

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Conveying an Easement  
to West Oregon Electric Cooperative,  
Inc., for the Use of a Portion of Certain  
County-Owned Real Property Known as  
the Crown-Zellerbach Trail

ORDER NO. 68-2024

WHEREAS, ORS 271.310 provides that a political subdivision may sell, exchange, convey or lease all or any part of their interest in the property to a governmental body or private individual or corporation, if the public interest will be furthered; and

WHEREAS, Columbia County owns certain real property formerly known as the Crown-Zellerbach Logging Road and commonly known as the Crown-Zellerbach Trail; and

WHEREAS, West Oregon Electric Cooperative, Inc. (WOEC), plans to underground electric service lines, fixtures, or related facilities to improve the availability and reliability of electric service to its customers; and

WHEREAS, to do so, WOEC has requested a 20-foot-wide power line easement across portions of the Crown-Zellerbach Trail located in Sections 13, 14, & 15 Township 04 North, Range 03 West of the Willamette Meridian and Section 18, Township 04 North, Range 02 West of the Willamette Meridian, said easement being more particularly described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, conveying said easement, in accordance with the terms and conditions in Exhibit A and its attachment, will further the public interest in increasing the availability and reliability of electrical service to its customers.

NOW, THEREFORE, THE BOARD HEREBY FINDS, that granting the easement furthers the public interest by improving the availability and reliability of electric service to customers of WOEC. The Board adopts the above recitals as additional findings in support of its decision.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Board of County Commissioners for Columbia County grants to WOEC a 20-foot-wide power line easement through a portion of the County-owned real property as described in Exhibit A; and,

2. Upon delivery of the easement, WOEC shall have the document recorded in the office of the Columbia County Clerk and shall forward an executed, recorded copy to the offices of Columbia County Council.

DATED this 18 day of December 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: NOT Present  
Casey Garrett, Chair

By: [Signature]  
Kellie Jo Smith, Commissioner

By: [Signature]  
Margaret Magruder, Commissioner

Approved as to form:

By: [Signature]  
Office of County Counsel

**GRANTOR'S NAME AND ADDRESS:**

Board of County Commissioners  
for Columbia County, Oregon  
Columbia County Courthouse,  
230 Strand, Room 331  
St. Helens, OR 97051

**AFTER RECORDING, RETURN TO GRANTEE:**

West Oregon Electric Cooperative, Inc.  
Post Office Box 69  
Vernonia, OR 97064

**POWER LINE EASEMENT AGREEMENT**

GRANTOR, Columbia County, a political subdivision of the State of Oregon, for good and valuable consideration, does hereby grant unto GRANTEE, West Oregon Electric Cooperative, Inc., a corporation, and to its successors and assigns, a perpetual easement over, through, under and upon a portion of the Crown-Zellerbach Trail in Columbia County, Oregon, more particularly described as follows and hereinafter referred to as the "Easement" or "Easement Area":

An easement for utility purposes described as follows:

Part of a Parcel as described in a deed #2004-015482 Tracts F & G recorded December 15, 2004 in the Columbia County Clerk and Recorder's Office, Sections 13, 14, & 15 Township 04 North, Range 03 West of the Willamette Meridian and Section 18, Township 04 North, Range 02 West of the Willamette Meridian. More specifically as surveyed and detailed on those Right-of-Way surveys in public record and identified as County survey number's 1515, 1592, 1596, and 1604.

Said part being a 20-foot corridor of said Parcel, running approximately 20 feet parallel and south of the center line of Crown Zellerbach Logging Road.

Parcel ID# 4300-00-0100

**TERMS, CONDITIONS, AND COVENANTS**

1. GRANTEE shall have the right to enter upon and use the Easement to plan, survey, construct, reconstruct, rephase, uncover, repair, improve, secure, operate, and maintain an underground electric transmission and/or distribution line and appurtenances such as equipment, subject to the terms and conditions listed herein.
2. GRANTEE shall comply with all terms and conditions applicable to GRANTOR in the Easement Provisions of Exhibit C of Instrument Number 2004-15482 of the Columbia County Clerk's deed records, attached hereto as Attachment A and incorporated herein by this reference. GRANTEE shall release, indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that GRANTOR, its officers, agents, or employees, successors and assigns may sustain or incur on account of errors or omissions, or other negligent, reckless, or intentionally wrongful acts of GRANTEE, its agents, employees, or contractors arising out the failure to comply with the terms and conditions listed in Attachment A.

3. GRANTOR shall have the right to the use and enjoyment of the Easement Area for all purposes not inconsistent with the rights granted by this Easement. GRANTOR reserves the right of ingress and egress for the use and enjoyment of the Easement Area.
4. GRANTEE shall obtain prior written approval from GRANTOR prior to cutting, trimming, destroying, or removing any vegetation. However, trimming and removal necessary to keep vegetation clear from the electric transmission/distribution lines or systems shall be allowed.
5. The Easement Area shall remain open to the public for recreational trail uses unless restricted or closed to public entry by GRANTOR. Should GRANTEE require the Easement Area to be closed to the public, GRANTEE shall obtain GRANTOR's written approval prior to any closure.
6. GRANTEE shall compensate GRANTOR for the fair market value of any commercially valuable timber in the Easement Area that must be removed during or after placement of the authorized use.
7. GRANTEE shall conduct all operations within the Easement Area in a manner that preserves the recreational use of the trail.
8. All poles, wires, and other facilities installed on the above-described lands at GRANTEE's expense shall remain the property of the GRANTEE upon termination of service to, through or on said lands. All above ground elements installed by GRANTEE shall be removed from the premises within 90 days of such termination at GRANTEE'S own expense.
9. GRANTEE shall provide reasonable notice to GRANTOR prior to installation, repair, maintenance, or removal activities on the Easement Area. Upon completion of such activities, GRANTEE shall at its sole cost and expense restore the surface of the Easement Area to a condition satisfactory to GRANTOR.
10. GRANTEE shall release indemnify, defend, and hold harmless GRANTOR, its officers, agents, and employees, successors and assigns, from and against all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, that GRANTOR, its officers, agents, or employees, successors and assigns may sustain or incur on account of the errors or omissions, or other negligent, reckless, or intentionally wrongful acts of GRANTEE, its agents, employees, or contractors arising out of the use of this Easement.
11. This Easement shall be interpreted, construed, and enforced in accordance with the law of the State of Oregon with venue for any action being in the Circuit Court for Columbia County in St. Helens, Oregon.
12. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between GRANTEE and GRANTOR relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both GRANTEE and GRANTOR. GRANTEE and GRANTOR hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument.

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ATTACHMENT A

COLUMBIA COUNTY, OREGON 2004-015482  
DEED-D  
Cnt=1 Stn=8 HUSERB 12/15/2004 12:30:39 PM  
\$130.00 \$11.00 \$10.00 Total:\$151.00

AFTER RECORDING RETURN TO:

Columbia County

Attn: Janet Wright

230 Strand Street

St. Helens, OR 97051



00013478200400154820260263

I, Elizabeth E. Huser, County Clerk for Columbia County, Oregon  
certify that the instrument identified herein was recorded in the Clerk  
records.

Elizabeth E. Huser - County Clerk

UNTIL A CHANGE IS REQUESTED, ALL  
TAX STATEMENTS SHALL BE SENT TO:

Columbia County

230 Strand Street

St. Helens, OR 97051

COLUMBIA COUNTY TITLE 2004-015482

**SPECIAL WARRANTY DEED**

with

**PERMANENT EASEMENT RESERVATIONS**

FORESTREE 96 LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Grantor"), conveys and specially warrants to COLUMBIA COUNTY, a political subdivision of the State of Oregon ("Grantee"), the real property in Columbia County, Oregon, more specifically described on the attached Exhibit A (the "Property") free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

The true consideration for this conveyance consists of or includes other property or value given or promised.

This conveyance is made by Grantor and accepted by Grantee subject to those matters listed on the attached Exhibit B.

RESERVING, HOWEVER, UNTO GRANTOR, ITS AFFILIATES, SUCCESSORS AND ASSIGNS a perpetual, non-exclusive easement on terms and conditions and for the purposes described on Exhibit C attached hereto.

As disclosed by the assessment and tax roll, the Property herein has been specially assessed as forestland. If the Property becomes disqualified for this special assessment under the statutes, an additional tax plus interest may be levied for the last five (5) or lesser number of years in which the land was subject to this special land use assessment. By accepting this instrument, Grantee agrees to pay and be responsible for any ad valorem taxes which may hereafter be imposed on the Property by reason of the Property, or any part thereof, losing its current forestland classification and being reclassified for such tax purposes.

The Property is hereby conveyed "as is" by the tract and not by the acre, the acreage not being guaranteed by Grantor, and is also conveyed subject to current and subsequent real estate taxes, the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations, roadways, rights of way, easements; and any contracts purporting to limit or regulate the use, occupancy or enjoyment of the Property.

By accepting this Deed, Grantee agrees for itself and its successors and assigns that (i) Grantee shall not object to and Grantor and its successors and assigns shall have the right and be allowed to make normal uses related to realizing the value of any and all real property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein, that (ii) Grantee shall not object to or attempt to delay the issuance of permits relating to Grantor's timber harvest or timber management operations on any property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein, and that (iii) it shall not object to dust and/or noise created by Grantor's normal timber harvest or timber management operations on any property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein. The foregoing covenants shall burden and be appurtenant to the Property and shall benefit and be appurtenant to any and all property owned by Grantor and its successors and assigns that is either contiguous to the Property or served by the easement reserved herein and shall run with the land as to all property burdened and benefited hereby, including any division or partition thereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 3rd day of December, 2004.

