

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Accepting a 40-Foot Wide Strip)
of Land from Weyerhaeuser Co. for the Extension) RESOLUTION NO. 45-2010
of the Crown-Zellerbach Recreational Trail)
_____)

WHEREAS, the Weyerhaeuser Company desires to convey a forty (40)-foot wide strip of land, described in Exhibit A, attached hereto and incorporated herein by this reference, which lies between Vernonia and Chapman Landing east of Scappoose, for use as a multipurpose recreational trail; and

WHEREAS, the Columbia County Forest, Parks and Recreation Advisory Commission and the Board of County Commissioners have identified the development of the Crown-Zellerbach Trail between Scappoose and Vernonia as a high priority need in Columbia County; and

WHEREAS, the property described in Exhibit A is immediately adjacent to and would extend Columbia County's Crown-Zellerbach Trail, further allowing the trail to connect Scappoose and Vernonia; and

WHEREAS, the Board of County Commissioners supports the extension of the Crown-Zellerbach Trail for use as a bicycle/pedestrian/equestrian facility connecting Scappoose and Vernonia; and

WHEREAS, pursuant to ORS 35.605, Columbia County has the authority to acquire the private property described in Exhibit A; and

WHEREAS, pursuant to ORS 35.610, before the right to acquire such property under ORS 35.605 is exercised, the Board of County Commissioners shall describe the land to be acquired and shall determine that the acquisition of such land is reasonably necessary to protect the full use and enjoyment by the public of the road, street or highway.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

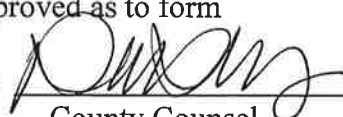
1. Columbia County shall acquire the land described in Exhibit A from the the Weyerhaeuser Company; and
2. The acquisition of such land, which will provide for the extension of the Crown-Zellerbach Trail to connect Scappoose and Vernonia, is reasonably necessary to protect the full

use and enjoyment by the public of the road, street or highway; and

3. The conveyance instrument shall be recorded in the deed records of the Columbia County Clerk without costs.

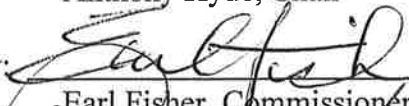
Dated this 21st day of July, 2010.

Approved as to form

By: 
County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: 
Anthony Hyde, Chair

By: 
Earl Fisher, Commissioner

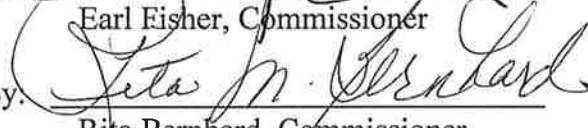
By: 
Rita Bernhard, Commissioner

EXHIBIT A

When recorded, return to:

LAND TITLE - CH 1F23
WEYERHAEUSER COMPANY
PO Box 9777
FEDERAL WAY, WA 98063-9777

Send Tax Statements to:

COLUMBIA COUNTY
ATTENTION: JANET WRIGHT
230 STRAND STREET
ST. HELENS OR 97051

CONSIDERATION STATEMENT (ORS 90.030): The monetary consideration for this transfer is: "Other valuable consideration" - Donation to Columbia County for use by the public.

SPECIAL WARRANTY DEED

The GRANTOR, WEYERHAEUSER COMPANY, a Washington corporation, donates and conveys to COLUMBIA COUNTY, a political subdivision of the State of Oregon, GRANTEE, the real property situated in COLUMBIA COUNTY, OREGON, described in *Exhibit A* ("Property") attached hereto and by this reference made a part hereof, subject to the encumbrances of title and reservations of Grantor as set forth in said *Exhibit B*.

