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MEMORANDUM OF ROAD USE AGREEMENTVERNE J. JOHNSON
PUBLIC ACCOUNTANT

INDEXED

This is a Memorandum of a Road Use Agreement dated as of

June 28, 1968 between CROWN ZELLERBACH CORPORATION, a Nevada corporation, herein called "Crown" and BOISE-CASCADE CORPORATION, a Delaware corporation, herein called "Boise."

In consideration of the mutual agreements herein contained and in said Road Use Agreement contained, Crown and Boise have agreed and do hereby agree as follows:

1. Definitions. As used herein, the following words and terms shall have the following meanings:

1.1 "Main Agreement" means and refers to the above described Road Use Agreement dated as of June 28, 1968 between Crown and Boise.

1.2 "Contract Area" means the lands and areas described in Exhibit One hereto attached and hereby made a part hereof, the same being in the Counties of Tillamook, Clatsop, Multnomah, Washington, Columbia and Klamath in the State of Oregon, and in the Counties of Skamania, Wahkiakum and Pacific in the State of Washington.

1.3 "Licensee" shall mean any person, firm or corporation to whom a party to the Main Agreement shall, in accordance with the terms of said Agreement, grant permission to use any Subject Road, including, but not limited to, a party's contractors and

Mail to:

Pioneer National Title Insurance Co.
321 S.W. Fourth Ave.
Portland, Oregon 97204

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sub-contractors. Licensees shall not include or refer to hunters, fishermen, and others using Subject Roads for recreational purposes.

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1.4 "Subject Road" is a private road within the Contract Area that is owned or controlled by Crown or Boise.

1.5 "Owner" of Subject Road shall mean the owner of the lands on which the road exists, with the following exceptions:

1.5.1 A party who constructs or reconstructs a road pursuant to an easement under the Main Agreement shall be the Owner of that road.

1.5.2 Crown shall be the Owner of those roads for which easements are reserved by Crown in its conveyances to Boise by deeds dated June 28, 1968 and which are the subject of an Easement Agreement dated June 28, 1968 and delivered simultaneously with said deeds and with the Main Agreement.

1.6 "Heavy Hauling" means vehicular transportation of logs, lumber, chips, poles, piling, pulpwood, rocks or minerals.

2. Rights Granted By Parties to Each Other. Upon and subject to the terms, conditions, provisions and limitations of the Main Agreement, each party hereto has been granted, and is hereby granted, the following rights, among others, namely, the right:

2.1 To receive easements for roads over lands now or hereafter owned or controlled by the other party within the Contract Area;

2.2 To receive permission to use a Subject Road from the Owner thereof; and

2.3 To receive permission to take rock and borrow

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material from lands owned by the other within the Contract Area for construction, improvement and maintenance of Subject Roads.

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Procedures specified in the Main Agreement must be followed.

3. Purposes of Easements and Permits. The purposes for which easements and permits will be granted by one party to the other, are limited, but, in general, relate to Heavy Hauling, forest management and administration, and fire protection and fire fighting activities.

4. Duration of Rights Granted. Easements may be perpetual or of limited duration, and are subject to termination upon events or contingencies, all as stated in the Main Agreement. Permits will be of limited duration.

5. Maintenance and Capital Costs Shared - Fees. Each party hereto shall be and by the Main Agreement is obligated to share in and pay costs of normal maintenance and major maintenance and certain other capital expenditures, and Licensees may be required to share in and pay such costs and to pay fees, all as set forth in and in accordance with the terms and conditions of the Main Agreement.

6. Sale of Lands in Contract Area. Each party shall have, and by the Main Agreement has, the right to sell, transfer and convey to third parties lands within the Contract Area, provided, however, that except as expressly provided in the Main Agreement, lands so conveyed or transferred to the third party shall remain subject to the burdens of the Main Agreement; and provided further that the transferee of such lands shall not be entitled to any of the benefits of the Main Agreement or the

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right to use any Subject Roads except under limited conditions and purposes; all as more fully set forth in and subject to the terms and conditions of the Main Agreement.