FORESTREE 96 LIMITED PARTNERSHIP

By: John Hancock Timber Resource Corporation, its  
general partner

By

  
Courtland L. Washburn


Its: Vice President

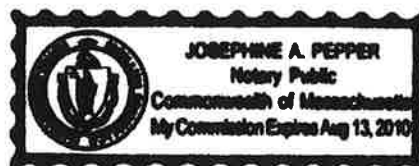
COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF SUFFOLK

) ss.  
)

On this 3rd day of December, 2004, before me Josephine A. Pepper, a Notary Public of said State, personally appeared Courtland L. Washburn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President of John Hancock Timber Resource Corporation, the general partner of ForesTree 96 Limited Partnership, a Massachusetts limited partnership, and that for and on behalf of the said John Hancock Timber Resource Corporation, in its capacity as such general partner, as and for the act and deed of said ForesTree 96 Limited Partnership, s/he signed, sealed and delivered the above and foregoing Special Warranty Deed.

  
\_\_\_\_\_  
Notary Public  
Name: Josephine A. Pepper  
(Print or Type)  
My Commission Expires: \_\_\_\_\_





The Property is hereby conveyed "as is" by the tract and not by the acre, the acreage not being guaranteed by Grantor, and is also conveyed subject to current and subsequent real estate taxes, the rights of any tenants or lessees, any persons in possession; all outstanding mineral rights or reservations, oil, gas or mineral leases; water districts, water rights; restrictions or reservations, roadways, rights of way, easements; and any contracts purporting to limit or regulate the use, occupancy or enjoyment of the Property.

By accepting this Deed, Grantee agrees for itself and its successors and assigns that (i) Grantee shall not object to and Grantor and its successors and assigns shall have the right and be allowed to make normal uses related to realizing the value of any and all real property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein, that (ii) Grantee shall not object to or attempt to delay the issuance of permits relating to Grantor's timber harvest or timber management operations on any property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein, and that (iii) it shall not object to dust and/or noise created by Grantor's normal timber harvest or timber management operations on any property owned by Grantor and its successors and assigns that is contiguous to the Property or that is served by the easement reserved herein. The foregoing covenants shall burden and be appurtenant to the Property and shall benefit and be appurtenant to any and all property owned by Grantor and its successors and assigns that is either contiguous to the Property or served by the easement reserved herein and shall run with the land as to all property burdened and benefited hereby, including any division or partition thereof.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.


DATED this 3rd day of December, 2004.

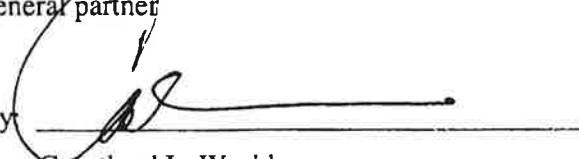
Accepted and Approved by:  
Buyer(s):

FORESTREE 96 LIMITED PARTNERSHIP

Columbia County, a political  
Subdivision of the State  
of Oregon

By: John Hancock Timber Resource Corporation, its  
general partner

By:   
Rita Bernhard, Chair

By:   
Courtland L. Washburn

Dated: December 13, 2004

Its: Vice President

Exhibit "A"

TRACT A:  
OLD CZ LOGGING ROAD:

PARCEL 3: TAX PARCEL NO. 4300-000-00100

THOSE PORTIONS OF SECTIONS 6, 7, 8, 9, 13, 14, 15 AND 16, TOWNSHIP 4 NORTH, RANGE 3 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, AS DESCRIBED IN PARCELS 21, 23, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 43 AND 45 OF DEED FROM PORTLAND AND SOUTHWESTERN RAILROAD COMPANY TO CROWN ZELLERBACH CORPORATION DATED DECEMBER 30, 1947 AND RECORDED IN BOOK 97 AT PAGE 473 AND BOOK 97 AND PAGE 491;  
EXCEPTING THEREFROM THAT PORTION OF PARCEL 28 AS DESCRIBED IN DEED TO EDWIN C. FETZNER RECORDED MAY 3, 1963 IN DEED BOOK 151 AT PAGE 1018.

TRACT B:  
PEBBLE CREEK TREE FARM

AN EASMENT INTEREST OVER AND ACROSS A 40 FOOT WIDE STRIP ON LAND IN SECTIONS 1 AND 2, TOWNSHIP 4 NORTH, RANGE 4 WEST, SECTIONS 35 AND 36 TOWNSHIP 5 NORTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, BEING 20 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
BEGINNING AT A POINT ON THE WEST LINE OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, SAID POINT BEING S 00°42'07" W 213.57 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE 0.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 568.66 FEET, A DELTA OF 00°05'11" AND A CHORD WHICH BEARS N 72°08'56" E 0.86 FEET; THENCE 101.37 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A DELTA OF 58°04'50" AND A CHORD WHICH BEARS N 43°03'55" E 97.08 FEET; THENCE 390.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 852.35 FEET, A DELTA OF 26°14'45" AND A CHORD WHICH BEARS N 27°08'53" E 387.03 FEET; THENCE 254.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1200.00, A DELTA OF 12°06'04" AND A CHORD WHICH BEARS N 34°13'14" E 252.97 FEET; THENCE 185.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 256.49 FEET, A DELTA OF 41°24'35" AND A CHORD WHICH BEARS N 48°52'29" E 181.37 FEET; THENCE 409.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 455.75 FEET, A DELTA OF 51°27'39" AND A CHORD WHICH BEARS N 43°50'57" E 395.72 FEET; THENCE

292.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 261.21 FEET, A DELTA OF 64°03'38" AND A CHORD WHICH BEARS N 50°08'56" E 277.08 FEET; THENCE 117.66 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A DELTA OF 13°28'57" AND A CHORD WHICH BEARS N 75°26'17" E 117.39 FEET; THENCE 329.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5808.50 FEET, A DELTA OF 3°14'47" AND A CHORD WHICH BEARS N 70°19'12" E 329.08 FEET; THENCE 243.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 788.45 FEET, A DELTA OF 17°40'52" AND A CHORD WHICH BEARS N 63°06'10" E 242.35 FEET; THENCE 64.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 18°20'45" AND A CHORD WHICH BEARS N 63°26'06" E 63.77 FEET; THENCE 439.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1638.18 FEET, A DELTA OF 15°22'49" AND A CHORD WHICH BEARS N 80°17'53" E 438.43 FEET; THENCE 240.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 443.20 FEET, A DELTA OF 31°05'59" AND A CHORD WHICH BEARS S 76°27'43" E 237.62 FEET; THENCE 483.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 462.74 FEET, A DELTA OF 59°53'33" AND A CHORD WHICH BEARS N 89°08'30" E 461.99 FEET; THENCE 376.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 303.00 FEET, A DELTA OF 71°12'20" AND A CHORD WHICH BEARS S 85°12'06" E 352.79 FEET; THENCE 160.38 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 59.54 FEET, A DELTA OF 154°20'01" AND A CHORD WHICH BEARS N 53°14'04" E 116.11 FEET; THENCE 235.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 573.00 FEET, A DELTA OF 23°35'51" AND A CHORD WHICH BEARS N 12°08'01" W 234.33 FEET; THENCE N 00°20'06" W 253.88 FEET; THENCE 396.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 269.25 FEET, A DELTA OF 84°24'54" AND A CHORD WHICH BEARS N 41°52'21" E 361.78 FEET; THENCE 252.49 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 600.00 FEET, A DELTA OF 24°06'39" AND A CHORD WHICH BEARS N 72°01'28" E 250.63 FEET; THENCE 217.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 547.88 FEET, A DELTA OF 22°41'53" AND A CHORD WHICH BEARS N 71°19'05" E 215.63 FEET; THENCE 203.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 198.00 FEET, A DELTA OF 58°51'40" AND A CHORD WHICH BEARS N 53°14'11" E 194.58 FEET; THENCE 359.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 248.24 FEET, A DELTA OF 83°00'30" AND A CHORD WHICH BEARS N 65°18'36" E 329.00 FEET; THENCE 192.50 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A DELTA OF 27°34'26" AND A CHORD WHICH BEARS S 86°58'22" E 190.65 FEET; THENCE 167.96 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 78.39, A DELTA OF 122°45'30" AND A CHORD WHICH BEARS N 17°51'40" E 137.63 FEET; THENCE N 43°31'05" W 82.76 FEET; THENCE 166.88 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS

OF 92.88 FEET, A DELTA OF 102°56'19" AND A CHORD WHICH BEARS N 07°57'05" E 145.32 FEET; THENCE 260.06 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 696.27 FEET, A DELTA OF 21°24'02" AND A CHORD WHICH BEARS N 48°43'13" E 258.55 FEET; THENCE 139.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A DELTA OF 32°01'59" AND A CHORD WHICH BEARS N 54°02'11" E 137.96 FEET; THENCE 122.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 108.73 FEET, A DELTA OF 64°38'58" AND A CHORD WHICH BEARS S 77°37'21" E 116.28 FEET; THENCE S 45°17'52" E 214.24 FEET; THENCE 202.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, A DELTA OF 25°49'36" AND A CHORD WHICH BEARS S 58°12'40" E 201.13 FEET; THENCE 105.46 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 184.40 FEET A DELTA OF 32°46'08 " AND A CHORD WHICH BEARS S 87°30'32" E 104.03 FEET; THENCE 252.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A DELTA OF 44°28'06" AND A CHORD WHICH BEARS S 81°39'33" E 245.96 FEET; THENCE 312.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 162.79 FEET, A DELTA OF 109°55'35" AND A CHORD WHICH BEARS S 04°27'42" E 266.58 FEET; THENCE 226.63 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A DELTA OF 32°27'42" AND A CHORD WHICH BEARS S 34°16'14" W 223.61 FEET; THENCE 253.98 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 804.43 FEET, A DELTA OF 18°05'24" AND A CHORD WHICH BEARS S 08°59'41" W 252.93 FEET; THENCE S 00°03'01" E 136.01 FEET; THENCE 250.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 332.65 FEET, A DELTA OF 43°03'47" AND A CHORD WHICH BEARS S 21°34'55" E 244.17 FEET; THENCE 317.47 FEET ALONG THE ARE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET, A DELTA OF 27°59'04" AND A CHORD WHICH BEARS S 29°07'17" E 314.33 FEET; THENCE 331.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 247.27 FEET, A DELTA OF 76°46'25" AND A CHORD WHICH BEARS S 53°30'57" E 307.10 FEET; THENCE 220.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 283.71 FEET, A DELTA OF 44°31'45" AND A CHORD WHICH BEARS S 69°38'18" E 214.99 FEET; THENCE S 47°22'25" E 187.70 FEET; THENCE 363.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 381.16 FEET, A DELTA OF 54°39'43" AND A CHORD WHICH BEARS S 74°42'17" E 350.00 FEET; THENCE 293.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 686.84 FEET, A DELTA OF 24°27'20" AND A CHORD WHICH BEARS S 89°48'28" E 290.95 FEET; THENCE 591.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4000.00 FEET, A DELTA OF 8°28'36" AND A CHORD WHICH BEARS S 81°49'06" E 591.23 FEET; THENCE 265.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 264.26 FEET, A DELTA OF 57°38'11" AND A CHORD WHICH BEARS S 57°14'18" E 254.76 FEET; THENCE 366.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 4000.00 FEET, A DELTA OF 5°14'35" AND A CHORD WHICH BEARS S 31°02'30" E 365.91

FEET; THENCE 457.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 371.11 FEET, A DELTA OF 70°34'17" AND A CHORD WHICH BEARS S 68°56'56" E 428.7 FEET; THENCE 156.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A DELTA OF 71°55'55" AND A CHORD WHICH BEARS S 68°16'08" E 146.83 FEET; THENCE 232.61 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 231.80 FEET, A DELTA OF 57°29'47" AND A CHORD WHICH BEARS S 61°03'03" E 222.97 FEET; THENCE S 89°47'57" E 251.55 FEET; THENCE 166.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 267.78 FEET, A DELTA OF 35°39'58" AND A CHORD WHICH BEARS S 71°57'58" E 164.02 FEET; THENCE 468.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1300.00 FEET, A DELTA OF 20°37'47" AND A CHORD WHICH BEARS S 43°49'05" E 465.55 FEET; THENCE S 33°30'12" E 530.05 FEET; THENCE 244.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET, A DELTA OF 13°19'42" AND A CHORD WHICH BEARS S 26°50'21" E 243.71 FEET; THENCE 443.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1050.00 FEET, A DELTA OF 24°11'12" AND A CHORD WHICH BEARS S 32°16'06" E 439.96 FEET; THENCE 332.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 314.77 FEET, A DELTA OF 60°28'38" AND A CHORD WHICH BEARS S 14°07'23" E 317.04; THENCE S 16°06'56" W 107.39 FEET; THENCE 146.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 42°01'02" AND A CHORD WHICH BEARS S 04°53'35" E 143.40 FEET; THENCE 281.52 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 324.71 FEET, A DELTA OF 49°40'34" AND A CHORD WHICH BEARS S 50°44'23" E 272.79; THENCE S 75°34'39" E 20.80 FEET MORE OR LESS TO THE EAST LINE OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 4 WEST, SAID POINT BEING S 01°11'31" E 1919.48 FEET FROM A 1" IRN PIPE WITH BRASS CAP AT THE NORTHEAST CORNER OF SECTION 1 TOWNSHIP 4 NORTH, RANGE 4 WEST AS SET IN COUNTY SURVEY NO. 3353. EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE SCAPPOOSE-VERNONIA HIGHWAY.

TRACT C:

SCAPPOOSE TREE FARM  
SECTIONS 6 & 7, T4N, R3W

AN EASMENT INTEREST OVER AND ACROSS A 40 FOOT WIDE STRIP ON LAND IN SECTIONS 6 AND 7, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, BEING 20 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 6, SAID POINT BEING S 01°11'31" E 1919.48 FEET FROM A 1" IRON PIPE WITH BRASS CAP AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 3 WEST AS SET IN COUNTY SURVEY NO. 3353. THENCE S 75°34'39" E

121.07 FEET; THENCE 394.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 323.15 FEET, A DELTA OF 69°55'54" AND A CHORD WHICH BEARS S 40°36'42" E 370.39 FEET; THENCE S 05°38'45" E 187.55 FEET; THENCE 385.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 699.05 FEET, A DELTA OF 31°37'09" AND A CHORD WHICH BEARS S 21°27'20" E 380.90 FEET; THENCE 539.06 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 687.08 FEET, A DELTA OF 44°57'10" AND A CHORD WHICH BEARS S 14°47'19" E 525.34 FEET; THENCE S 07°41'15" W 724.94 FEET; THENCE 442.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2200.00 FEET, A DELTA OF 11°31'15" AND A CHORD WHICH BEARS S 01°55'38" W 441.62 FEET; THENCE 504.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 491.97 FEET, A DELTA OF 58°45'48" AND A CHORD WHICH BEARS S 33°12'53" E 482.75 FEET; THENCE S 62°35'47" E 185.21 FEET; THENCE 739.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1483.54 FEET, A DELTA OF 28°32'54" AND A CHORD WHICH BEARS S 48°19'20" E 731.57 FEET; THENCE 1461.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 18000.00 FEET, A DELTA OF 4°39'07" AND A CHORD WHICH BEARS S 36°22'27" E 1461.04 FEET; THENCE 666.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1561.75 FEET, A DELTA OF 24°26'32" AND A CHORD WHICH BEARS S 50°55'17" E 661.20 FEET; THENCE S 63°08'33" E 979.62 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, SAID POINT LIES S 63°51'22" E 1462.97 FEET FROM A B.L.M. BRASS CAP AT THE SOUTHWEST CORNER OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 7.

EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE SCAPPOOSE-VERNONIA COUNTY ROAD.

TRACT D:  
SCAPPOOSE TREE FARM  
SECTION 8, T4N, R3W

AN EASMENT INTEREST OVER AND ACROSS A STRIP OF LAND IN SECTIONS 8 AND 9, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON THE CENTERLINE OF WHICH WAS LAID OUT AND SURVEYED IN COUNTY SURVEY NUMBERS 1655 AND 1665 THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 16, THAT IS S 89°15'25" E 577.07 FEET FROM THE W 1/16 CORNER AS MONUMENTED IN COUNTY SURVEY NO. 3447, THE WIDTH OF SAID STRIP BEING 90 FEET ON EITHER SIDE OF THE CENTERLINE; THENCE N 39°23'00" W 126.99 FEET; THENCE 343.94 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A