Portions of the Property (a forty foot wide strip of land) have been used for decades for commercial forestry purposes (e.g., rail line and road for timber hauling). Grantor is making this conveyance to assist Columbia County with its development of a multipurpose trail between Chapman Landing east of Scappoose and Vernonia. Grantor owns and operates property adjacent to the Property and currently uses the Property in its commercial forestry operations and activities. Accordingly, the parties, agree and intend that, notwithstanding this conveyance, Grantor shall retain an easement, as set forth in *Exhibit B*, so that this conveyance does not interfere with or impair Grantor's commercial forestry operations and activities.

The purpose of this conveyance is to allow Grantee and its successors and assigns to control land development on the Property, while allowing Grantor and its successors and assigns to conduct forestry activities on surrounding property owned by Grantor and its successors and assigns (the "Grantor Property"), whether adjacent to or in the immediate vicinity of the Property, and including without limitation the property more particularly described in *Exhibit C*. No severance damages or similar compensation is being paid by Grantee for any restriction on future use of the Grantor Property. Neither party intends that this conveyance, or any subsequent development or management policies for the Property, shall directly or indirectly restrict any otherwise permissible uses of the Grantor Property. Grantee acknowledges the protections afforded to Grantor's operation of the Grantor Property pursuant to ORS 30.930 through 30.947, and acknowledges that public policy as established by the legislature of the State of Oregon favors the protection of commercial forestry activities. Grantee acknowledges the following provision of Oregon law, as set forth by ORS 30.933(2) (c): "PERSONS WHO LOCATE ON OR NEAR AN AREA ZONED FOR FARM OR FOREST USE MUST ACCEPT THE CONDITIONS COMMONLY ASSOCIATED WITH LIVING IN THAT PARTICULAR SETTING." Therefore, Grantee covenants and agrees that Grantee shall not bring or cause to

be brought against Grantor or the Grantor Property any action, claim, or suit, whether seeking injunctive relief, damages, or other legal or equitable remedies (including, without limitation, actions or claims based on noise, vibration, odors, smoke, dust, mist from irrigation, use of pesticides, and use of crop production substances), in connection with the following activities on the Grantor Property (collectively, the "Forestry Activities"): (i) site preparation; (ii) timber harvest; (iii) slash disposal; (iv) road construction and maintenance; (v) tree planting; (vi) pre-commercial thinning; (vii) release; (viii) fertilization (including aerial application); (ix) animal damage control; (x) insect and disease control; and (xi) any other lawfully conducted or commercially reasonable activities and operations related to the ownership, management, and operation of commercial forestland. Grantee further acknowledges for itself and for its successors and assigns that the use of the Property by Grantee and its successors, assigns and invitees is subordinate to present and future Forestry Activities, and waives, for itself and for its successors and assigns, the right to legally oppose or appeal the Forestry Activities. Additionally, Grantee, for itself and its successors and assigns, agrees and covenants with Grantor and its successors and assigns that it will: (a) cooperate with Grantor in the preparation and review of permits relating to the ownership, management, and operation of the Grantor Property; (b) not object to or attempt to delay the issuance of permits relating to the realization of value on the Grantor Property; (c) consult with Grantor regarding public statements to be made by Grantee with regard to the Forestry Activities; and (d) provide reasonable and timely access to the Property to allow Grantor to investigate any assertions by Grantee of negative or adverse effects of the Forestry Activities on the Property. Grantee shall release, indemnify, defend and hold harmless Grantor and Grantor's directors, officers, agents and employees, successors and assigns from and against any and all claims, suits actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, at trial or on appeal, that Grantor and/or its directors, officers, agents and employees, successors and assigns may sustain or incur on account of: (1) any damage to or destruction of the Property; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or person, arising in any manner out of use of said Property or as result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of Grantee, its officers, agents, employees, and/or invited guests. Grantee's liability herein is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution and ORS 30.260 to ORS 30.300, the Oregon Tort Claims Act. In the event Grantee ceases to use or fails to maintain the Property as a part of the multipurpose trail as identified on Exhibit A for a period of five (5) consecutive years, the interest of Grantee shall terminate and revert to Grantor. Such termination and reversion shall become effective only upon the delivery by Grantee of, the acceptance by Grantor of, and the recordation of a quitclaim deed conveying said property to Grantor. Grantee shall, nevertheless, remain liable for all claims and damages arising from Grantee's use and actions prior to such termination. Grantee shall deliver said quitclaim deed only upon Grantor's written request for same. The parties intend for this provision to be binding on their successors and assigns and to operate as a covenant running with the land.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO

195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007 AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

DATED: July _____, 2010.

