONSERVATION PLAN," ("Original Agreement"), dated September 24, 1993, a copy of which is attached hereto, marked Exhibit 1, and incorporated herein by this reference; and

WHEREAS, on the basis of the Original Agreement and the HABITAT CONSERVATION PLAN FOR THE NORTHERN SPOTTED OWL ("Original HCP"), FWS has issued to Murray Pacific Incidental Take Permit No. 777837 ("the Incidental Take Permit") which authorizes incidental take of the northern spotted owl (Strix occidentalis caurina) for a period of 100 years; and

WHEREAS, Murray Pacific, with the cooperation and assistance of the Agencies, has prepared an AMENDMENT to the Original HCP and ADDENDUM TO THE AMENDMENT ("Amended HCP"), which Amended

HCP covers all species which now or hereafter use the types of habitats which occur on the Permit Area; and

WHEREAS, Murray Pacific has applied to have the Incidental Take Permit include all species which may now or hereafter use the types of habitats which occur on the Permit Area and which are listed under the Endangered Species Act, 16 USC §§1531-1544 (ESA), as endangered or threatened on the effective date of this Amended Agreement; and desires to have the Incidental Take Permit, as amended from time to time, include every species that may now or hereafter use the types of habitats which occur on the Permit Area which may become listed after the effective date of this Amended Agreement, except as provided in Section I, below;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Agencies and Murray Pacific amend the Original Agreement as follows:

## II. AGREEMENT

A. Incorporation of Original Agreement and Original HCP. The Original Agreement is hereby incorporated by reference, and remains in effect to the extent it is not contradictory to the terms of this Amended Agreement, in which case this Amended Agreement will control. Use of the term "Amended Agreement" hereafter includes the terms and provisions of the Original Agreement as modified by this amendment. The Original HCP and its terms, and the Amended HCP and its terms are hereby incorporated by reference. The Amended HCP incorporates the Original HCP, and the Original HCP remains in effect to the extent it is not contradictory to the Amended HCP, in which case the Amended HCP will control. Use of the

term "Amended HCP" hereafter includes the terms and provisions of the Original HCP as modified by the Amended HCP. The terms of the Amended HCP shall be interpreted as supplementary to this Amended Agreement, but in the event of any direct contradiction the terms of this Amended Agreement will control.

**B. Purposes.** The purposes of this Amended Agreement are to insure implementation of the Amended HCP; to contractually bind the parties to the terms of the Amended HCP; to describe the remedies and recourse in the event of a breach of the terms hereof, and to obtain assurances that in accordance with the provisions of the ESA and Section I of this Amended Agreement, the Incidental Take Permit will be amended to add all species addressed in the Amended HCP which are listed as threatened or endangered after the effective date of this Amended Agreement, except as provided below in Section H and I.

**C. Definitions.** Terms used in the Amended HCP and in the ESA, shall have the same meaning when used in this Amended Agreement, except as may be otherwise noted. The term "threatened or endangered species" includes any species now or hereafter listed and defined as such under the Endangered Species Act and any other species afforded similar status or protection by federal law or regulation at any time applicable to the Permit Area. The term "species addressed in the Amended HCP" includes all listed and unlisted species that may now or hereafter use the types of habitats which occur on the Permit Area.

**D. Permit Area.** The Murray Pacific land exchanges with the United States Forest Service and State of Washington Department of Natural

Resources described in the last paragraph of Section 2.5.5, at page 2-42, of the Original HCP, have occurred. Therefore the Permit Area is expanded to include all those lands described as "Lands to Murray" in Table 2-3, at page 2-43 of the Original HCP (collectively, the "Permit Area").

**E. Duration.** This Amended Agreement shall become effective on the date of the signing of this Amended Agreement by all parties and shall remain in full force and effect for a period of one hundred (100) years after this Amended Agreement takes effect. Subject to Section 10(a)(2)(C) of the ESA and Section H and I hereof, amendments to the Incidental Take Permit issued during the term of this Amended Agreement for species unlisted at the time of signing of this Amended Agreement but subsequently listed as threatened or endangered during the term of this Amended Agreement shall remain in effect from the date of issuance of the permit amendment for at least the then remaining term of this Amended Agreement.

**F. Terms and Provisions.** The Agencies and Murray Pacific agree to be bound by and to implement the terms and provisions of the Amended HCP, including, without limitation, those pertaining to funding by Murray Pacific. The Agencies agree to administer and amend the Incidental Take Permit in accordance with the provisions of the ESA and this Amended Agreement.

**G. Remedies and Enforcement.** Without limitation of further rights and remedies, each of the parties shall have all remedies otherwise available at law or in equity to enforce the terms of this Amended Agreement and the Amended HCP, including specific performance.

**H. Permit Suspension or Revocation.** The Agencies agree that so long as Murray Pacific continues to fully implement the provisions of this Amended

Agreement, the Amended HCP, and the Incidental Take Permit, they will not suspend or revoke the Incidental Take Permit, excepting only to the extent that suspension or revocation of the Incidental Take Permit is governed by the provisions of 50 CFR §13.27 - 13.29 and the terms of this Amended Agreement.

