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EASEMENT AGREEMENT

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AGREEMENT made as of the 28th day of June, 1968 between CROWN ZELLERBACH CORPORATION, a Nevada corporation, herein called "CROWN" and BOISE-CASCADE CORPORATION, a Delaware corporation, herein called "Boise."

RECITAL A. By deeds dated as of June 28, 1968 and delivered by Crown to Boise concurrently with the delivery of this Easement Agreement, Crown has conveyed certain lands in the states of Oregon and Washington to Boise, and in said deeds Crown has reserved to itself perpetual easements for right-of-ways for roads over, across and upon certain of the lands conveyed. In said deeds reference is made to an instrument dated June 28, 1968 entitled "Easement Agreement" between Crown and Boise, for certain particulars with respect to the reserved easements. This Easement Agreement is the instrument to which reference is made in said deeds.

RECITAL B. Also concurrently with the execution and delivery of this Easement Agreement and with the delivery by Crown to Boise of the deeds referred to in Recital A, Crown and Boise have entered into and delivered to each other an agreement dated as of June 28, 1968 entitled "Road Use Agreement," and also a "Memorandum of Road Use Agreement" for recording purposes, relating, among other things, to the use and maintenance by the parties of their own roads and of each other's roads in certain parts of

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Pacific, Wahkiakum and Skamania Counties in the State of Washington, and in certain parts of Clatsop, Multnomah, Columbia, Tillamook, Washington and Klamath Counties in the State of Oregon. Said agreement is herein referred to as the "Road Use Agreement."

In consideration of the premises and other good and valuable consideration flowing from each of the parties to the other, (including, but not limited to, the concurrent execution and delivery of the Road Use Agreement), receipt of which is acknowledged by each, the parties agree as follows:

First. From the conveyances made by Crown to Boise by deeds dated June 28, 1968 Crown has reserved to itself, and by this Agreement reserves to itself and shall have, perpetual easements for right-of-ways for roads over, across and upon the lands described in Exhibit One hereto attached, the same being situated in the Counties of Pacific and Wahkiakum, in the State of Washington, and in the County of Clatsop, State of Oregon; the center line of each such right-of-way being the center line of the logging road as now existing on the legal subdivisions described in Exhibit One, respectively, and the widths of such right-of-ways being twenty-five feet on each side of such center line plus such additional widths as are now utilized or may hereafter be reasonably necessary for cuts, fills, slopes, curves, culverts and bridges in the construction, maintenance, operation, repair and replacement of the roads now or hereafter existing on

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said right-of-ways.

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Second. The easements so reserved shall be perpetual and shall not be subject to termination except by written instrument executed and delivered by Crown with the same formality as a deed.

Third. The uses and purposes for which said easements are reserved and exist are:

- 3.1 The construction, operation, maintenance, repair and replacement of roads, and of cuts, fills, slopes, culverts and bridges in connection therewith, and purposes reasonably connected therewith.
- 3.2 The roads for which easements are reserved and exist shall be private roads, to be used for the following purposes:
- 3.2.1 Heavy Hauling, as herein defined, and hauling of minor forest products and salvage materials. "Heavy Hauling" means vehicular transportation of logs, lumber, chips, poles, piling, pulpwood, rock or minerals.
- 3.2.2 Administration and management of lands and timber, including the conduct of forestry practices, road construction and fire protection and fire fighting activities.
 - 3.2.3 Limited recreational purposes.
- 3.2.4 The moving of personnel, materials and equipment reasonably incident to activities of the character described in sub-paragraphs 3.1, 3.2.1, 3.2.2 and 3.2.3 above.

Fourth. All roads, easements for which are reserved in the aforesaid deeds and by this Easement Agreement, are subject to the Road Use Agreement, and Crown is and shall remain the

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owner of said roads for all purposes of said agreement. Boise 7693 shall have and be entitled to the right to use all said roads as a Permittee, as such word is defined in the Road Use Agreement, and as such shall be obligated to share in and pay Normal Maintenance and Major Maintenance in accordance with the Road Use Agreement. Notwithstanding the Road Use Agreement:

- 4.1 Boise shall not be obligated to pay a fee for the use of said roads, except on account of capital expenditures not treated as Major Maintenance under the Road Use Agreement, all as in said Agreement provided;
- 4.2 Boise may use said roads for Heavy Hauling as defined in 3.2.1 above and hauling of minor forest products and salvage materials, for the purposes stated in 3.2.2 above, and for the moving of personnel, materials and equipment reasonably incident to the foregoing.