WEYERHAEUSER COMPANY, a Washington corporation

By: _____

Its: _____

Address: _____

Attest: _____

Its: Assistant Secretary

Accepted: COLUMBIA COUNTY, a political subdivision of the State of Oregon

By: _____

Its: _____

Address: _____

Date: July _____, 2010

STATE OF WASHINGTON)
COUNTY OF KING)
ss

SS:

Personally appeared before me, the undersigned authority in and for said county and state, on this _____ day of July, 2010, within my jurisdiction, the within named _____ and _____, who acknowledged that they are _____ Vice President and Assistant Secretary, respectively, of Weyerhaeuser Company, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year herein first above written.

Notary Public in and for the State of Washington.
My appointment expires: _____.

EXHIBIT A

A strip of land over and across Grantor's lands in GOVERNMENT LOT 1 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of SECTION 1 and GOVERNMENT LOT 4 of SECTION 2, TOWNSHIP 4 NORTH, RANGE 4 WEST of the Willamette Meridian and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, the NE $\frac{1}{4}$ SW $\frac{1}{4}$, the S $\frac{1}{2}$ SW $\frac{1}{4}$, the N $\frac{1}{2}$ SE and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of SECTION 35 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, the W $\frac{1}{2}$ SW $\frac{1}{4}$, the SE $\frac{1}{4}$ SW $\frac{1}{4}$, and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of SECTION 36, TOWNSHIP 5 NORTH, RANGE 4 WEST of the Willamette Meridian, all in COLUMBIA COUNTY, OREGON, said strip being 40.00 feet in width, 20.00 feet on each side of the following described center line:

Commencing at the Northwest corner of said Government Lot 4, Section 2, Township 4 North, Range 4 West, W.M.;

thence South 00° 42' 07" West, along the West line of said Government Lot 4, a distance of 213.57 feet and the POINT OF BEGINNING of the center line herein described;

thence along a curve to the left having a radius of 568.66 feet with a delta of 00° 05' 11" and a chord which bears North 72° 08' 56" East for a chord length of 0.86 feet, an arc distance of 0.86 feet;

thence along a curve to the left having a radius of 100.00 feet with a delta of 58° 04' 50" and a chord which bears North 43° 03' 55" East for a chord length of 97.08 feet, an arc distance of 101.37 feet;

thence along a curve to the right having a radius of 852.35 feet with a delta of 26° 14' 45" and a chord which bears North 27° 08' 53" East for a chord length of 387.03 feet, an arc distance of 390.44 feet;

thence along a curve to the left having a radius of 1200.00 feet with a delta of 12° 06' 04" and a chord which bears North 34° 13' 14" East for a chord length of 252.97 feet, an arc distance of 254.44 feet;

thence along a curve to the right having a radius of 256.49 feet with a delta of 41° 24' 35" and a chord which bears North 48° 52' 29" East for a chord length of 181.37 feet, an arc distance of 185.37 feet;

thence along a curve to the left having a radius of 455.75 feet with a delta of 51° 27' 39" and a chord which bears North 43° 50' 57" East for a chord length of 395.72 feet, an arc distance of 409.34 feet;

thence along a curve to the right having a radius of 261.21 feet with a delta of 64° 03' 38" and a chord which bears North 50° 08' 56" East for a chord length of 277.08 feet, an arc distance of 292.05 feet;