**I. Adequacy, Certainty & Modification.** Within the context of commercial forest management by Murray Pacific of its tree farm, the Amended HCP promotes habitat conservation for all species addressed in the Amended HCP. This Amended HCP will contribute to the long-term conservation of federally listed and unlisted species, while providing certainty and stability for Murray Pacific and the Agencies. In exchange for adherence to its long-term commitments herein, Murray Pacific is assured that its management can continue despite any incidental taking of protected species, subject only to the provisions of the ESA and these documents, and the Agencies are assured the enhanced habitat and other fish and wildlife measures described in the Amended HCP will be provided throughout the term of this Amended Agreement. Where the terms of the Amended HCP are determined through the operation of existing state law and regulation, such as the provisions of WAC Chapter 222-22, the parties find the resulting prescriptions, based upon current standards and practices, are adequate and necessary for the purposes of this Agreement and the parties expect a comparable level of protection to be provided through the term of this Agreement. The Agencies and Murray Pacific, based upon the best scientific and commercial data available and the terms and provisions of this Amended Agreement and the Amended HCP, have found that with respect to all species addressed in the Amended HCP:

- (1) the taking of the species in accordance with the Amended HCP will be incidental;**
- (2) Murray Pacific, to the maximum extent practicable, has minimized and mitigated the impacts of the Incidental taking of the species in accordance with the Amended HCP;**
- (3) Murray Pacific has ensured that adequate funding for the Amended HCP will be provided;**
- (4) The Amended Agreement provides procedures to deal with unforeseen circumstances;**
- (5) The taking of the species in accordance with the Amended HCP will not appreciably reduce the likelihood of the survival and recovery of the species in the wild;**
- (6) The measures required by the Agencies as being necessary or appropriate for purposes of the Amended HCP will be met;**
- (7) Through this Amended Agreement, the Agencies have received the required assurances that the Amended HCP will be implemented;**
- (8) Subject to this Section I and Sections J and K of this Amended Agreement, the protection afforded all habitat types and the species specific measures of the Amended HCP adequately provide for all species that may now or hereafter use the types of habitats which may occur in the Permit Area, currently**

listed and which may be listed subsequent to the signing of this Amended Agreement; and

- (9) The habitat enhancement and species specific mitigation and minimization measures in the Amended HCP, provide adequate protection of all habitat types in the Permit Area and thereby provide adequate protection for all species that may use the habitat types found in the Permit Area.

The Incidental Take Permit for currently listed species addressed in the Amended HCP has been issued contemporaneously with the signing of this Amended Agreement. Thereafter, each species that may use the types of habitats which occur on the Permit Area and which is listed as threatened or endangered under the ESA during the term of this Amended Agreement, shall be added to the Incidental Take Permit within 60 days of receipt by FWS and NMFS of a written request from Murray Pacific, unless within said 60-day period FWS or NMFS determines that adding such species to the Incidental Take Permit would appreciably reduce the likelihood of its survival and recovery in the wild because FWS or NMFS reasonably finds that relevant factors exist, including: (1) the size of the species' population or range is very small in relation to the Permit Area, (2) the percentage of the species' population or range adversely affected by the Amended HCP and Incidental Take Permit applicable to the Permit Area is very large in relation to the entire population or range of the species, (3) the ecological importance of the affected population or range is very significant, and (4) the adverse effects of the Amended HCP and Incidental Take Permit to the affected population or range would be very severe. If the relevant factors are found to exist, the responsible Agency in addition will determine

whether a meaningful improvement in the likelihood of the species' survival in the wild can be achieved by additional mitigation in the reserve areas or other adjustments in the Amended HCP and Incidental Take Permit covering the Permit Area. Unless appropriated funds are not available, the responsible Agency shall provide the appropriate additional mitigation or other adjustments in a timely manner and amend the Incidental Take Permit to include the affected species. If appropriated funds are not available, the responsible Agency in a timely manner shall use all other available means, including non-governmental sources of funds and other alternative methods of mitigation or adjustment, to achieve the appropriate additional mitigation and amend the Incidental Take Permit to cover the particular species.

**J. Unforeseen Circumstances.** If additional mitigation measures are found to be necessary for any particular species, and Murray Pacific is in compliance with the Amended HCP, then the primary obligation for such additional mitigation measures shall not rest with Murray Pacific. In the event of unforeseen circumstances arising in connection with the Amended HCP or this Amended Agreement, the Agencies or Murray Pacific (the "Requesting Party") may request consultation with the other party (the "Responding Party") regarding those circumstances and may suggest modifications to the terms of the Amended HCP and this Amended Agreement, or to the implementation methods planned or being conducted. The Responding Party shall consult with the Requesting Party, consider such requests in good faith, and explore with the Requesting Party whether there is a mutually acceptable means of adjusting the terms or implementations of the Amended HCP, so that both parties' interests are maintained. For example, if the Agencies seek a change due to unforeseen circumstances,

which change is of substantial benefit to a species, and of little or no additional cost to Murray Pacific, then Murray Pacific may agree to the change. If the cost is significant to Murray Pacific, then the parties may find further or different voluntary adjustments that will avoid or minimize the cost to Murray Pacific. In negotiating, the Agencies shall not seek a commitment of additional land, operating requirements, or financial undertaking beyond the level of mitigation which is provided under the terms of the Amended HCP (provided Murray Pacific has adhered to the terms of the Amended HCP, this Amended Agreement, and the Incidental Take Permit). The Requesting Party shall bear the burden of demonstrating that significant unforeseen circumstances have arisen, and any request for consultation must emanate from someone in a position comparable to (or higher than) that of the current positions of Assistant Regional Directors of the Agencies, or Resource Manager for Murray Pacific, unless the parties agree otherwise in writing. If the Responding Party, after consultation and in its unfettered discretion, does not agree voluntarily to implement requested changes, then the Requesting Party must look to Section K, below, regarding Extraordinary Circumstances, if it wishes to continue to pursue changes, and must satisfy the provisions of Section K regarding such desired changes. The Agencies agree that so long as Murray Pacific continues to fully implement the provisions of this Amended Agreement, the Amended HCP, and the Incidental Take Permit, they will not impose on Murray Pacific any non-consensual additional land use restrictions or financial obligations for any species addressed in the Amended HCP during the duration of this Amended Agreement.