RADIUS OF 573.69 FEET, A DELTA OF 34°21'00" AND A CHORD WHICH BEARS N 56°33'30" W 338.81 FEET; THENCE N 73°44'00" W 118.28 FEET; THENCE 450.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1146.28 FEET, A DELTA OF 22°31'00" AND A CHORD WHICH BEARS N 62°28'30" W 447.58 FEET; THENCE N 51°13'00" W 254.37 FEET; THENCE 224.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 287.94 FEET, A DELTA OF 44°35'00" AND A CHORD WHICH BEARS N 73°30'30" W 218.44 FEET; THENCE 261.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 287.94 FEET, A DELTA OF 52°00'00" AND A CHORD WHICH BEARS N 69°48'00" W 252.45 FEET AT WHICH POINT THE WIDTH CHANGES TO 120.00 FEET ON THE LEFT (SOUTH) SIDE OF THE CENTERLINE; THENCE 448.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 287.94 FEET, A DELTA OF 89°10'00" AND A CHORD WHICH BEARS N 88°23'00" W 404.24 FEET AT WHICH POINT THE WIDTH CHANGES TO 90 FEET ON THE LEFT SIDE OF THE CENTERLINE; THENCE S 47°02'00" W 40.68 FEET; THENCE 347.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 573.69 FEET, A DELTA OF 34°43'00" AND A CHORD WHICH BEARS S 64°23'30" W 342.32 FEET; THENCE S 81°45'00" W 197.44 FEET; THENCE 262.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 716.78 FEET, A DELTA OF 20°57'30" AND A CHORD WHICH BEARS N 87°46'15" W 260.73 FEET; THENCE N 77°17'30" W 1022.69 FEET; THENCE 235.08 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 359.26 FEET, A DELTA OF 37°29'30" AND A CHORD WHICH BEARS S 83°57'45" W 230.91 FEET; THENCE S 65°13'00" W 61.80 FEET; THENCE 326.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 478.34 FEET, A DELTA OF 39°04'30" AND A CHORD WHICH BEARS S 84°45'15" W 319.94 FEET; THENCE N 75°42'30" W 431.62 FEET; THENCE 446.31 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1146.28 FEET, A DELTA OF 22°18'30" AND A CHORD WHICH BEARS N 64°33'15" W 443.49 FEET; THENCE N 53°24'00" W, (AT THE EAST LINE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 8 THE WIDTH ON THE RIGHT SIDE CHANGES TO 20.00 FEET) 249.53 FEET; THENCE 296.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 287.94 FEET, A DELTA OF 59°05'30" AND A CHORD WHICH BEARS N 82°56'45" W 283.98 FEET; THENCE S 67°30'30" W 106.87 FEET; THENCE 335.16 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 287.94 FEET, A DELTA OF 66°41'30" AND A CHORD WHICH BEARS N 79°08'45" W 316.56 FEET; THENCE N 45°48'00" W 180.18 FEET; THENCE 142.85 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 573.69 FEET, A DELTA OF 14°16'00" AND A CHORD WHICH BEARS N 38°40'00" W 142.48 FEET; THENCE N 31°32'00" W 1109.00 FEET; THENCE 446.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 573.69 FEET, A DELTA OF 44°35'00" AND A CHORD WHICH BEARS N 53°50'30" W 435.23 FEET MORE OR LESS TO THE WEST LINE OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION THAT LIES WITHIN THAT TRACT OF LAND CONVEYED TO TRISHA B. CLARK ET AL. AS DESCRIBED IN DOCUMENT NO. 97-07407, COLUMBIA COUNTY DEED RECORDS. ALSO EXCEPTING THAT PORTION WITHIN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 9. FURTHER EXCEPTING ANY PORTION LYING WITHIN THE RIGHT OF WAY OF THE SCAPPOOSE-VERNONIA HIGHWAY.

TRACT E:

SCAPPOOSE TREE FARM  
SECTION 16, T4N, R3W

AN EASMENT INTEREST OVER AND ACROSS A 40 FOOT WIDE STRIP OF LAND IN SECTION 16, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON BEING 20 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:  
BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 16, THAT IS S 89°15'25" E 577.07 FEET FROM THE W 1/16 CORNER AS MONUMENTED IN COUNTY SURVEY NO. 3447; THENCE S 40°00'02" E 497.20 FEET; THENCE 512.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1924.90 FEET, A DELTA OF 15°15'06" AND A CHORD WHICH BEARS S 32°22'29" E 510.88 FEET; THENCE 360.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 800.00 FEET, A DELTA OF 25°49'46" AND A CHORD WHICH BEARS S 11°50'04" E 357.60 FEET; THENCE 383.88 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 312.17 FEET, A DELTA OF 70°27'28" AND A CHORD WHICH BEARS S 34°08'55" E 360.14 FEET; THENCE S 69°22'39" E 435.55 FEET; THENCE 284.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 415.44 FEET, A DELTA OF 39°12'20" AND A CHORD WHICH BEARS S 88°58'49" E 278.76 FEET; THENCE 308.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 287.40 FEET, A DELTA OF 61°33'33" AND A CHORD WHICH BEARS S 77°48'13" E 294.14 FEET; THENCE 320.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 660.00 FEET, A DELTA OF 27°46'46" AND A CHORD WHICH BEARS S 60°54'50" E 316.87 FEET; THENCE S 74°48'13" E 246.54 FEET; THENCE 305.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 625.55 FEET, A DELTA OF 27°59'32" AND A CHORD WHICH BEARS S 88°47'59" E 302.59 FEET; THENCE 257.85 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET, A DELTA OF 14°46'26" AND A CHORD WHICH BEARS N 69°49'02" E 257.14 FEET; THENCE 305.49 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2577.99 FEET, A DELTA OF 6°47'23" AND A CHORD WHICH BEARS N 65°49'30" E 305.31 FEET; THENCE N 69°13'11" E 100.84 FEET; THENCE 247.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2962.03 FEET, A DELTA OF 4°47'28" AND A



CHORD WHICH BEARS N 66°49'27" E 247.61 FEET MORE OR LESS TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 16.

TRACT F:

SCAPPOOSE TREE FARM  
SECTIONS 13, 14, & 15, T4N, R3W

AN EASMENT INTEREST OVER AND ACROSS THAT TRACT (STRIP) OF LAND FORMERLY THE CROWN ZELLERBACH PRIVATE LOGGING ROAD, LOCATED IN SECTIONS 13, 14, & 15 OF T 4 N, R 3 W, W.M., COLUMBIA COUNTY, OREGON. MORE SPECIFICALLY AS SURVEYED AND DETAILED ON THOSE RIGHT OF WAY SURVEYS IN PUBLIC RECORD AND IDENTIFIED AS COUNTY SURVEY NUMBER'S 1515, 1592, 1596, & 1604, ALL IN COLUMBIA COUNTY SURVEY RECORDS. THIS STRIP OF LAND BEING OF WIDTH AS DETAILED ON THESE SPECIFIED RECORDS OF SURVEY, AND AS CONVEYED TO CROWN ZELLERBACH CORPORATION; EXCEPTIONS TO THE SURVEY WIDTH BEING; THE PORTION IN THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 15, T4N, R3W, THE WIDTH IS 20 FEET ON EITHER SIDE OF CENTERLINE. ALSO IN SECTION 14, T4N, R3W, W.M., FROM THE EAST SECTION LINE INTERSECTION, WESTERLY TO THE WEST LINE OF LOT 140, "SCAPPOOSE ACRE TRACTS"; THE NORTH BOUNDARY IS 20 FEET NORTH OF AND PARALLEL TO CENTERLINE, WITH THE SOUTH BOUNDARY BEING PER SURVEY NUMBER 1592, AND FROM THE WEST LINE OF SEC. 14, EASTERLY THROUGH LOTS 148 & 149, "SCAPPOOSE ACRE TRACTS", THE WIDTH IS 20 FEET SOUTH OF, AND PARALLEL TO CENTERLINE, AND THE NORTH BOUNDARY AS DEPICTED ON THE RECORD SURVEY NUMBER 1592. FURTHER THE WIDTH OF THE SOUTH BOUNDARY BEING 50 FEET, AND THE NORTH BOUNDARY BEING 20 FEET FROM AND PARALLEL TO THE CENTERLINE, FROM THE EAST LINE OF SECTION 13, T4N, R3W, WESTERLY TO THE WEST LINE OF LOT 1, MCNAUGHTON'S ADDITION TO SCAPPOOSE ACRE TRACTS. THE CENTERLINE OF THE TRACT (STRIP) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE CROWN ZELLERBACH LOGGING ROAD WITH THE EAST BOUNDARY OF T 4 N, R 3 W, AS DEPICTED ON THAT PUBLIC SURVEY RECORD FILED WITH THE COLUMBIA COUNTY SURVEYORS OFFICE AS CS # 1596, DATED OCTOBER 1962. THENCE FOLLOWING SAID CENTERLINE WESTERLY, 61.00 FEET, MORE OR LESS, ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 572.96 FEET, A DELTA OF 6°06'00", AND A CHORD WHICH BEARS N 73°18'00" W 60.97 FEET; THENCE N 67°12'00" W 232.10 FEET, THENCE 363.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 572.96 FEET, A DELTA OF 36°18'00", AND A CHORD WHICH BEARS N 85°21'00" W 356.96 FEET; THENCE S 76°30'00" W 502.90 FEET, THENCE 253.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 572.96 FEET, A DELTA OF 25°20'00", AND A CHORD WHICH BEARS S 63°50'00" W 251.28 FEET; THENCE S 51°10'00" W 422.05 FEET, THENCE 171.02

FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DELTA OF 48°59'40", AND A CHORD WHICH BEARS S 75°39'50" W 165.86 FEET; THENCE 728.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1910.10 FEET, A DELTA OF 21°51'20", AND A CHORD WHICH BEARS N 68°54'40" W 724.20 FEET; THENCE N 57°52'00" W 1069.20 FEET, THENCE 1773.42 FEET ON THE ARC OF A CURVE LEFT WITH A RADIUS OF 2864.93 FEET, A DELTA OF 35°28'00", AND A CHORD WHICH BEARS N 75°36'00" W 1745.24 FEET; THENCE S 87°32'00" W 1685.20 FEET, THENCE 301.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1146.30 FEET, A DELTA OF 15°04'00", AND A CHORD WHICH BEARS N 84°56'00" W 300.57 FEET; THENCE N 77°24'00" W 1376.60 FEET, THENCE 628.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2292.00 FEET, A DELTA OF 15°43'00", AND A CHORD WHICH BEARS N 69°32'30" W 626.74 FEET, THENCE N 61°41'00" W 226.80 FEET, THENCE 378.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 573.70 FEET, A DELTA OF 37°47'00", AND A CHORD WHICH BEARS N 42°47'30" W 371.50 FEET; THENCE N 23°54'00" W 237.60 FEET, THENCE 509.17 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 383.10 FEET, A DELTA OF 76°09'00", AND A CHORD WHICH BEARS N 61°58'30" W 472.51 FEET; THENCE S 79°57'00" W 343.20 FEET, THENCE 178.07 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 716.80 FEET, A DELTA OF 14°14'00", AND A CHORD WHICH BEARS S 87°04'00" W 177.61 FEET, THENCE N 85°49'00" W 528.90 FEET, THENCE 107.59 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 716.80 FEET, A DELTA OF 8°36'00", AND A CHORD WHICH BEARS S 89°53'00" W 107.49 FEET; THENCE S 85°35'00" W 317.60 FEET; THENCE 665.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 955.40 FEET, A DELTA OF 39°53'00", AND A CHORD WHICH BEARS N 74°28'30" W 651.70 FEET; THENCE N 54°32'00" W 572.50 FEET, MORE-OR-LESS, TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 15. ALSO INCLUDING, ALL THAT LAND LYING BETWEEN A LINE LYING 20 FEET NORTH OF THE FOLLOWING DESCRIBED RELOCATED CENTERLINE AND THE GRADE CENTERLINE AS SURVEYED IN COUNTY SURVEY NO. 1592; BEGINNING AT A POINT IN THE CENTER OF THE CROWN ZELLERBACH LOGGING ROAD AS SURVEYED IN RECORD SURVEY NO. 1592 AT STATION 625+21.74, SAID POINT BEING S 84°13'50" E 1312.72 FEET MORE OR LESS FROM THE EAST 1/4 CORNER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON; THENCE LEAVING THE SURVEYED GRADE, 163.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 46°42'09" AND A CHORD WHICH BEARS N 69°06'56" W 158.55 FEET; THENCE N 45°45'51" W 218.86 FEET; THENCE 180.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 94.23 FEET, A DELTA OF 109°45'33" AND A CHORD WHICH BEARS S 79°21'22" W 154.15 FEET; THENCE S 24°28'36" W 56.15 FEET; THENCE 272.70 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A DELTA OF 78°07'24" AND A

CHORD WHICH BEARS S 63°32'18" W 252.06 MORE OR LESS TO THE CENTERLINE OF SAID LOGGING ROAD AT STATION 644+32.7. EXCEPTING THEREFROM ALL THAT PORTION, IF ANY, LYING WITHIN PUBLIC ROADS.

TRACT G:

ST. HELENS TREE FARM  
T3N, R2W & T4N, R2W

AN EASMENT INTEREST OVER AND ACROSS THAT TRACT (STRIP) OF LAND FORMERLY THE CROWN ZELLERBACH PRIVATE LOGGING ROAD, LOCATED IN SECTIONS 1, 2, & 12, T 3 N, R 2 W, ALSO IN SECTIONS 16, 17, 18, 21, 27, 28, 34, & 35, T 4 N, R 2 W, COLUMBIA COUNTY, OREGON. MORE SPECIFICALLY AS SURVEYED AND DETAILED ON THOSE RIGHT OF WAY SURVEYS IN PUBLIC RECORD AND IDENTIFIED AS COUNTY SURVEY NUMBER'S 1515, 1516, 1592, 1596, & 1604, ALL IN COUNTY RECORDS. THIS STRIP OF LAND BEING OF WIDTH AS DETAILED ON THESE SPECIFIED RECORDS OF SURVEY, AND AS CONVEYED TO CROWN ZELLERBACH CORPORATION. THE CENTERLINE OF THE TRACT (STRIP) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST BOUNDARY OF HIGHWAY 30, AS DEPICTED ON COUNTY SURVEY NUMBER 1516 DATED JAN. 1962. SAID POINT BEING SOUTH 441 FEET & WEST 2752 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 12, T 3 N, R 2 W; THENCE N 69°09'00" W 32.0 FEET; THENCE 809.20 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 1432.70 FEET, A DELTA OF 32°22'00", AND A CHORD WHICH BEARS N 52°58'00" W 798.62 FEET; THENCE N 36°47'00" W 1165.40 FEET, THENCE 839.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET, A DELTA OF 16°47'00", AND A CHORD WHICH BEARS N 45°10'30" W 836.21 FEET, THENCE N 53°34'00" W 1294.80 FEET, THENCE 982.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2864.93 FEET, A DELTA OF 19°39'00", AND A CHORD WHICH BEARS N 43°44'30" W 977.74 FEET; THENCE N 33°55'00" W 2806.90 FEET; THENCE N 33°38'00" W 1693.10 FEET, THENCE 866.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 11459.10 FEET, A DELTA OF 4°20'00", AND A CHORD WHICH BEARS N 31°28'00" W 866.46 FEET; THENCE N 29°18'00" W 1103.40 FEET, THENCE 975.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 3212.98 FEET, A DELTA OF 17°24'00", AND A CHORD WHICH BEARS N 38°00'00" W 972.00 FEET; THENCE N 46°42'00" W 999.90 FEET; THENCE N 48°12'00" W 463.20 FEET; THENCE N 48°41'00" W 206.80 FEET; THENCE 536.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 818.51 FEET, A DELTA OF 37°33'00", AND A CHORD WHICH BEARS N 29°54'30" W 526.88 FEET; THENCE N 11°08'00" W 220.80 FEET; THENCE N 16°00'00" W 179.10 FEET; THENCE N 24°20'00" W 200.00 FEET; THENCE N 31°52'00" W 200.00 FEET; THENCE N 40°23'00" W 200.00 FEET; THENCE N

47°46'00" W 200.00 FEET; THENCE N 56°26'00" W 131.60 FEET; THENCE N 59°04'00" W 200.00 FEET; THENCE N 64°11'00" W 209.30 FEET; THENCE N 70°02'00" W 159.10 FEET; THENCE N 72°10'00" W 131.00 FEET; THENCE N 78°10'00" W 169.00 FEET; THENCE N 84°39'00" W 200.00 FEET; THENCE N 89°09'00" W 200.00 FEET; THENCE S 86°55'09" W 215.00 FEET; THENCE S 85°40'00" W 312.80 FEET; THENCE 437.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 716.78 FEET, A DELTA OF 34°56'00", AND A CHORD WHICH BEARS N 76°52'00" W 430.28 FEET; THENCE N 59°24'00" W 569.50 FEET; THENCE 470.43 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 573.69 FEET, A DELTA OF 46°59'00", AND A CHORD WHICH BEARS N 35°54'30" W 457.36 FEET, THENCE N 12°25'00" W 235.90 FEET; THENCE 432.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 410.28 FEET, A DELTA OF 60°22'00", AND A CHORD WHICH BEARS N 42°36'00" W 412.55 FEET, THENCE N 72°47'00" W 885.20 FEET; THENCE N 71°08'00" W 135.60 FEET; THENCE N 66°57'00" W 200.00 FEET; THENCE N 59°36'00" W 200.00 FEET; THENCE N 53°51'00" W 100.00 FEET; THENCE N 52°01'00" W 161.40 FEET; THENCE N 41°25'00" W 138.60 FEET; THENCE N 27°01'00" W 81.20 FEET; THENCE N 18°24'00" W 442.10 FEET; THENCE 444.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 955.37 FEET, A DELTA OF 26°41'00", AND A CHORD WHICH BEARS N 05°03'30" W 440.92 FEET, THENCE N 08°17'00" E 79.90 FEET; THENCE 353.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 955.37 FEET, A DELTA OF 21°11'00", AND A CHORD WHICH BEARS N 02°18'30" W 351.21 FEET, THENCE N 12°54'00" W 642.90 FEET; THENCE 205.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2864.93 FEET, A DELTA OF 4°07'00", AND A CHORD WHICH BEARS N 14°57'30" W 205.80 FEET, THENCE N 17°01'00" W 307.50 FEET; THENCE 372.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 955.37 FEET, A DELTA OF 22°19'00", AND A CHORD WHICH BEARS N 28°10'30" W 369.77 FEET, THENCE N 39°20'00" W 324.00 FEET; THENCE 421.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 637.27 FEET, A DELTA OF 37°56'00", AND A CHORD WHICH BEARS N 20°22'00" W 414.25 FEET, THENCE N 01°24'00" W 159.70 FEET, THENCE 515.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 631.37 FEET, A DELTA OF 46°49'00", AND A CHORD WHICH BEARS N 24°48'39" W 501.66 FEET, THENCE N 48°13'00" W 214.90 FEET, THENCE 308.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 642.31 FEET, A DELTA OF 27°29'00", AND A CHORD WHICH BEARS N 34°28'30" W 305.15 FEET, THENCE N 20°44'09" W 669.90 FEET; THENCE N 21°26'00" W 100.00 FEET; THENCE N 01°58'00" W 156.50 FEET; THENCE N 08°45'00" E 247.40 FEET; THENCE N 04°56'00" E 157.10 FEET; THENCE N 02°17'00" W 215.80 FEET; THENCE N 07°19'00" W 185.10 FEET; THENCE N 00°06'00" E 211.10 FEET; THENCE N 05°26'00" E 302.00 FEET; THENCE N 04°23'00" E 120.00 FEET; THENCE N 12°56'00" W 166.00 FEET; THENCE N 20°02'00" W 100.00 FEET; THENCE N 30°20'00" W 136.00 FEET; THENCE N 38°57'00" W 163.90 FEET; THENCE N 43°26'00" W 200.00 FEET; THENCE N 50°15'00" W 200.00 FEET; THENCE N 56°24'00" W 200.00 FEET; THENCE N 70°34'00" W 200.00 FEET;