thence along a curve to the left having a radius of 500.00 feet with a delta of 13° 28' 57" and a chord which bears North 75° 26' 17" East for a chord length of 117.39 feet, an arc distance of 117.66 feet;

thence along a curve to the right having a radius of 5808.50 feet with a delta of 03° 14' 47" and a chord which bears North 70° 19' 12" East for a chord length of 329.08 feet, an arc distance of 329.12 feet;

thence along a curve to the left having a radius of 788.45 feet with a delta of 17° 40' 52" and a chord which bears North 63° 06' 10" East for a chord length of 242.35 feet, an arc distance of 243.31 feet;

thence along a curve to the right having a radius of 200.00 feet with a delta of 18° 20' 45" and a chord which bears North 63° 26' 06" East for a chord length of 63.77 feet, an arc distance of 64.04 feet;

thence along a curve to the right having a radius of 1638.18 feet with a delta of 15° 22' 49" and a chord which bears North 80° 17' 53" East for a chord length of 438.43 feet, an arc distance of 439.75 feet;

thence along a curve to the right having a radius of 443.20 feet with a delta of $31^{\circ}05'59''$ and a chord which bears South $76^{\circ}27'43''$ East for a chord length of 237.62 feet, an arc distance of 240.57 feet;

thence along a curve to the left having a radius of 462.74 feet with a delta of $59^{\circ}53'33''$ and a chord which bears North $89^{\circ}08'30''$ East for a chord length of 461.99 feet, an arc distance of 483.71 feet;

thence along a curve to the right having a radius of 303.00 feet with a delta of $71^{\circ}12'20''$ and a chord which bears South $85^{\circ}12'06''$ East for a chord length of 352.79 feet, an arc distance of 376.56 feet;

thence along a curve to the left having a radius of 59.54 feet with a delta of $154^{\circ}20'01''$ and a chord which bears North $53^{\circ}14'04''$ East for a chord length of 116.11 feet, an arc distance of 160.38 feet;

thence along a curve to the right having a radius of 573.00 feet with a delta of $23^{\circ}35'51''$ and a chord which bears North $12^{\circ}08'01''$ West for a chord length of 234.33 feet, an arc distance of 235.99 feet;

thence North $00^{\circ}20'06''$ West a distance of 253.88 feet;

thence along a curve to the right having a radius of 269.25 feet with a delta of $84^{\circ}24'54''$ and a chord which bears North $41^{\circ}52'21''$ East for a chord length of 361.78 feet, an arc distance of 396.70 feet;

thence along a curve to the left having a radius of 600.00 feet with a delta of $24^{\circ}06'39''$ and a chord which bears North $72^{\circ}01'28''$ East for a chord length of 250.63 feet, an arc distance of 252.49 feet;

thence along a curve to the right having a radius of 547.88 feet with a delta of $22^{\circ}41'53''$ and a chord which bears North $71^{\circ}19'05''$ East for a chord length of 215.63 feet, an arc distance of 217.04 feet;

thence along a curve to the left having a radius of 198.00 feet with a delta of $58^{\circ}51'40''$ and a chord which bears North $53^{\circ}14'11''$ East for a chord length of 194.58 feet, an arc distance of 203.41 feet;

thence along a curve to the right having a radius of 248.24 feet with a delta of $83^{\circ}00'30''$ and a chord which bears North $65^{\circ}18'36''$ East for a chord length of 329.00 feet, an arc distance of 359.64 feet;

thence along a curve to the left having a radius of 400.00 feet with a delta of $27^{\circ}34'26''$ and a chord which bears South $86^{\circ}58'22''$ East for a chord length of 190.65 feet, an arc distance of 192.50 feet;

thence along a curve to the left having a radius of 78.39 feet with a delta of $122^{\circ}45'30''$ and a chord which bears North $17^{\circ}51'40''$ East for a chord length of 137.63 feet, an arc distance of 167.96 feet;

thence North $43^{\circ}31'05''$ West for a distance of 82.76 feet;