**K. Extraordinary Circumstances.** The parties intend that additional mitigation requirements shall not be imposed upon Murray Pacific without its consent so long as Murray Pacific is fully implementing the Amended HCP and Incidental Take Permit except as provided in this Section K. For purposes of the Amended HCP, the Incidental Take Permit and this Amended Agreement, Extraordinary Circumstances shall mean that the best scientific and commercial data available demonstrates that continued operation of the tree farm by Murray Pacific in accordance with the Amended HCP and Incidental Take Permit would result in a major adverse impact to a species that was not foreseen on the effective date of this Amended Agreement and would result in the appreciable reduction of the likelihood of the species' survival and recovery in the wild, both of which can be remedied by additional or different mitigation measures within previously agreed upon Reserve Areas or through other adjustments in the Amended HCP. FWS or NMFS shall have the burden of demonstrating that Extraordinary Circumstances exist, through clearly documented written findings based on reliable technical information regarding the status, location and habitat requirements of the species affected by Extraordinary Circumstances.

In deciding whether any Extraordinary Circumstances exist with respect to a particular species addressed in the Amended HCP and which might warrant requiring additional mitigation, an Agency must find that such additional mitigation is essential based on consideration of at least all the following factors:

- (1) the size of the current range of the affected species;

- (2) the percentage of range adversely affected by the Amended HCP;
- (3) the percentage of range conserved by the Amended HCP;
- (4) the ecological significance of that portion of the range affected by the Amended HCP;
- (5) the level of knowledge about the affected species and the degree of specificity of the species' conservation program under the Amended HCP;
- (6) whether the Amended HCP was originally designed to provide an overall net benefit to the affected species and contained measurable criteria for assessing the biological success of the Amended HCP; and
- (7) whether failure to adopt additional conservation measures would appreciably reduce the likelihood of survival and recovery of the particular affected species in the wild.

Any additional mitigation measures shall change the original terms of the Amended HCP only to the minimum extent necessary and shall be limited to modifications in reserve areas or to adjustments to the Amended HCP's operating program for the particular species affected by the Extraordinary Circumstances. Additional mitigation requirements shall not involve additional financial undertakings by Murray Pacific, nor apply additional restrictions or requirements to parcels of land available for forest practices operations in the Permit Area, including without limitation activities such as

harvesting, road construction and road use, without the written consent of Murray Pacific.

Nothing in this Amended Agreement shall be construed to limit or constrain either FWS or NMFS, or both, from taking any different or additional actions at its own cost with respect to the protection of any particular species, including reasonable compensation to Murray Pacific for the diminished value or loss of use of any lands and any increase in operating costs attributable to such actions.

**L. Inspections.** The Agencies may inspect all or any portion of the Permit Area in accordance with then applicable regulations. Except as provided in applicable regulations, each Agency will notify Murray Pacific of its intent to make an inspection and allow Murray Pacific representatives to accompany each Agency's representatives making such inspection. To assist Murray Pacific in meeting its obligations under the Amended HCP, each Agency will promptly brief Murray Pacific on the information learned during any inspection and provide copies of any written reports and conclusions from any inspection.

**M. Amendments.** Except for changes in accordance with Sections J and K, above, this Amended Agreement may be further amended only with the written consent of each of the parties.

**N. Successors and Assigns.** This Amended Agreement, the Amended HCP, and in accordance with 50 CFR §§13.24-13.25, the Incidental Take Permit shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**O. Covenant Running With Land.** This Amended Agreement and the Amended HCP shall constitute covenants against all of the land owned by Murray Pacific within the Permit Area. These covenants shall run with said lands, shall constitute covenants against them, and shall be binding upon and inure to the benefit of each successor in interest to said lands.

**P. Notice.** Notices under this Amended Agreement shall be delivered personally as set forth below or shall be deemed delivered five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows (or at such other address as directed from time to time by either party to the other in writing):

Murray Pacific Corporation  
3502 Lincoln Avenue East  
Tacoma, WA 98421

United States Fish and Wildlife Service  
3704 Griffin Lane Southeast, Suite 102  
Olympia, WA 98501-2192

National Marine Fisheries Service  
525 NE Oregon Street, Suite 500  
Portland, OR 92732-2737

**Q. Duplicate Originals.** This Amended Agreement may be executed in any number of duplicate originals. A complete original of this Amended Agreement shall be maintained in the official records of each of the parties hereto.

**R. Venue.** In the event of any dispute arising hereunder involving court action, the Parties agree to venue in the United States District Court, Western District of Washington at Tacoma, Washington.

**S. Third Party Beneficiaries.** This Amended Agreement is not intended to create, and does not create, any third party beneficiary interest herein in the public or in any member thereof, nor shall it authorize anyone not a party to this Amended Agreement to maintain a suit for personal injuries or property damages.

**THIS AMENDED AGREEMENT** has been executed on the dates indicated below and shall become effective on the day and year first above written.