7. Term Perpetual - Covenants Run With Lands. The term of the Main Agreement commences as of the date hereof and shall continue in perpetuity. The covenants and agreements therein contained shall be binding upon each of the parties and shall run with and attach to lands now or hereafter owned or controlled by the parties within the Contract Area.

8. Assignment. Neither party may assign any of its rights, title or interest in, to or under the Main Agreement, in this Memorandum, or in, to or under any easement or grant supplemental or pursuant to the Main Agreement without the prior written consent of the other party thereto, except that such consent shall not be required as to any assignment that is incident to a merger or consolidation of the parties into or with another corporation or a corporate reorganization of the party, or is an incident to the sale by either party of all of its lands and timber within the Contract Area. The foregoing shall not prevent the extension of limited rights to a transferee in accordance with Section 18.2 of the Main Agreement.

9. Memorandum For Recording - Main Agreement Controls. This Memorandum is made solely for the purpose of recording in the public records certain pertinent information. If and to the extent there is any inconsistency or conflict between this Memorandum and the Main Agreement or any deficiency herein, the

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terms, provisions and conditions of the Main Agreement shall control and be binding upon the parties; and nothing in this Memorandum contained shall be deemed to modify or affect the rights and obligations of the parties as set forth in the Main Agreement.

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IN WITNESS WHEREOF the parties have caused this Memorandum of Road Use Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

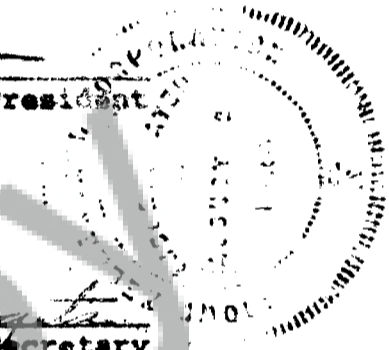
CROWN ZELLERBACH CORPORATION

WNC

By *[Signature]*
Vice-President

Attest:

[Signature]
Assistant Secretary

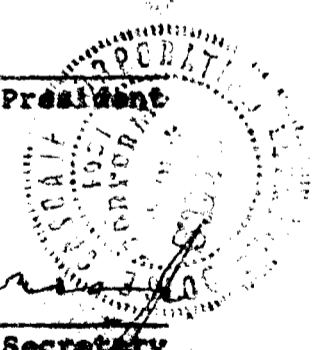


BOISE-CASCADE CORPORATION

By *[Signature]*
Vice-President

Attest:

[Signature]
Assistant Secretary



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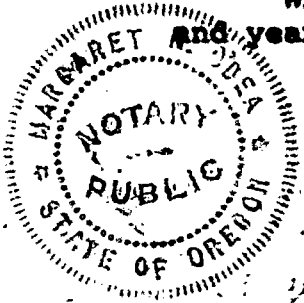
STATE OF Oregon)
) ss.
COUNTY OF Multnomah)

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On this 24th day of June, 1968, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared J. M. Richen and Paul R. Vergata to me known to be the Vice-President and Assistant Secretary of CROWN ZELLERBACH CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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WITNESS my hand and official seal hereto affixed the day and year first above written.



Margaret M. O'Shea
Notary Public in and for the State
of Oregon, residing at
Portland Ore.
My Commission expires Jan 25, 1970.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 27th day of June, 1968, before me, the undersigned, a Notary Public in and for the State of OREGON, duly commissioned and sworn, personally appeared S. B. Moser Exec and L. W. Harris Jr. to me known to be the Vice-President and Assistant Secretary of BOISE - CASCADE CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Margaret M. O'Shea
Notary Public in and for the State
of Oregon, residing at
Portland Ore.
My Commission expires Jan 25, 1970 36

to

MEMORANDUM OF ROAD USE AGREEMENT
DATED JUNE 28, 1968 BETWEEN
CROWN ZELLERBACH CORPORATION and
BOISE-CASCADE CORPORATION

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(All Range references, East or West, are to
the Willamette Meridian)

The following described lands
in the State of OREGON:

Tillamook County:

All of Township 3 North, Range 9 West.