thence along a curve to the right having a radius of 92.88 feet with a delta of $102^{\circ}56'19''$ and a chord which bears North $07^{\circ}57'05''$ East for a chord length of 145.32 feet, an arc distance of 166.88 feet;

thence along a curve to the left having a radius of 696.27 feet with a delta of $21^{\circ}24'02''$ and a chord which bears North $48^{\circ}43'13''$ East for a chord length of 258.55 feet, an arc distance of 260.06 feet;

thence along a curve to the right having a radius of 250.00 feet with a delta of $32^{\circ}01'59''$ and a chord which bears North $54^{\circ}02'11''$ East for a chord length of 137.96 feet, an arc distance of 139.77 feet;

thence along a curve to the right having a radius of 108.73 feet with a delta of $64^{\circ}38'58''$ and a chord which bears South $77^{\circ}37'21''$ East for a chord length of 116.28 feet, an arc distance of 122.68 feet;

thence South $45^{\circ}17'52''$ East a distance of 214.24 feet;

thence along a curve to the left having a radius of 450.00 feet with a delta of $25^{\circ}49'36''$ and a chord which bears South $58^{\circ}12'40''$ East for a chord length of 201.13 feet, an arc distance of 202.82 feet;

thence along a curve to the left having a radius of 184.40 feet with a delta of $32^{\circ}46'08''$ and a chord which bears South $87^{\circ}30'32''$ East for a chord length of 104.03 feet, an arc distance of 105.46 feet;

thence along a curve to the right having a radius of 325.00 feet with a delta of $44^{\circ}28'06''$ and a chord which bears South $81^{\circ}39'33''$ East for a chord length of 245.96 feet, an arc distance of 252.24 feet;

thence along a curve to the right having a radius of 162.79 feet with a delta of $109^{\circ}55'35''$ and a chord which bears South $04^{\circ}27'42''$ East for a chord length of 266.58 feet, an arc distance of 312.33 feet;

thence along a curve to the left having a radius of 400.00 feet with a delta of $32^{\circ}27'42''$ and a chord which bears South $34^{\circ}16'14''$ West for a chord length of 223.61 feet, an arc distance of 226.63 feet;

thence along a curve to the left having a radius of 804.43 feet with a delta of $18^{\circ}05'24''$ and a chord which bears South $08^{\circ}59'41''$ West for a chord length of 252.93 feet, an arc distance of 253.98 feet;

thence South $00^{\circ}03'01''$ East a distance of 136.01 feet;

thence along a curve to the left having a radius of 332.65 feet with a delta of $43^{\circ}03'47''$ and a chord which bears South $21^{\circ}34'55''$ East for a chord length of 244.17 feet, an arc distance of 250.02 feet;

thence along a curve to the right having a radius of 650.00 feet with a delta of $27^{\circ}59'04''$ and a chord which bears South $29^{\circ}07'17''$ East for a chord length of 314.83 feet, an arc distance of 317.47 feet;

thence along a curve to the left having a radius of 247.27 feet with a delta of $76^{\circ}46'25''$ and a chord which bears South $53^{\circ}30'57''$ East for a chord length of 307.10 feet, an arc distance of 331.33 feet;

thence along a curve to the right having a radius of 283.17 feet with a delta of $44^{\circ}31'45''$ and a chord which bears South $69^{\circ}38'18''$ East for a chord length of 214.99 feet; an arc distance of 220.49 feet;

thence South $47^{\circ}22'25''$ East a distance of 187.70 feet;

thence along a curve to the left having a radius of 381.16 feet with a delta of $54^{\circ}39'43''$ and a chord which bears South $74^{\circ}42'17''$ East for a chord length of 350.00 feet, an arc distance of 363.64 feet;

thence along a curve to the right having a radius of 686.84 feet with a delta of $24^{\circ}27'20''$ and a chord which bears South $89^{\circ}48'28''$ East for a chord length of 290.95 feet, an arc distance of 293.17 feet;