**MURRAY PACIFIC CORPORATION**

Date 6/26, 1995

By: H.T. Murray III  
Title: VP

**UNITED STATES FISH AND WILDLIFE SERVICE**

Date 6/26, 1995

By: Thomas J. Payne  
Title: Deputy Regional Director

**NATIONAL MARINE FISHERIES SERVICE**

Date 6/26, 1995

By: William D. Smith  
Title: Regional Director

STATE OF WASHINGTON)

)ss.

County of Pierce )

I certify that I know or have satisfactory evidence that L. T. MURRAY, III, is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Vice President and General Manager of **MURRAY PACIFIC CORPORATION** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 26, 1995

Signature 

Type/Print Name DAWN R. PLASTER

Notary Public in and for the State of

Washington, residing at AUBURN

My appointment expires: 1-11-98

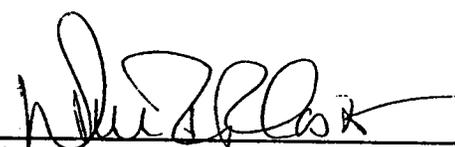
STATE OF WASHINGTON)

)ss.

County of Pierce )

I certify that I know or have satisfactory evidence that THOMAS J. DWYER is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Deputy Regional Director, Region 1, of **UNITED STATES FISH AND WILDLIFE SERVICE** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 26, 1995

Signature 

Type/Print Name DAWN R. PLASTER

Notary Public in and for the State of

Washington, residing at AUBURN

My appointment expires: 1-11-98

STATE OF WASHINGTON)

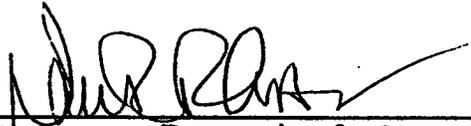
)ss.

County of Pierce )

I certify that I know or have satisfactory evidence that WILLIAM STELLE, JR. is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Regional Director, Northwest Region of NATIONAL MARINE FISHERIES SERVICE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 26, 1995

Signature



Type/Print Name

DAWN R. PLASTER

Notary Public in and for the State of

Washington, residing at

AUBURN

My appointment expires:

1-11-98

**IMPLEMENTATION AGREEMENT  
MURRAY PACIFIC CORPORATION  
NORTHERN SPOTTED OWL  
HABITAT CONSERVATION PLAN**

THIS AGREEMENT is made and entered into as of the 24<sup>th</sup> day of September 1993, by and between the United States Fish and Wildlife Service (Service), and Murray Pacific Corporation (Murray Pacific), a Washington Corporation.

**I.  
RECITALS**

WHEREAS, Murray Pacific owns approximately 55,000 acres of forest land in eastern Lewis County upon which Murray Pacific desires to continue to conduct forest practices including harvesting, and upon which at any given time Northern Spotted Owls (*Strix occidentalis caurina*) may reside or visit; and

WHEREAS, the Northern Spotted Owl (Owl) is listed as threatened under the Federal Endangered Species Act, 16 U.S.C. 1531, *et seq.*, as amended, (ESA), and any taking, as that term is used in the ESA, of Owls is prohibited, except for incidental takings authorized by the Service in connection with approval of a Habitat Conservation Plan (HCP); and

WHEREAS, an Owl HCP has been prepared by Murray Pacific for its lands in Lewis County, Washington through the cooperation and assistance of the Service the Washington State Department of Wildlife and many others, after lengthy study and discussion;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**II.  
AGREEMENT**

A. **Incorporation of HCP.** The HCP and its terms are incorporated by this reference. The terms of this Agreement and those of the HCP shall be interpreted as supplementary to each other, but in the event of any direct contradiction the terms of this Agreement will control.

B. **Legal Requirements.** The HCP provides measures intended to assure that any take occurring within the HCP and Incidental Take Permit area will be incidental; that the impacts of the take will to the maximum extent practicable be minimized and mitigated; that adequate funding for the HCP will be provided; and that the take will not appreciably reduce the likelihood of the survival and recovery of the owl.

C. **Purposes.** The purposes of this Agreement are to insure implementation of the HCP; to contractually bind the parties to the

terms of the HCP; and to provide remedies and recourse in the event of a breach of the terms of this Agreement.

D. **Definitions.** Terms used in the HCP and those used in the ESA shall have the same meaning when used in this Agreement, except as otherwise noted.

E. **Permit Area.** Attached hereto as Exhibit A, and incorporated by reference, is the legal description of the lands now owned by Murray Pacific and subject to this Agreement, the HCP, and Incidental Take Permit. Said lands are referred to in this Agreement, the HCP and the Incidental Take Permit, variously as the "HCP area", the "Incidental Take Permit area", the "plan area", the "permit area", and perhaps other similar terms. All such terms, unless otherwise indicated, used in this Agreement, the HCP or the Incidental Take Permit, refer to those lands described on Exhibit A.

F. **Duration.** This Agreement shall become effective on the date the Service issues the Incidental Take Permit requested in the HCP and shall remain in full force and effect for a period of one hundred (100) years thereafter, as shall the Incidental Take Permit, except as otherwise provided herein.

G. **Terms and Provisions.** The parties agree to be bound by and to implement the terms and provision of the HCP, including, without limitation, those pertaining to funding by Murray Pacific and those pertaining to the granting of the Incidental Take Permit by the Service.

H. **Remedies and Enforcement.** Each of the parties shall have all remedies available in equity to enforce the terms of this Agreement and the HCP, including specific performance.

I. **Permit Suspension or Revocation.** Any suspension or revocation of the Incidental Take Permit shall be governed by the provisions of 50 CFR §13.27 through 13.29.