THENCE N 83°01'00" W 100.00 FEET; THENCE S 85°07'00" W 149.90 FEET;  
THENCE S 79°12'00" W 1158.80 FEET; THENCE 223.71 FEET ALONG THE ARC  
OF A CURVE TO THE LEFT WITH A RADIUS OF 955.37 FEET, A DELTA OF  
13°25'00", AND A CHORD WHICH BEARS S 72°29'30" W 223.20 FEET; THENCE S  
65°47'00" W 203.70 FEET, THENCE 513.51 FEET ALONG THE ARC OF A CURVE  
TO THE RIGHT WITH A RADIUS OF 441.00 FEET, A DELTA OF 66°43'00", AND A  
CHORD WHICH BEARS N 80°51'30" W 484.99 FEET, THENCE N 47°30'00" W  
562.60 FEET, THENCE 924.07 FEET ALONG THE ARC OF A CURVE TO THE  
LEFT WITH A RADIUS OF 955.40 FEET, A DELTA OF 55°25'00", AND A CHORD  
WHICH BEARS N 75°12'30" W 888.47 FEET, THENCE S 77°05'00" W 1910.00 FEET,  
THENCE 1506.86 FEET ALONG THE ARC OF A CURVE RIGHT WITH A RADIUS  
OF 1910.10 FEET, A DELTA OF 45°12'00", AND A CHORD WHICH BEARS N  
80°19'00" W 1468.08 FEET, THENCE N 57°59'00" W 593.90 FEET, THENCE 917.29  
FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF  
1637.28 FEET, A DELTA OF 32°06'00", AND A CHORD WHICH BEARS N 74°02'00"  
W 905.34 FEET, THENCE S 89°50'00" W 991.00 FEET; THENCE S 86°40'00" W  
574.40 FEET, THENCE 189.32 FEET ALONG THE ARC OF A CURVE TO THE  
LEFT WITH A RADIUS OF 716.78 FEET, A DELTA OF 15°08'00", AND A CHORD  
WHICH BEARS S 79°06'00" W 188.77 FEET; THENCE S 71°32'00" W 383.40 FEET,  
THENCE 168.39 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A  
RADIUS OF 1146.28 FEET, A DELTA OF 8°25'00", AND A CHORD WHICH BEARS  
S 75°44'30" W 168.24 FEET; THENCE S 79°57'00" W 91.20 FEET, THENCE 268.00  
FEET, TO THE WEST LINE OF SECTION 18, T 4 N, R 2 W, ON THE ARC OF A  
CURVE TO THE RIGHT, WITH A RADIUS OF 572.96 FEET, A DELTA OF  
26°48'00", AND A CHORD WHICH BEARS N 73°15'00" W 265.56 FEET TO THE  
WEST LINE OF SECTION 18.  
EXCEPTING THEREFROM ANY AND ALL THAT PORTION WHICH LIES  
WITHIN PUBLIC ROADS.

## **EXHIBIT B**

### **TITLE EXCEPTIONS**

1. All matters affecting title to the Property which would be disclosed by a thorough physical inspection or an accurate survey of the Property, including, but not limited to, any easements, claims of easements, boundary line disputes, overlaps, encroachments, public roads, highways, cemeteries and railroads, if any.
2. Zoning laws, regulations and ordinances.
3. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, whether or not the foregoing are shown by the public records.
4. Various right of access for overhead lines, vehicle access, temporary spur road and other rights of access as set forth on survey.
5. The legal description set forth in this Deed may not describe the actual location of the road.

## EXHIBIT C

### EASEMENT PROVISIONS

1. Grantor hereby reserves for the benefit of the real property owned by Grantor and described in Exhibit C-5 attached hereto ("Grantor's Property"), (i) a perpetual, non-exclusive easement not more than sixty (60) feet in width over, across and through the portion of the Property located in Sections 13, 14, 15, and 16, Township 4 North, Range 3 West, Willamette Meridian, Columbia County, Oregon, as specifically set forth in Exhibit C-1 through Exhibit C-4 attached hereto (the "Road") and (ii) a perpetual, non-exclusive easement over, across and through the existing permanent access spurs (the "Permanent Access Spurs") identified on Exhibits C-1 through C-4 attached hereto on the terms and conditions and for the purposes described herein. The Road and the Permanent Access Spurs are sometimes referred to herein as the "Easement Area."

2. The Easement Area shall be used for ingress and egress to and from Grantor's Property, in connection with Grantor's Forest Management Activities (as defined herein) and Timber Harvest Operations (as defined herein) and for the management, development, or exploitation of other forms of natural resources, and for other purposes ancillary or incidental thereto. The term "Timber Harvest Operations" means the cutting, yarding, processing, loading, or hauling on, from, or to any timber property that is owned by Grantor ("Grantor's Property"); and the term "Forest Management Activities" means all forest management activities other than Timber Harvest Operations, as defined.

3. During Timber Harvest Operations or Timber Management Operations that require the use of the Easement Area, Grantor shall maintain the roads within the portions of the Easement Area so used by Grantor in such a state of repair as to allow normal use by passenger cars at all times; and, upon the secession of such Operations, Grantor shall leave such Easement Area in as good as or better condition than existed prior to such Operations. All other improvements and repairs to the Easement Areas shall be done at Grantee's sole cost and expense and shall be to haul road standards consistent with Grantor's Timber Harvest Operations and Timber Management Operations; provided, Grantee shall reimburse Grantor for any such improvements or repairs made to the Easement Area by Grantor.

4. During Timber Harvest Operations, the portions of the Easement Area that are being used by Grantor in connection with such Operations will be closed to the public; provided, however, that the public shall have weekend access to the Easement Area beginning at 6:00 p.m. on Fridays and ending at 12:01 a.m. on Mondays, regardless of Timber Harvest Operations.

5. Grantor may not use the Easement Area in connection with Timber Harvest Operations that are conducted from June 1 through September 30.

6. Grantor shall provide Grantee with 30 days' notice prior to conducting Timber Harvest Operations where such Operations require the use of the Easement Area by Grantor.

7. Grantor may use the Easement Area throughout the entire calendar year in connection with any and all Forest Management Activities conducted on any of Grantor's Property; provided, however, subject to paragraph 10 below, that from June 1 through September 30 these activities will be restricted to Monday through Friday.

8. Except when Grantor is using the Easement Area in connection with Timber Harvest Operations, members of the public shall have the right of way.

9. Exhibit C-1 through Exhibit C-4 attached hereto describe which of the following four different types of Timber Harvest Operations may be conducted on the Easement Area:

- (1) **Overhead lines only.** Only lines and not trees or logs may touch the Easement Area; only pickup traffic will be allowed; logs may be suspended across the Easement Area.
- (2) **Vehicle access only.** Only vehicular activity associated with timber harvest hauling operations will be permitted.
- (3) **Temporary spur road access from Easement Area.** Grantor may construct temporary spur roads within the Easement Area and across any adjacent Property for necessary access to Timber Harvest Operations. Within six (6) months of the completion of Timber Harvest Operations, such spur roads will be removed; the reclaimed areas shall be reforested within one (1) year.
- (4) **Full and unlimited use of the Easement Area and adjacent Property for all Timber Harvest Operations.** (a) Within six (6) months of the completion of Timber Harvest Operations, Grantor shall (i) restore the road surface of the affected Easement Area to a condition that is as good or better than existed prior to such Timber Harvest Operations and (ii) restore the adjacent Property to a condition suitable for planting, and (b) within twelve (12) months of the completion of Timber Harvest Operations, Grantor shall replant the adjacent Property with trees.

10. The Permanent Access Spurs will not be removed by either Grantee or Grantor.

11. Grantor shall have unrestricted use of the Easement Area in order to access any of Grantor's Property for the purpose of fire detection or suppression or complying with any applicable law.

12. If Grantor damages any merchantable trees located in the Easement Area, Grantee will be compensated for such damage at the current market value existing at time of the damage.

13. On those portions of the Easement Area where hauling is allowed, the roadside vegetation may be controlled by Grantor.



14. Grantor may permit its agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, contractors and employees, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to use the Easement Area for the purposes described herein and to otherwise exercise the rights reserved herein.

15. This easement reservation shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee. Any and all successors-in-interest to Grantor's Property shall maintain comprehensive general liability and property damage insurance in an amount of not less than \$500,000.00, or the limits of the Oregon Tort Claims Act, as amended, whichever is greater, combined single limit to protect Grantee, its officers, agents and employees; and shall provide Grantee with a certificate of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds. Such certificate or certificates shall include a statement by the insurer that Grantee shall be given not less than thirty (30) days' advance written notification if the policy is going to expire, be terminated, canceled or modified in any material way; and shall notify Grantee immediately upon notification to Grantor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

16. This easement reservation represents the only agreement pertaining to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, whether written or oral, and shall not be amended, changed, altered or modified other than by an agreement in writing and signed by Grantor and Grantee or their respective successors and assigns, if any.

17. Grantor and Grantee hereby agree that the rights, covenants, and obligations hereunder shall be appurtenant to and burden the Property and shall be appurtenant to and benefit Grantor's Property and shall run with the land as to all property burdened and benefited hereby, including any division or partition of either the Property or Grantor's Property. The rights, covenants, and obligations hereunder shall bind, burden, and benefit each party's successors, assigns, lessees, and mortgagees (or beneficiaries under a trust deed).

18. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys' fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

19. Each party (the "Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") from and against any and all claims, losses, liabilities, and expenses

(including reasonable attorneys' fees at trial and on any appeal or review) incurred by the Indemnitee and arising out of or related to Indemnitor's use of the Easement Area.

Exhibit C-1

COLUMBIA FOREST ROAD  
T4N, R3W, W.M.  
COLUMBIA COUNTY, OREGON  
SCALE 1" = 1000'



LEGEND

RESERVED RIGHTS DESIGNATION

- A = OVERHEAD LINES ONLY
- B = VEHICLE ACCESS ONLY
- C = TEMPORARY SPUR ROAD ACCESS
- D = FULL UNLIMITED USE

- = C.Z. LOGGING ROAD / TRAIL
- = PERMANENT ACCESS SPUR (EXISTING)
- = SCAPPOOSE VERNONIA HWY

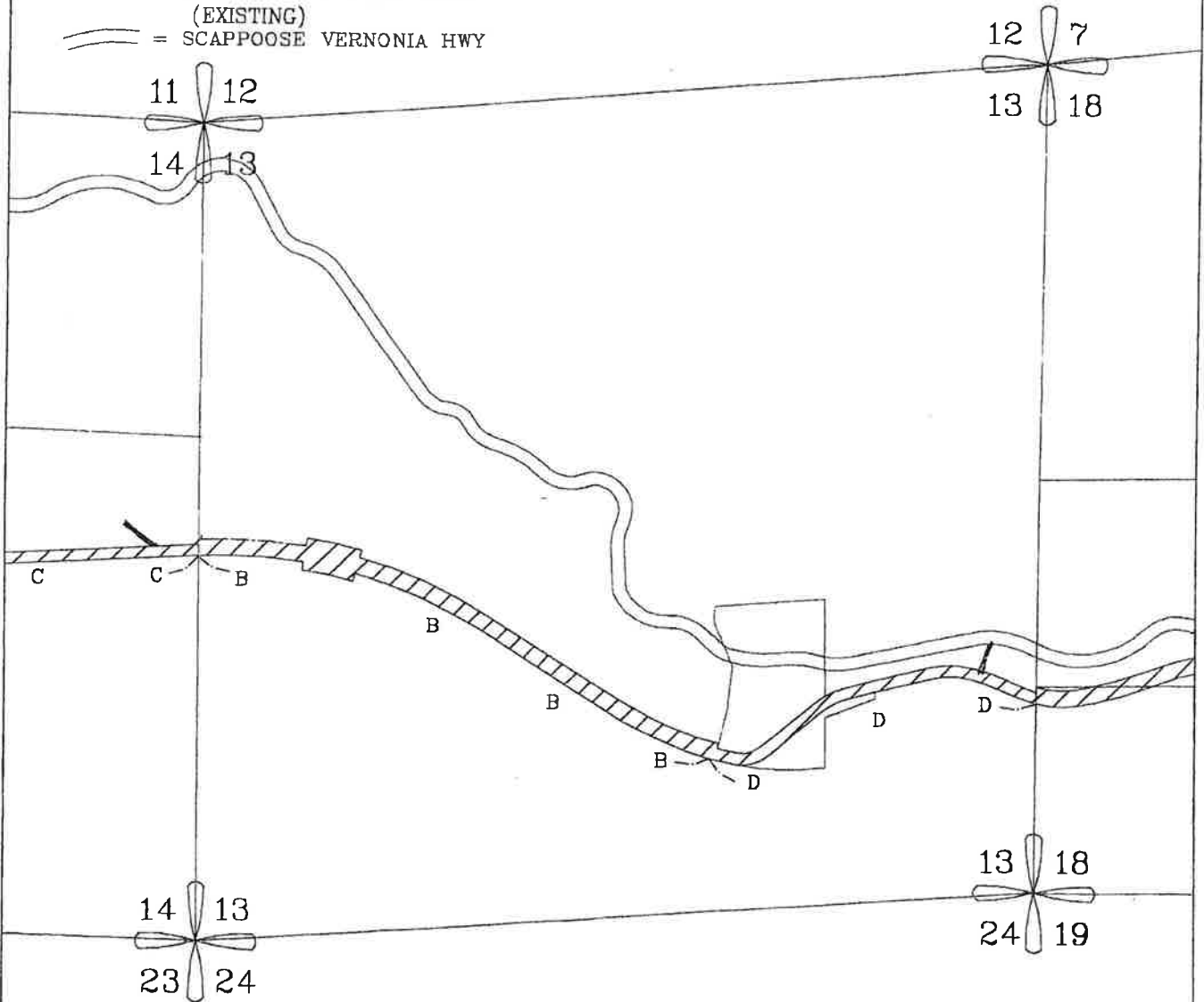





Exhibit C-2

COLUMBIA FOREST ROAD  
T4N, R3W, W.M.  
COLUMBIA COUNTY, OREGON  
SCALE 1" = 1000'

LEGEND

RESERVED RIGHTS DESIGNATION

- A = OVERHEAD LINES ONLY
- B = VEHICLE ACCESS ONLY
- C = TEMPORARY SPUR ROAD ACCESS
- D = FULL UNLIMITED USE

-  = C.Z. LOGGING ROAD / TRAIL
-  = PERMANENT ACCESS SPUR (EXISTING)
-  = SCAPPOOSE VERNONIA HWY

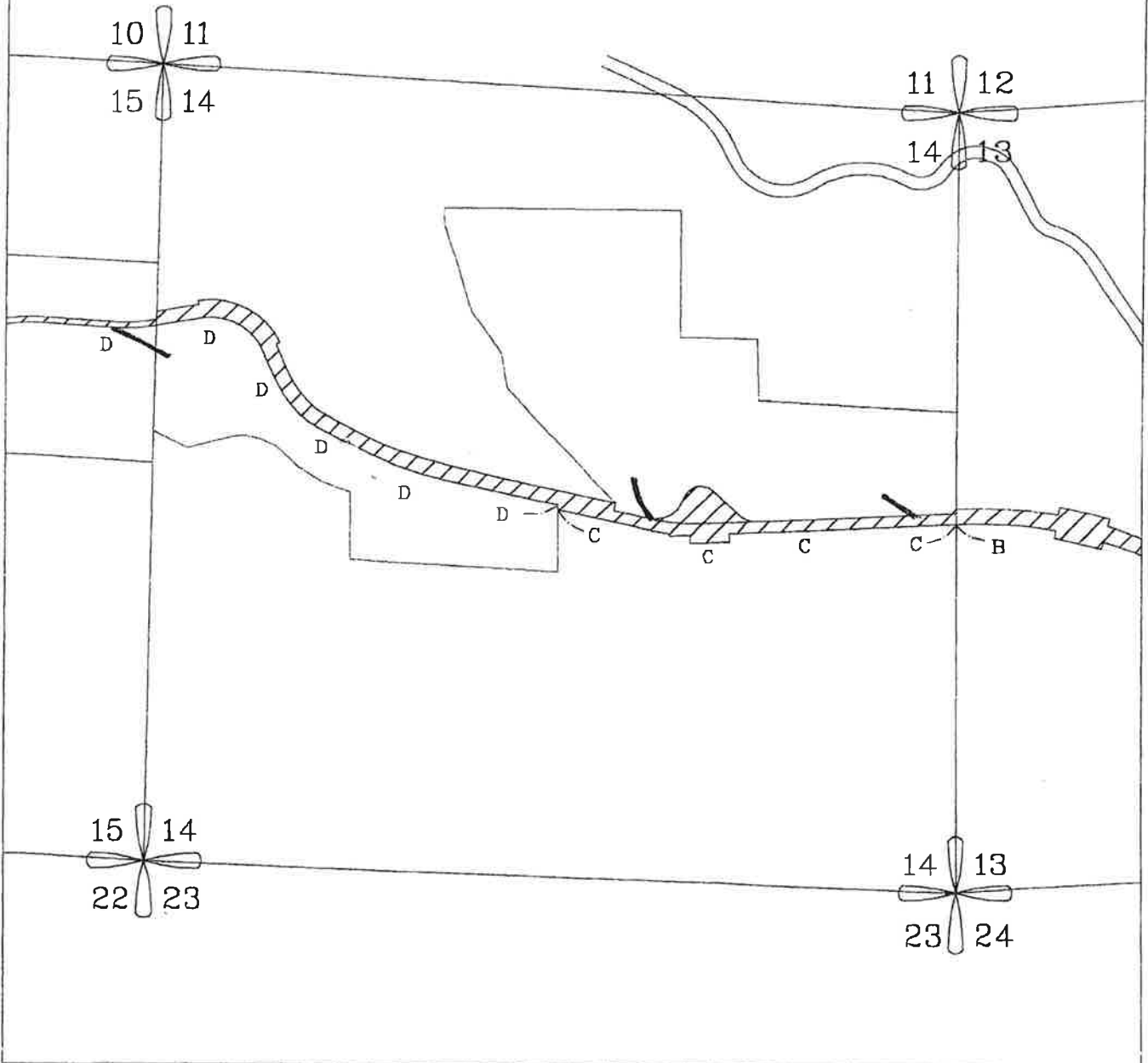


Exhibit C-3




COLUMBIA FOREST ROAD  
T4N, R3W, W.M.  
COLUMBIA COUNTY, OREGON  
SCALE 1" = 1000'