thence along a curve to the left having a radius of 4000.00 feet with a delta of $08^{\circ}28'36''$ and a chord which bears South $81^{\circ}49'06''$ East for a chord length of 591.23 feet, an arc distance of 591.77 feet;

thence along a curve to the right having a radius of 264.26 feet with a delta of $57^{\circ}38'11''$ and a chord which bears South $57^{\circ}14'18''$ East for a chord length of 254.76 feet, an arc distance of 265.83 feet;

thence along a curve to the left having a radius of 4000.00 feet with a delta of $05^{\circ}14'35''$ and a chord which bears South $31^{\circ}02'30''$ East for a chord length of 365.91 feet, an arc distance of 366.03 feet;

thence along a curve to the left having a radius of 371.11 feet with a delta of $70^{\circ}34'17''$ and a chord which bears South $68^{\circ}56'56''$ East for a chord length of 428.70 feet, an arc distance of 457.09 feet;

thence along a curve to the right having a radius of 125.00 feet with a delta of $71^{\circ}55'55''$ and a chord which bears of South $68^{\circ}16'08''$ East for a chord length of 146.83 feet, an arc distance of 156.93 feet;

thence along a curve to the left having a radius of 231.80 feet with a delta of $57^{\circ}29'47''$ and a chord which bears of South $61^{\circ}03'03''$ East for a chord length of 222.97 feet, an arc distance of 232.61 feet;

thence South $89^{\circ}47'57''$ East a distance of 251.55 feet;

thence along a curve to the right having a radius of 267.78 feet with a delta of $35^{\circ}39'58''$ and a chord which bears of South $71^{\circ}57'58''$ East for a chord length of 164.02 feet, an arc distance of 166.69 feet;

thence along a curve to the right having a radius of 1300.00 feet with a delta of $20^{\circ}37'47''$ and a chord which bears of South $43^{\circ}49'05''$ East for a chord length of 465.55 feet, an arc distance of 468.07 feet;

thence South $33^{\circ}30'12''$ East a distance of 530.05 feet;

thence along a curve to the right having a radius of 1050.00 feet with a delta of $13^{\circ}19'42''$ and a chord which bears of South $26^{\circ}50'21''$ East for a chord length of 243.71 feet, an arc distance of 244.26 feet;

thence along a curve to the left having a radius of 1050.00 feet with a delta of $24^{\circ}11'12''$ and a chord which bears South $32^{\circ}16'06''$ West for a chord length of 439.96 feet, an arc distance of 443.24 feet;

thence along a curve to the right having a radius of 314.77 feet with a delta of $60^{\circ}28'38''$ and a chord which bears of South $14^{\circ}07'23''$ East for a chord length of 317.04 feet, an arc distance of 332.25 feet;

thence South $16^{\circ}06'56''$ West a distance of 107.39 feet;

thence along a curve to the left having a radius of 200.00 feet with a delta of $42^{\circ}01'02''$ and a chord which bears of South $04^{\circ}53'35''$ East for a chord length of 143.40 feet, an arc distance of 146.67 feet;

thence along a curve to the left having a radius of 324.71 feet with a delta of $49^{\circ}40'34''$ and a chord which bears of South $50^{\circ}44'23''$ East for a chord length of 272.79 feet, an arc distance of 281.52 feet;

thence South $75^{\circ}34'39''$ East a distance of 20.80 feet, more or less, to a point on the East line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 1, Township 4 North, Range 4 West, W.M., that is South $01^{\circ}11'31''$ East a distance of 1919.48 feet from a 1-inch pipe with bras cap at the Northeast corner of said Section 1 and the TERMINUS of this center line description; *LESS AND EXCEPT from the hereinabove described Property any portion lying within the right of way of the Scappoose-Vernonia Highway.*