Fifth. The Road Use Agreement applies in all respects to the roads, easements for which are reserved in the aforesaid deeds and by this Easement Agreement, except that if and to the extent there is any conflict or inconsistency between this Easement Agreement and the Road Use Agreement, the terms and provisions of this Easement Agreement shall control.

Sixth. This Easement Agreement shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that the right of Boise to use and enjoy any roads, easements for which are reserved

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in said deeds and by this Easement Agreement, may be assigned and shall enure to the benefit of Boise's successors and assigns only in accordance with, and for the uses and purposes expressly stated in, the Road Use Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate by their respective officers, and their corporate seals to be hereto affixed as of the day and year first above written.

'CROWN ZELLERBACH CORPORATION

me

Vice-Président

Attest:

Paul & Verget ""

BOISE-CASCADE CORPORATION

,x_____

Attest:

Assistant Secretery

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STATE OF <u>Great (1950)</u>

COUNTY OF Moultnamah)

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On this 27/2 day of ________, 1968, before me, the undersigned, a Notary Public in and for the State of _______, duly commissioned and sworn, personally appeared _______, duly commissioned and _______, duly and _______, and ________, duly commissioned and sworn, personally appeared 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

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

seal affixed is the corporate seal of said corporation.

Notary Policia in and for the State of Gran, residing at

My Commission expires

Jan 25 , 1970.

STATE OF OREGOD)

COUNTY OF MULTNOIN AH)

on this 27 day of June, 1968, before me, the undersigned, a Notary Public in and for the State of OREGOW, duly commissioned and sworn, personally appeared S.B. Moser and L.W. Harris, 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.

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My Commission expires

Notary Public in and for the State

against Mr. O'Near

25. 1970 C

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EXHIBIT ONE

to

EASEMENT AGREEMENT DATED JUNE 28, 1968

CROWN ZELLERBACH CORPORATION and BOISE-CASCADE CORPORATION

LEGAL SUBDIVISIONS IN WHICH ROADS NOW EXIST, EASEMENTS FOR WHICH ARE RESERVED TO CROWN ZELLERBACH CORPORATION

The following described lands in the State of OREGON:

Clatsop County:

- 1. Summit Mainline in Northeast Quarter of Northeast Quarter (NE% of NE%), Section 30; East Half of Northeast Quarter (E% of NE%), North Half of Northeast Quarter (N% of NE%), Southeast Quarter of Northeast Quarter (SE% of NE%), East Half of Northwest Quarter (E% of NW%), Section 29; West Half of Northeast Quarter (W% of NE%), Southeast Quarter of Northeast Quarter (SE% of NE%), Southeast Quarter of Southeast Quarter (NE% of SE%), Section 34; West Half of Southwest Quarter (W% of SW%), Section 35, Township 5 North, Range 9 West; Southwest Quarter (S% of SE%), Section 2; South Half of Southwest Quarter (S% of SW%), Section 1, Township 4 North, Range 9 West.
- 2. Lewis & Clark Mainline Extension in Southwest Quarter of Southwest Quarter (SW4 of SW4), Section 7; Northwest Quarter of Northwest Quarter (NW4 of NW4), North Half of Southwest Quarter (NM2 of SW4), Southeast Quarter of Southwest Quarter (SE4 of SW4), Southeast Quarter (SE4), Section 18; South Half of Northwest Quarter (SM2 of NW4), Section 17, Township 5 North, Range 8 West.

The following described lands in the State of WASHINGTON:

Wahkiakum County:

3. Spur Four Road System in Southwest Quarter of Southwest Quarter (SW4 of SW4), Section 1;

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Southeast Quarter of Northeast Quarter (SE4 of NE%), Section 11; Northwest Quarter (NW%) Section 12, Township 9 North, Range 5 West. 7697

- Brookfield 600 Mainline: In Southeast Quarter of Southwest Quarter (SE4 of SW4), Section 31, Township 10 North, Range 7 West.
- Deep River Mainline in East Half of Northwest Quarter (E of NW4), Section 8, Township 10 North, Range 8 West.

Pacific County:

Sisson Creek Mainline in North Half of Northeast Quarter (N¹/₂ of NE¹/₄), Section 36, Township 10 North, Range 9 West.

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STATE OF OREGON.

County of Tillamook. I Hereby Certify that the within instrument of writing was received for record on the...

at 49.38 o'clock P M., Ind acorded in Book 213 Page 436 180

R cord of Deeds

Witness my hand and seal of said

county affixed. June WAGNER

County Clerk

Lehman Deputy 3891 | 201

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STATE OF CHESCS COLUMBIA OF CATY RECORDED ON PILED

Filed for record 7- 29 13 6 8 at 20 P.M. ROGER THOMSSEN, Director of Records & Elections

Page 2 Exhibit One

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