

AGREEMENT

THIS AGREEMENT made this 28th day of February, 1956, by and between C. R. YUNKER and DOROTHEA L. YUNKER, husband and wife, and H. H. WIECKES and MAXINE WIECKES, husband and wife, hereinafter referred to as "First Parties", and CROWN ZELLERBACH CORPORATION, a Nevada corporation, hereinafter referred to as "Second Party";

WITNESSETH:

WHEREAS, the parties hereto have entered into a certain Escrow Agreement whereby First Parties are conveying to the Second Party the following described property situated in the County of Skamania, State of Washington:

The Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4), and that portion of the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4) which lies on the southeasterly side of the center of Bear Creek, in Section 8; the North Half of the South Half (N 1/2 S 1/2), and the South Half (S 1/2), of Section 15; the North Half of the Northeast Quarter (N 1/2 NE 1/4) of Section 21; and the North Half (N 1/2) of Section 22; all in Township 3 North, Range 8, E. W. M., in the County of Skamania, State of Washington.

A strip of land 40 feet in width along the entire West side of the SE 1/4 of the SW 1/4 of Section 22, T-3-N, R-8-E, Willamette Meridian,

and,

WHEREAS, Second Party desires certain rights now exclusively owned and possessed by First Parties, which rights relate to the use of the above described property; and

WHEREAS, First Parties desire certain rights as hereinafter set forth;

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

1. First Parties shall have the following rights and privileges, subject to the conditions and restrictions enumerated:

(a) The right for a period of Twenty (20) years to use the existing roads on the lands described in this agreement and any other roads constructed thereon by the Second Party or others for its use provided such use by the First Parties shall not unreasonably interfere with the use thereof by the Second Party. Should such roads be used by First Parties, said parties agree

to maintain the roads in usable condition during the period of such use and to restore said roads at the completion of such use to the condition existing at the commencement of such use by First Parties.

(b) The right to dump and raft the log production of the Second Party from the property heretofore described at the St. Martin log dump if the First Parties so elect at rates per M FBM comparable to rates being charged for similar dumping and rafting services at other log dumps in the same general vicinity. In the event the First Parties do not elect to dump and raft the logs of the Second Party, the Second Party may then make its own arrangements for such services. In either case, however, the Second Party shall make the prescribed payment of Thirty (30¢) Cents per M feet board measure to St. Martin for use of the roads in accordance with the agreement of November 15, 1951, between St. Martin and First Parties.

(c) The right to cross the St. Martin and Shepardson lands for the duration of the agreements between said parties and First Parties dated respectively November 15, 1951 and December 12, 1951.

2. Second Party shall have the following rights and privileges, subject to the conditions and restrictions enumerated:

(a) The right to cross the St. Martin lands as described in a right of way agreement between AMELIA MAY ST. MARTIN as party of the first part, and C. R. YUNKER and FRANK BIRKENFELD, as parties of the second part, dated November 15, 1951.

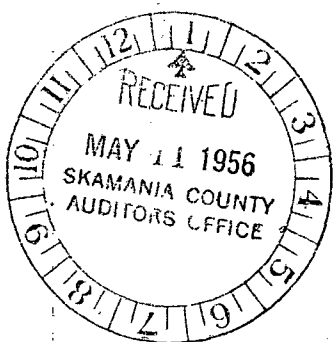
(b) The right to use the St. Martin log dump as detailed in the aforesaid agreement dated November 15, 1951.

(c) The right of way on, over and across the existing road located upon certain real property owned by Otis Shepardson and Edith Shepardson, his wife, as described in a lease agreement between said parties and Yunker Logging Company dated December 12, 1951. It is hereby understood and agreed between the parties that said agreement runs for a period of Ten (10) years from and after December 12, 1951, requiring an annual rental payment of \$250.00 to maintain said agreement in good standing, which rental payment shall be made by Second Party or in lieu thereof, Second Party shall permit the First Parties to make such annual payments and thereby release its right to the use of said right of way.

(d) It is understood between the parties that certain of the rights covered by the agreement of November 15, 1951 between St. Martin and the First Parties may be subject to a Judgment on Declaration of Taking, dated November 12, 1952, wherein the U. S. District Court condemned certain property of said St. Martin and others.

(e) The First Parties are obligated to grant the U. S. Forest Service certain access road rights identified as the Brush Creek Access Road No. 49 over portions of Sections 15 and 22, Township 3 North, Range 8 East of the W. M. and the Second Party shall recognize this obligation and grant such access road rights to the Forest Service in accordance with the agreement between the First Parties and the U. S. Forest Service.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement the day and year first above written.



APPROVED AS TO FORM
PHILLIPS, COUGHLIN, BUELL & PHILLIPS

BY John J. Coughlin

C. R. Yunker
Dorothea L. Yunker
Maxine Wiecks
H. H. Wieck

First Parties

CROWN ZELLERBACH CORPORATION

By

Vice President

Attest

Second Party Assistant Secretary

STATE OF OREGON)
) ss.
County of Multnomah)

On this 2nd day of March, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named C. R. Yunker and Dorothea L. Yunker and H. H. Wiecks and Maxine Wiecks, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Veda M. Greag
Notary Public for Oregon

My Commission Expires: 4-15-57

STATE OF California
(OREGON)

City of San Francisco ss.
County of Multnomah

On this 10th day of April, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT T. KIMBERLIN and J. E. MURRAY, being the Vice President and Assistant Secretary of CROWN ZELLERBACH CORPORATION, the within named corporation, who are known to me to be the identical individuals described in and who executed the within instrument and affixed the seal of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Geraldine D. Cohen
Notary Public for Oregon

My Commission Expires: January 11, 1957

1871

TRANSACTION INDEX

MAY 14 1956

Amount Paid none

Mabel J. Jeter

Secretary of the County

Annette S. Hutchinson
Deputy