### III. LIMITATIONS AND EXTENT OF ENFORCEABILITY

J. **Limitation on Further Mitigation.** The parties acknowledge that the purpose of this Agreement is to set forth the obligations and rights of the parties with respect to this Agreement, the HCP, the Incidental Take Permit, and to provide for the conservation of the Owl and mitigation and compensatory measures required in connection with incidental taking of the Owl in the course of otherwise lawful activities within the Incidental Take Permit area. Accordingly, except as otherwise required by law or by the terms of this Agreement, no further mitigation or compensation for the conservation of the Owl will be required of Murray Pacific within the Permit area during the term of this Agreement.

**IV.**  
**MISCELLANEOUS PROVISIONS**

**K. Amendments.** Except as otherwise required by law, this Agreement may be amended only with the written consent of each of the parties. This amendment process will be used to address unforeseen circumstances.

**L. Successors and Assigns.** This Agreement, the HCP and the Incidental Take Permit shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**M. Covenant Running with Land.** This Agreement, the HCP and the Incidental Take Permit shall constitute covenants against all of that land within the plan area. These covenants shall run with said lands, shall constitute covenants against them, and shall be binding upon and inure to the benefit of each successor in interest to said lands.

**N. Notice.** Notices under this Agreement shall be delivered personally as set forth below or shall be deemed delivered five (5) days after deposit in the United States mail, certified and postage prepaid, return receipt requested and addressed as follows (or at such other address as directed from time to time by either party to the other in writing):

Murray Pacific Corporation  
3502 Lincoln Avenue East  
Tacoma, Washington 98421

United States Fish and Wildlife Service  
3704 Griffin Lane Southeast, Suite 102  
Olympia, Washington 98501-2192

**O. Duplicate Originals.** This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the parties hereto.

**P. Third Party Beneficiaries.** This Agreement is not intended to create, and does not create, any third party beneficiary interest herein in the public or in any member thereof, nor shall it authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damages under the provisions hereof.

**THIS AGREEMENT** has been executed on the dates indicated below and shall become effective on the day and year first above written.

MURRAY PACIFIC CORPORATION

Date 9/21/93

By: L.T. Murray III  
Title: VICE PRESIDENT

UNITED STATES FISH AND WILDLIFE SERVICE

Date SEP 24 1993

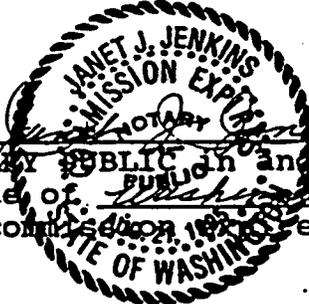
WILLIAM E. MARTIN

By: [Signature]  
Title: Acting Regional Director

STATE OF Washington )  
COUNTY OF Lucie ) SS

I certify that I know or have satisfactory evidence that L.T. Murray III is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Vice President of MURRAY PACIFIC CORPORATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/21/93

  
NOTARY PUBLIC [Signature] and for the  
State of Washington  
My commission expires: 8/21/95

STATE OF Oregon )  
COUNTY OF Multnomah ) SS

I certify that I know or have satisfactory evidence that William E. Martin is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Acting Regional Director of the UNITED STATES FISH AND WILDLIFE SERVICE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: SEP 24 1993

*Judith M Grover*  
NOTARY PUBLIC in and for the  
State of Oregon  
My commission expires: 10/15/96



Legal descriptions of properties included in Murray Pacific's  
Habitat Conservation Plan

	Tax	Description
1	30947-1	All of Section 2, Township 12 North, Range 6 East, W.M., Lewis County, WA.
2	30958-1	The north half of the north half and the south half of the northeast quarter of Section 4, Township 12 North, Range 6 East, W.M., Lewis County, WA.
3	31107	The north half of the northwest quarter and the southwest quarter of the northwest quarter of Section 12, Township 12 North, Range 6 East, W.M., Lewis County, WA.
4	31481-1	All of Section 37, Township 12 North, Range 6 East, W.M., Lewis County, WA.
5	33924	All of Section 1, Township 13 North, Range 4 East, W.M., Lewis County, WA.
6	33930	The west half of Section 2, Township 13 North, Range 4 East, W.M., Lewis County, WA.
7	33933	The southeast quarter of Section 2, Township 13 North, Range 4 East, W.M., Lewis County, WA.
8	33934	All of Section 3, Township 13 North, Range 4 East, W.M., Lewis County, WA.
9	33951	All of Section 9, Township 13 North, Range 4 East, W.M., Lewis County, WA.
10	33955	The northeast quarter and the west half of Section 10, Township 13 North, Range 4 East, W.M., Lewis County, WA.
11	33956	The southeast quarter of Section 10, Township 13 North, Range 4 East, W.M., Lewis County, WA.
12	33957	All of Section 11, Township 13 North, Range 4 East, W.M., Lewis County, WA.
13	33961	The northeast quarter of Section 12, Township 13 North, Range 4 East, W.M., Lewis County, WA.
14	33965	The northeast quarter of the northwest quarter of Section 12, Township 13 North, Range 4 East, W.M., Lewis County, WA.
15	33967	The southeast quarter of the northwest quarter of Section 12, Township 13 North, Range 4 East, W.M., Lewis County, WA.