EXHIBIT B

ENCUMBRANCES OF TITLE AND RESERVATIONS OF GRANTOR

RESERVATION - MINERAL RESOURCES RESERVATION

To the extent not heretofore excepted, reserved or conveyed, Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oil, gas and other liquid or gaseous hydrocarbons including, without limitation, coal seam gas; geothermal resources including, without limitation, geothermal steam and heat; base and precious metals; ores; coal; lignite; peat; clays; and minerals of any and every nature, kind, or description whatsoever now or hereafter susceptible of commercial exploitation (collectively "Mineral Resources") in or upon said Property together with the right to enter upon said Property, at any and all times, for the purpose of exploring the same for such Mineral Resources by geological, geophysical, geochemical, or other means, and for drilling, opening, developing, and working mines and wells thereon and taking out, extracting, or removing therefrom by any means whether now in use or hereafter developed, including by surface and sub-surface mining methods, all such Mineral Resources, and to occupy and make use of so much of the surface of said Property as may be reasonably necessary or convenient for said purposes, together with the right to store, save, transport, treat, process, market, or otherwise utilize such Mineral Resources so produced, together with all rights and powers in, to, and over said Property, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the Property and rights hereby reserved; Provided, however, that Grantee and Grantee's successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said Property or to the crops or improvements thereon caused by the exercise of any rights herein reserved; and Provided further, that the exercise of such rights by Grantor and its successors and assigns shall not be postponed or delayed so long as Grantor or its successors or assigns is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

RESERVATION - TIMBER RESERVATION

Grantor reserves to itself all timber now on or hereafter growing within the Property, together with the right to remove said timber. Grantee shall refrain from any damage to trees; *provided*, however, that Grantee shall be allowed to remove trees to maintain or improve trail use. In the event that Grantee desires to remove merchantable timber, Grantee shall notify Grantor in writing and cooperate with Grantor to maximize the value of such timber harvest for Grantor. In the event that Grantee damages any merchantable timber, Grantee shall compensate Grantor for such damage at the current market value of said timber.

RESERVATION - EASEMENT

Reserving unto Grantor, its successors and assigns, a perpetual easement over and across all of the hereinabove described Property for the purpose hereinafter set forth upon the following terms and conditions:

- (a) This easement is for the purpose of construction, reconstruction, use, improvement and maintenance of a road upon, over, and across the Property for Timber Harvest Operations pertaining to lands now owned or hereafter acquired by Grantor in Columbia County. In addition, this easement shall provide Grantor with ingress to and egress from Grantor's property for Forest Management

Activities. "Timber Harvest Operations" shall be defined as, but not be limited to, all processes involved in the cutting, yarding, processing, loading, or hauling, but excluding all operations associated with road construction from, or to any timber property, owned by Grantor. "Forest Management Activities" shall mean all other forest management activities other than Timber Harvest Operations, including, but not limited to silvicultural site preparation, forest roads, road construction, restoration projects, aerial and ground application of forest chemicals, and other silvicultural practices.

- (b) Grantor may use the Property for Forest Management Activities at any time during the year; *provided*, however, that from June 1 through the first Monday in September of each year, all Forest Management Activities shall be restricted to weekdays (Monday, 1:00 a.m. Pacific time, through Friday, 6:00 p.m. Pacific time).
- (c) Grantor shall have unrestricted use of the Property in order to access any of its timberlands for the purpose of fire detection or suppression or complying with any applicable law.
- (d) Grantor shall give Grantee twenty-one (21) days notice prior to beginning Timber Harvest Operations using the Property or any portion thereof; *provided*, however, that such Timber Harvest Operations shall not be allowed from June 1 through the first Monday in September of each year (shut-down period). Grantor, however, may use the Property to move equipment and personnel to and from logging sites during the shut down period. Notice shall not be required to move Timber Harvest equipment and personnel to and from a logging site.
- (e) During any Timber Harvest Operations or Forest Management Activities as determined by Grantor to pose a potential hazard to users of the Property, that portion of the Property being used for said purpose will be closed to the public; *provided*, Grantor and Grantee shall work together to ensure Property is closed to the public during these operations.
- (f) Grantee shall be responsible for constructing and maintaining the Property, including, but not limited to, the drainage structures, to allow normal use by Grantee and Grantor vehicles at all times.
 - (i) For the purpose of this easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure, and road facility as nearly as possible in their present condition or as hereafter improved.
 - (ii) Grantor shall repair, or cause to be repaired, at its sole cost and expense, that damage to road, including, but not limited to drainage structures, occasioned by it that is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement and the shares of replacement cost to be borne by each user of said road.
 - (iii) Unless the parties hereto agree in writing to share the cost of improvements in advance of such improvements being made, said improvements shall be solely for the account of the improver.
 - (iv) In the event either party paves the Property, or any portion thereof, the pavement depth of the road surface shall be adequate to support log