LEGEND

RESERVED RIGHTS DESIGNATION

- A = OVERHEAD LINES ONLY
- B = VEHICLE ACCESS ONLY
- C = TEMPORARY SPUR ROAD ACCESS
- D = FULL UNLIMITED USE

-  = C.Z. LOGGING ROAD / TRAIL
-  = PERMANENT ACCESS SPUR (EXISTING)
-  = SCAPPOOSE VERNONIA HWY

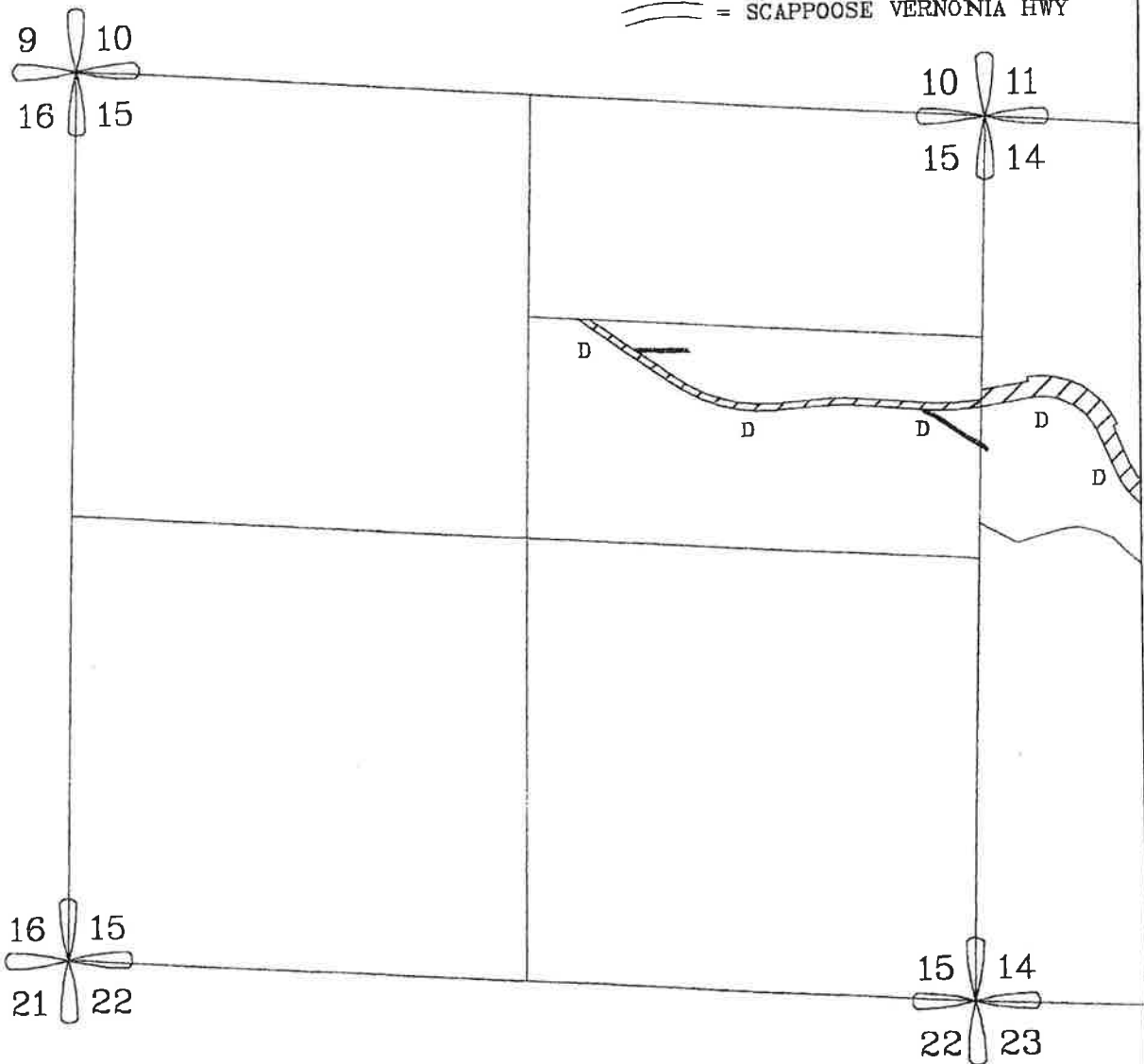
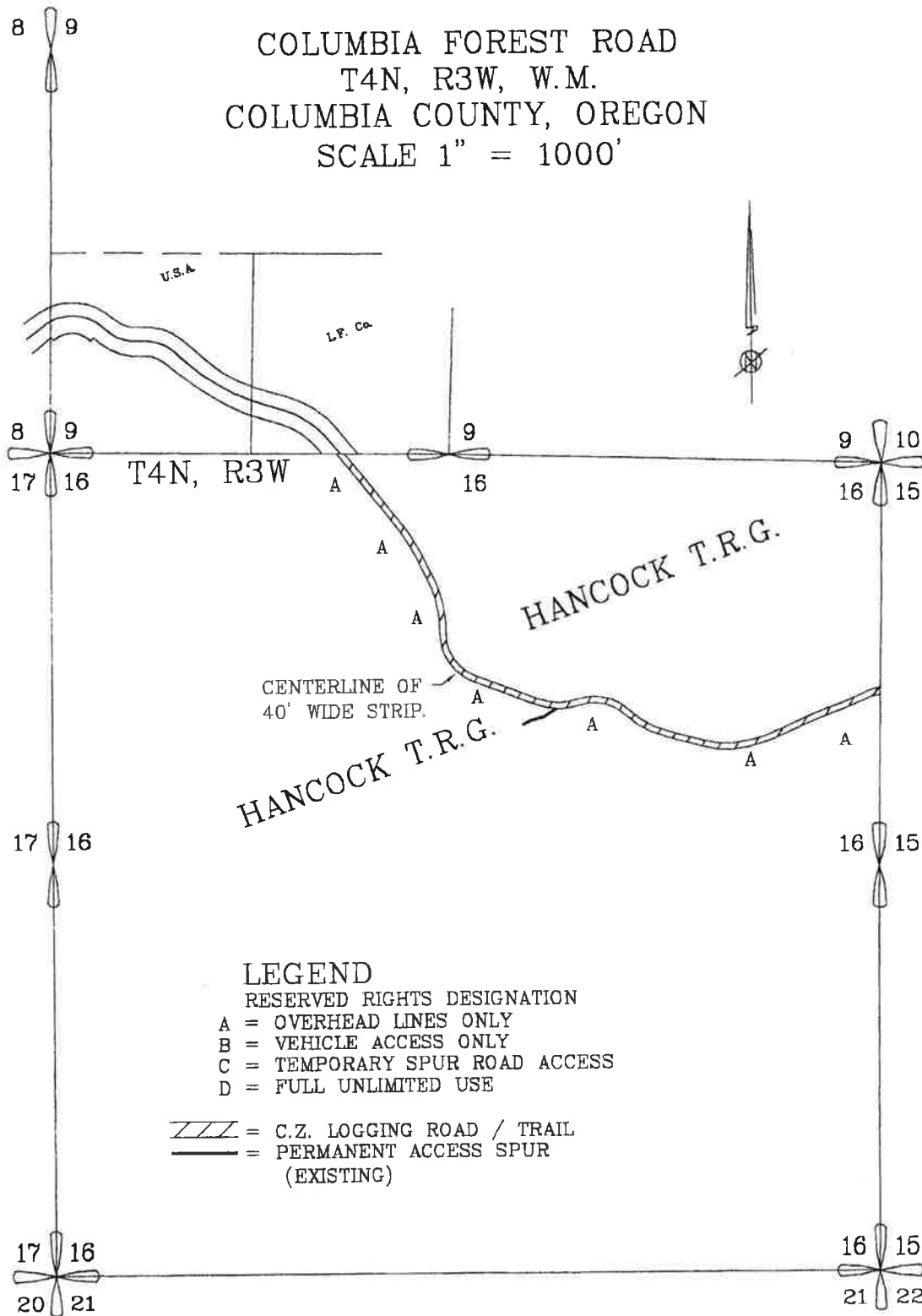


Exhibit C-4

COLUMBIA FOREST ROAD  
T4N, R3W, W.M.  
COLUMBIA COUNTY, OREGON  
SCALE 1" = 1000'



## EXHIBIT C-5

### ForesTree 96's Property (Scappoose Tree Farm)

1. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 7, 18, Township 3 North, Range 2 West, Willamette Meridian, Columbia County, Oregon.
2. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 2, 11, 12, Township 3 North, Range 3 West, Willamette Meridian, Columbia County, Oregon.
3. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 5, 6, 18, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon.
4. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 1, 2, 3, 10, 12, 13, 14, 15, 16, 19, 20, 22, 23, 26, 27, 28, 34, 35, 36, Township 4 North, Range 3 West, Willamette Meridian, Columbia County, Oregon.
5. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 20, 21, 29, Township 7 North, Range 2 West, Willamette Meridian, Columbia County, Oregon.
6. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 22, 23, 27, Township 7 North, Range 2 West, Willamette Meridian, Columbia County, Oregon.
7. All of that property owned by ForesTree 96, and/or ForesTree 96's successors and assigns, and located in Sections 3, 4, 13, 14, Township 3 North, Range 3 West, Willamette Meridian, Washington County, Oregon.