EXHIBIT A

Parcel Number	Tax	Description
16	33969	The southeast quarter of Section 12, Township 13 North, Range 4 East, W.M., Lewis County, WA.
17	33973	All of Section 13, Township 13 North, Range 4 East, W.M., Lewis County, WA.
18	33977	The north half and the southeast quarter of Section 14, Township 13 North, Range 4 East, W.M., Lewis County, WA.
19	33979	The southwest quarter of Section 14, Township 13 North, Range 4 East, W.M., Lewis County, WA.
20	33981	The north half and the north half of the southeast quarter of Section 15, Township 13 North, Range 4 East, W.M., Lewis County, WA.
21	33983	The southwest quarter and the south half of the southeast quarter of Section 15, Township 13 North, Range 4 East, W.M., Lewis County, WA.
22	33986	All of Section 17, Township 13 North, Range 4 East, W.M., Lewis County, WA.
23	34003	All of Section 21, Township 13 North, Range 4 East, W.M., Lewis County, WA.
24	34007	All of Section 22, Township 13 North, Range 4 East, W.M., Lewis County, WA.
25	34011	All of Section 23, Township 13 North, Range 4 East, W.M., Lewis County, WA.
26	34015-1	The southwest quarter of the northeast quarter of Section 24, Township 13 North, Range 4 East, W.M., Lewis County, WA.
27	34016	The northwest quarter and the north half of the southwest quarter of Section 24, Township 13 North, Range 4 East, W.M., Lewis County, WA.
28	34021-2	The west half of the northeast quarter of the southeast quarter of Section 24, Township 13 North, Range 4 East, W.M., Lewis County, WA.
29	34022	The northwest quarter of the southeast quarter of Section 24, Township 13 North, Range 4 East, W.M., Lewis County, WA.
30	34040	The northwest quarter and the north half of the northeast quarter and the southwest quarter of the northeast quarter of Section 26, Township 13 North, Range 4 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
31	34049	All of Section 27, Township 13 North, Range 4 East, W.M., Lewis County, WA.
32	34191	All of Section 1, Township 13 North, Range 5 East, W.M., Lewis County, WA.
33	34207	The north half of Section 2, Township 13 North, Range 5 East, W.M., Lewis County, WA.
34	34215	The south half of Section 2, Township 13 North, Range 5 East, W.M., Lewis County, WA.
35	34257	The north half and the southwest quarter of Section 6, Township 13 North, Range 5 East, W.M., Lewis County, WA.
36	34317	All of Section 10, Township 13 North, Range 5 East, W.M., Lewis County, WA.
37	34334	All of Section 11, Township 13 North, Range 5 East, W.M., Lewis County, WA.
38	34349	The north half and the northwest quarter of the southwest quarter and the east half of the southeast quarter of Section 12, Township 13 North, Range 5 East, W.M., Lewis County, WA.
39	34359	The southwest quarter of the southwest quarter of Section 12, Township 13 North, Range 5 East, W.M., Lewis County, WA.
40	34361	All of Section 13, Township 13 North, Range 5 East, W.M., Lewis County, WA.
41	34377	The north half of the northeast quarter and the southeast quarter of the northeast quarter and the northwest quarter and the northwest quarter of the southwest quarter and the northeast quarter of the southeast quarter all of Section 14, Township 13 North, Range 5 East, W.M., Lewis County, WA.
42	34378	The southwest quarter of the northeast quarter of Section 14, Township 13 North, Range 5 East, W.M., Lewis County, WA.
43	34380	The east half of the southwest quarter and the northwest quarter of the southeast quarter and the south half of the southeast quarter of Section 14, Township 13 North, Range 5 East, W.M., Lewis County, WA.
44	34381	The southwest quarter of the southwest quarter of Section 14, Township 13 North, Range 5 East, W.M., Lewis County, WA.

Tax Parcel Number	Description
45 34387	The north half of the northeast quarter and the southwest quarter of the northeast quarter and the northwest quarter and the south half of Section 15, Township 13 North, Range 5 East, W.M., Lewis County, WA.
46 34427-4	That portion of the east half of the southwest quarter lying West of State Highway 7 and lying northeast of the Tilton River in Section 18, Township 13 North, Range 5 East, W.M., Lewis County, WA.
47 34428-2	That portion of the east half of the southeast quarter and that portion of the northwest quarter of the southeast quarter lying east of the Chicago, Milwaukee, St. Paul and Pacific Railway right of way PLUS that portion of the southwest quarter of the southeast quarter lying west of the Chicago, Milwaukee, St. Paul and Pacific Railway right of way and lying east of a line described as follows: beginning at an iron bolt 1877.77 feet west of the southeast corner of Section 18, Township 13 North, Range 5 East; then west for 100.0 feet, then north for 650.0 feet, then east for 366.7 feet, more or less, to the west boundary of the Ladd Logging Company's right of way, then following the west boundary of said right of way to the north line of said subdivision PLUS that portion of the northwest quarter of the southeast quarter lying east of the Tilton River and west of the Tacoma Eastern Railway right of way and north of a line described as follows: beginning at a point 180.1 feet west of the southeast corner of the northwest quarter of the southeast quarter of Section 18, Township 13 North, Range 5 East, then North 2°30' East 370.3 feet, then west to the Tilton River on a bearing parallel to the south line of said subdivision all in Section 18, Township 13 North, Range 4 East, W.M., Lewis County, WA.
48 34428-3	The southwest quarter of the northwest quarter and the east half of the northwest quarter lying west of State Highway 7 in Section 18, Township 13 North, Range 5 East, W.M., Lewis County, WA.
49 34428-4	That portion of the northeast quarter lying west of State Highway 7 in Section 18, Township 13 North, Range 5 East, W.M., Lewis County, WA.
50 34432	The west half of the southwest quarter of Section 18, Township 13 North, Range 5 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
51	34440	The following described parts of Section 19, Township 13 North, Range 5 East, W.M., Lewis County, WA.:
52	34441-1	The east half EXCEPT the Chicago, Milwaukee, St. Paul and Pacific Railway right of way and EXCEPTING that part lying within the T. A. Williams Private Road, as disclosed by deed recorded May 15, 1959, in volume 401 of deeds, page 341, under auditor's file No. 600235, and deed recorded December 27, 1951 in volume 354 of deeds, page 434, under auditor's file No. 498724, records of Lewis County, WA.
53	34442	
54	34444-1	
55	34444-2	
56	34452	TOGETHER WITH that portion of vacated Ralph Laudall Road No. 950 which would attach by operation of law.