hauling and the width of the running surface shall be a minimum of 12 feet.

- (g) Grantor shall have the right to use its existing spur roads to access its timberlands from the Property. Grantee shall be responsible for installing and maintaining gates on the approaches from said existing spur roads to the Property. If Grantor constructs additional spur roads to the Property, Grantor shall be responsible for installing and maintaining gates on the approaches from said additional spur roads.
- (h) The speed limit for all Grantee and Grantor motorized vehicles on the Property shall not exceed 25 miles per hour. There shall be no other motor vehicles on the Property.

SUBJECT TO:

1. All easements and rights of way for public roads and utilities heretofore established and existing on said Property.
2. Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
3. Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
4. All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said Property.
5. May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.
6. All planning, zoning, health and other governmental regulations, if any, affecting subject Property.
7. All matters of public record and/or evident from a visual inspection on the ground.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.
9. All matters, including, without limitation, covenants, terms, conditions, provisions, reservations and restrictions, disclosed by:
 - (a) Document: Special Warranty Deed dated October 2, 2003
Grantor: Forestree Washington Limited Partnership
Grantee: Weyerhaeuser Company
Recorded: October 8, 2003 under Instrument No. 03-15827
 - (b) Document: Gas Pipeline Easement dated October 28, 1992
Grantor: Hanson Natural Resources Company

- Grantee: Northwest Natural Gas Company
Recorded: November 3, 1992 under Instrument No. 92-7895
- (c) Document: Easement dated May 23, 1958
Grantor: Weyerhaeuser Company
Grantee: John Hancock Life Insurance Company
Recorded: March 4, 2005 under Instrument No. 2005-003009
- (d) Document: Easement dated May 22, 1958
Grantor: Crown Zellerbach Corporation
Grantee: George A. Nelson
Recorded: June 13, 1958 in Book 136 at page 542
- (e) Document: Deed dated February 27, 1931
Grantor: The Clark and Wilson Lumber Company of Delaware
Grantee: Columbia County Land Company
Recorded: February 28, 1931 in Book 52 at page 364
- (f) Document: Right of Way dated March 28, 1935
Grantor: The Clark and Wilson Lumber Company of Delaware
Grantee: Oregon State Board of Forestry
Recorded: February 10, 1936 in Book 58 at page 531
- (g) Document: Bargain and Sale Deed dated November 19, 1987
Grantor: Cavenham Forest Industries, Inc.
Grantee: Cavenham Energy Resources, Inc.
Recorded: November 30, 1987 in Book 272 at page 402
- (h) Document: Right-of-Way and Road Use Agreement (S-522) dated July 6, 1952
Grantor: Crown Zellerbach Corporation
Grantee: United States of America, Bureau of Land Management
Recorded: July 20, 1962 in Book 149 at page 467
- (i) Document: Right of Way Easement dated June 28, 1946
Grantor: Crown Zellerbach Corporation
Grantee: West Oregon Electric Cooperative, Inc.

[End of EXHIBIT B]

EXHIBIT C