All of Township 3 North, Range 10 West.

Clatsop County:

All of Township 4 North, Range 8 West.

All of Township 4 North, Range 9 West.

In Township 4 North, Range 10 West, the whole
Township except Sections 7, 18, 19 and 30.

All of Township 5 North, Range 8 West.

All of Township 5 North, Range 9 West.

In Township 5 North, Range 10 West, the
East Half (E1/2) of said Township only.

In Township 6 North, Range 7 West, Sections
1 through 24 only.

In Township 6 North, Range 8 West, Sections
1, 2, 11 and 12 only.

All of Township 7 North, Range 8 West.

In Township 7 North, Range 9 West, that
part of said Township lying North and East
of the existing Astoria-Jewell State Highway.

All of Township 8 North, Range 7 West.

All of Township 8 North, Range 8 West.

Multnomah County:

In Township 3 North, Range 2 West, Sections
25, 26, 27, 34, 35 and 36.

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Washington County:

In Township 3 North, Range 2 West, Sections 19, 20, 21, 28, 29, 30, 31, 32 and 33.

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In Township 3 North, Range 3 West, the whole Township except Sections 1, 2, 11 and 12.

All of Township 3 North, Range 4 West.

Columbia County:

In Township 3 North, Range 1 West, that portion lying West of Multnomah Channel only.

In Township 3 North, Range 2 West, Sections 1 through 18, and Sections 22, 23 and 24.

In Township 3 North, Range 3 West, Sections 1, 2, 11 and 12.

In Township 4 North, Range 1 West, that portion West of Multnomah Challel only.

All of Township 4 North, Range 2 West.

All of Township 4 North, Range 3 West.

All of Township 4 North, Range 4 West.

In Township 5 North, Range 1 West, that portion West of Columbia River only.

All of Township 5 North, Range 2 West.

All of Township 5 North, Range 3 West.

Klamath County:

In Township 27 South, Range 7 East, Sections 13 through 36.

In Township 27 South, Range 8 East, Sections 13 through 36.

In Township 27 South, Range 9 East, Sections 16 through 21 and Sections 28 through 33.

All of Township 28 South, Range 7 East.

All of Township 28 South, Range 8 East.

In Township 28 South, Range 9 East, the West Half (W1/2) only.

All of Township 29 South, Range 7 East.

All of Township 29 South, Range 8 East.

In Township 29 South, Range 9 East, the West Half (W1/2) only.

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All of Township 30 South, Range 7 East.

All of Township 30 South, Range 8 East.

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In Township 30 South, Range 9 East, the West Half (W1/2) only.

All of Township 31 South, Range 7 East.

All of Township 31 South, Range 8 East.

All of Township 32 South, Range 7 East.

All of Township 32 South, Range 8 East.

All of Township 33 South, Range 7 East.

All of Township 33 South, Range 8 East.

The following described lands
in the State of WASHINGTON:

Skamania County:

All of Township 1 North, Range 5 East.

All of Township 1 North, Range 6 East.

All of Township 2 North, Range 5 East.

All of Township 2 North, Range 6 East.

In Township 3 North, Range 5 East, the South Half (S1/2) only.

In Township 3 North, Range 6 East, the South Half (S1/2) only.

Wahkiakum County:

The entire county.

Pacific County:

The Township 9 North in each of the Ranges
West of the Willamette Meridian lying within
Pacific County.

The Township 10 North in each of the Ranges
West of the Willamette Meridian lying within
Pacific County.

13 day of
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and and of said
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STATE OF OREGON
COLUMBIA COUNTY
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ROY A. HILSON CO. CLK
D. Miller

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Exhibit One

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