That portion of the north half of the northwest quarter and the north half of the south half of the northwest quarter lying West of State Highway 7 right of way.

That portion of the south half of the southwest quarter of the northwest quarter lying west of the Tilton River.

That portion of the northwest quarter of the southwest quarter described as follows: Beginning at the northwest corner of said subdivision, then South along the west line thereof a distance of 645 feet, then East 203.8 feet to an iron pipe on the east side of the Tilton River, then North 100.0 feet, then West to the thread of the Tilton River, then northeasterly along the thread of the Tilton River to a point on the north line of said subdivision, then west to the place of beginning.

That portion of the northeast quarter of the northwest quarter lying east of State Highway 7 and south of a line described as follows: Beginning at a point on the easterly line of State Highway 7 which is 664 feet south of the north line of said Section 19, then east parallel with the north line of said section, 780 feet, more or less, to the east line of said subdivision.

57	34456	The northeast quarter and the east half of the northwest quarter of Section 20, Township 13 North, Range 5 East, W.M., Lewis County, WA.
58	34462	The west half of the southwest quarter of Section 20, Township 13 North, Range 5 East, W.M., Lewis County, WA.
59	34468	The west half and the west half of the northeast quarter and the west half of the east half of the northeast quarter and the west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 21, Township 13 North, Range 5 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
60	34483	The north half and the southwest quarter and the north half of the southeast quarter of Section 22, Township 13 North, Range 5 East, W.M., Lewis County, WA.
61	34496	All of Section 23, Township 13 North, Range 5 East, W.M., Lewis County, WA.
62	34512	The northeast quarter and the southwest quarter and the north half of the northwest quarter and the southwest quarter of the northwest quarter and the southwest quarter of the southeast quarter of Section 24, Township 13 North, Range 5 East, W.M., Lewis County, WA.
63	34524	All of Section 25, Township 13 North, Range 5 East, W.M., Lewis County, WA.
64	34537	The east half of Section 26, Township 13 North, Range 5 East, W.M., Lewis County, WA.
65	34545	The east half of Section 27, Township 13 North, Range 5 East, W.M., Lewis County, WA.
66	34591-3	That portion of the west half of the southwest quarter of the northeast quarter lying south of the East Fork of the Tilton River in Section 30, Township 13 North, Range 5 East, W.M., Lewis County, WA.
67	34592-1	
68	34593-1-2	That portion of the southeast quarter of the northeast quarter lying south of the East Fork of the Tilton River and lying southwesterly of the South Fork of the Tilton River in Section 30, Township 13 North, Range 5 East, W.M., Lewis County, WA.
69	34593-1-4	
70	34594-2	The Northwest quarter EXCEPT the Tacoma Eastern Railroad right of way ALSO EXCEPT the Murray Road ALSO EXCEPT the West 544.75 feet lying North of the Murray Road in Section 30, Township 13 North, Range 5 East, W.M., Lewis County, WA.
71	34596	
72	34598	The South half of Section 30, Township 13 North, Range 5 East, W.M., Lewis County, WA.
73	34654	The north half of the north half and the south half of the northeast quarter and the northeast quarter of the southeast quarter and the south half of the south half of Section 34, Township 13 North, Range 5 East, W.M., Lewis County, WA.
74	34673	The north half of the northwest quarter and the northwest quarter of the northeast quarter of Section 35, Township 13 North, Range 5 East, W.M., Lewis County, WA.
75	34683	All of Section 1, Township 13 North, Range 6 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
76	34704-1	The southwest quarter of Section 4, Township 13 North, Range 6 East, W.M., Lewis County, WA.
77	34705	All of Section 5, Township 13 North, Range 6 East, W.M., Lewis County, WA.
78	34709	All of Section 6, Township 13 North, Range 6 East, W.M., Lewis County, WA.
79	34710	All of Section 7, Township 13 North, Range 6 East, W.M., Lewis County, WA.
80	34714-1	All of Section 8, Township 13 North, Range 6 East, W.M., Lewis County, WA.
81	34715	All of Section 9, Township 13 North, Range 6 East, W.M., Lewis County, WA.
82	34719-1	The northwest quarter of the southwest quarter and the south half of the southwest quarter and the southeast quarter of Section 10, Township 13 North, Range 6 East, W.M., Lewis County, WA.
83	34720	The northeast quarter of the southwest quarter of Section 10, Township 13 North, Range 6 East, W.M., Lewis County, WA.
84	34721	All of Section 11, Township 13 North, Range 6 East, W.M., Lewis County, WA.
85	34738	All of Section 13, Township 13 North, Range 6 East, W.M., Lewis County, WA.
86	34754-1	All of Section 14, Township 13 North, Range 6 East, W.M., Lewis County, WA.
87	34755	All of Section 15, Township 13 North, Range 6 East, W.M., Lewis County, WA.
88	34759-1	All of Section 16, Township 13 North, Range 6 East, W.M., Lewis County, WA.
89	34760	All of Section 17, Township 13 North, Range 6 East, W.M., Lewis County, WA.
90	34764	The west half and the west half of the east half and the northeast quarter of the northeast quarter of Section 18, Township 13 North, Range 6 East, W.M., Lewis County, WA.
91	34767	The east half of the southeast quarter and the southeast quarter of the northeast quarter of Section 18, Township 13 North, Range 6 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
92	34776	All of Section 19, Township 13 North, Range 6 East, W.M., Lewis County, WA.
93	34780	The north half of the northwest quarter and the west half of the southwest quarter and the east half of Section 20, Township 13 North, Range 6 East, W.M., Lewis County, WA.
94	34781	The south half of the northwest quarter and the east half of the southwest quarter of Section 20, Township 13 North, Range 6 East, W.M., Lewis County, WA.
95	34784	All of Section 21, Township 13 North, Range 6 East, W.M., Lewis County, WA.
96	34788	The north half of the northeast quarter and the southeast quarter of the northeast quarter and northeast quarter of northwest quarter of Section 22, Township 13 North, Range 6 East, W.M., Lewis County, WA.
97	34792	The south half and the southwest quarter of the northeast quarter and the northwest quarter of the northwest quarter and the south half of the northwest quarter of Section 22, Township 13 North, Range 6 East, W.M., Lewis County, WA.
98	34793	All of Section 23, Township 13 North, Range 6 East, W.M., Lewis County, WA.
99	34809	The east half and the northwest quarter of Section 24, Township 13 North, Range 6 East, W.M., Lewis County, WA.
100	34817	The southwest quarter of Section 24, Township 13 North, Range 6 East, W.M., Lewis County, WA.
101	34825	All of Section 25, Township 13 North, Range 6 East, W.M., Lewis County, WA.
102	34841	All of Section 26, Township 13 North, Range 6 East, W.M., Lewis County, WA.
103	34857	All of Section 27, Township 13 North, Range 6 East, W.M., Lewis County, WA.
104	34860-1	All of Section 28, Township 13 North, Range 6 East, W.M., Lewis County, WA.
105	34861	All of Section 29, Township 13 North, Range 6 East, W.M., Lewis County, WA.
106	34866-1	All of Section 30, Township 13 North, Range 6 East, W.M., Lewis County, WA.
107	34867	All of Section 31, Township 13 North, Range 6 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
108	34872-1	All of Section 32, Township 13 North, Range 6 East, W.M., Lewis County, WA.
109	34873	All of Section 33, Township 13 North, Range 6 East, W.M., Lewis County, WA.
110	34876-1	All of Section 34, Township 13 North, Range 6 East, W.M., Lewis County, WA.
111	34877	All of Section 35, Township 13 North, Range 6 East, W.M., Lewis County, WA.
112	34893-1	All of Section 36, Township 13 North, Range 6 East, W.M., Lewis County, WA.
113	34901-1	All of Section 4, Township 13 North, Range 7 East, W.M., Lewis County, WA.
114	34902	All of Section 5, Township 13 North, Range 7 East, W.M., Lewis County, WA.
115	34917-1	All of Section 6, Township 13 North, Range 7 East, W.M., Lewis County, WA.
116	34918	All of Section 7, Township 13 North, Range 7 East, W.M., Lewis County, WA.
117	34933-1	All of Section 8, Township 13 North, Range 7 East, W.M., Lewis County, WA.
118	34934	All of Section 9, Township 13 North, Range 7 East, W.M., Lewis County, WA.
119	34951-1	All of Section 16, Township 13 North, Range 7 East, W.M., Lewis County, WA.
120	34962	All of Section 17, Township 13 North, Range 7 East, W.M., Lewis County, WA.
121	34965-2	All of Section 18, Township 13 North, Range 7 East, W.M., Lewis County, WA.
122	34966	All of Section 19, Township 13 North, Range 7 East, W.M., Lewis County, WA.
123	34981-1	All of Section 20, Township 13 North, Range 7 East, W.M., Lewis County, WA.
124	34982	All of Section 21, Township 13 North, Range 7 East, W.M., Lewis County, WA.

Parcel Number	Tax	Description
125	34998	All of Section 29, Township 13 North, Range 7 East, W.M., Lewis County, WA.
126	35013-1	All of Section 30, Township 13 North, Range 7 East, W.M., Lewis County, WA.
127	35014	All of Section 31, Township 13 North, Range 7 East, W.M., Lewis County, WA.
128	36862-1	The southwest quarter of Section 25, Township 14 North, Range 4 East, W.M., Lewis County, WA.
129	36880-1	The south half of the north half and the south half of Section 26, Township 14 North, Range 4 East, W.M., Lewis County, WA.
130	36923	All of Section 33, Township 14 North, Range 4 East, W.M., Lewis County, WA.
131	36927	The northeast quarter and the south half of Section 34, Township 14 North, Range 4 East, W.M., Lewis County, WA.
132	36931	The northwest quarter of Section 34, Township 14 North, Range 4 East, W.M., Lewis County, WA.
133	36940	All of Section 35, Township 14 North, Range 4 East, W.M., Lewis County, WA.
134	36960	The west half of the southwest quarter of Section 36, Township 14 North, Range 4 East, W.M., Lewis County, WA.
135	38044-2	The south half of Section 31, Township 14 North, Range 7 East, W.M., Lewis County, WA.