

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR COLUMBIA COUNTY, OREGON

In the Matter of Designating the Crown-Zellerbach )  
Logging Road and the Area Known as Chapman )  
Landing as a County Recreational Facility and ) ORDER NO. 41 – 2013  
Naming it the Crown-Zellerbach Trail )  
\_\_\_\_\_ )

WHEREAS, pursuant to ORS 275.320, the Board of County Commissioners may, by order, designate any real property acquired by the County as a County forest, public park or recreational area; and

WHEREAS, the Columbia County Forest, Parks and Recreation Ordinance (Ordinance No. 94-9) provides for the designation of County forests, forest-parks, parks, beaches, boat dock facilities and recreational facilities; and

WHEREAS, the Columbia County Transportation System Plan (Ordinance No. 98-03, adopted June 24, 1998) is incorporated into the Columbia County Comprehensive Plan (Ordinance No. 84-4, as amended) and identifies the road paralleling the Scappoose-Vernonia Highway, *i.e.*, the Crown-Zellerbach Logging Road, as a potential bicycle route to complete the link between Highway 30 and the Banks-Vernonia Linear Park; and

WHEREAS, the Crown-Zellerbach Trail Development Concept Plan, approved by the County on April 25, 2007, further describes a vision for the Crown-Zellerbach Logging Road as a multipurpose recreational trail; and

WHEREAS, the County has acquired the following properties commonly known as the Crown-Zellerbach Logging Road and Chapman Landing for the purposes of developing a multipurpose recreational trail:

John Hancock Life Insurance Company, Grantor:

- Special Warranty Deed and Temporary Easement Reservations, recorded in the County Deed Records on December 15, 2004, as Instrument No. 2004-15483
- Easement Agreement (with County as Grantor), recorded in the County Deed Records on December 15, 2004, as Instrument No. 2004-015484
- Special Warranty Deed, recorded in the County Deed Records on April 9, 2008, as Instrument No. 2008-3487

- Special Warranty Deed, recorded in the County Deed Records on May 27, 2009, as Instrument No. 2009-5160

Forestree 96 Limited Partnership, Grantor:

- Special Warranty Deed and Permanent Easement Reservations, recorded in the County Deed Records on December 15, 2004, as Instrument No. 2004-15482
- Special Warranty Deed, recorded in the County Deed Records on April 9, 2008, as Instrument No. 2008-3488

Port of St. Helens, Grantor:

- Statutory Bargain and Sale Deed, recorded in the County Deed Records on April 25, 2006, as Instrument No. 2006-5424

Weyerhaeuser Company, Grantor:

- Special Warranty Deed, including a Permanent Easement Reservation, recorded in the County Deed Records on October 4, 2011, as Instrument No. 2011-7306

The above instruments are attached hereto as Exhibits A-1 through A-8 and incorporated herein by this reference; and

WHEREAS, John Hancock Life Insurance Company, Forestree 96 Limited Partnership and Weyerhaeuser Company each retain easements over portions of the Crown-Zellerbach Logging Road for ingress and egress for certain timber management operations, as described in the instruments referenced above; and

WHEREAS, maps of the Crown-Zellerbach Logging Road and Chapman Landing are attached hereto as Exhibits B-1 and B-2, respectively, and incorporated herein by this reference; and

WHEREAS, designating the Crown-Zellerbach Logging Road and Chapman Landing as a Recreational Facility best serves the public by setting apart such lands for recreational use; and

WHEREAS, such designation is consistent with Memorandum of Understanding between the Port of St. Helens, the City of Scappoose, and the County, dated December 18, 1996, and recorded on January 22, 1997; and

WHEREAS, such designation is also consistent with the Statutory Bargain and Sale Deed from the Port of St. Helens, referenced above, which contains a condition that the property be used for public parks or public recreational purposes; and

WHEREAS, such designation for that portion of the Crown-Zellerbach Logging Road lying within the city limits of Scappoose, Oregon, is consistent with the recently adopted Urban Growth Boundary expansion for Scappoose; and

WHEREAS, as required by ORS 275.320, the City of Scappoose has consented to the designation of that portion of the Crown-Zellerbach Logging Road owned by the County but within city boundaries as a County Recreational Facility; and

WHEREAS, a copy of the City of Scappoose's Resolution No. 13-10 consenting to the designation is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1) The properties described on the attached Exhibits A-1 through A-8, and as shown on Exhibits B-1 and B-2, shall henceforth be known as the "Crown-Zellerbach Trail."
- 2) The Crown-Zellerbach Trail is hereby designated and declared to be a Recreational Facility of Columbia County, Oregon, subject to the "Columbia County Forest, Parks and Recreation Ordinance."
- 3) The Crown-Zellerbach Trail shall remain a transportation facility consistent with the Columbia County Transportation System Plan, as amended, and the attached easement agreements with John Hancock Life Insurance Company, Forestree 96 Limited Partnership and Weyerhaeuser Company.
- 4) A certified copy of this Order shall be recorded in the Columbia County Deed Records without cost.

DATED this 28<sup>th</sup> day of August, 2013.

Approved as to form:

By: 

Office of County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: 

Henry Heimuller, Commissioner

By: 

Anthony Hyde, Commissioner

By: 

Earl Fisher, Commissioner

COLUMBIA COUNTY TITLE 2004C183

EXHIBIT A - 1

AFTER RECORDING RETURN TO:

Columbia County  
Attn: Janet Wright  
230 Strand Street  
St. Helens, OR 97051

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

Columbia County  
230 Strand Street  
St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2004-015483  
DEED-D  
Cnt=1 Stn=8 HUSERB 12/15/2004 12:31:39 PM  
\$45.00 \$11.00 \$10.00 Total:\$66.00



00013479200400154830090097

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

**SPECIAL WARRANTY DEED  
with  
TEMPORARY EASEMENT RESERVATIONS**

JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts corporation,  
formerly known as John Hancock Mutual Life Insurance Company ("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 for a period of two (2) years from the date this Deed is recorded, a 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.

JOHN HANCOCK LIFE INSURANCE COMPANY

By: Hancock Natural Resource Group, Inc., its investment manager

By: Michael J. Morgan

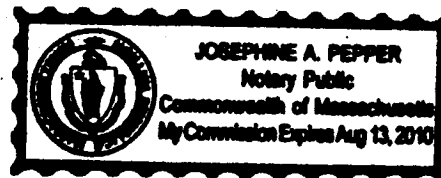
Michael J. Morgan

Its: Senior Vice President & CFO

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

On this 3rd day of December, 2004, before me Josephine A. Pepper, a Notary Public of said State, personally appeared Michael J. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Senior Vice President & CFO of Hancock Natural Resource Group, Inc., the investment manager of John Hancock Life Insurance Company, a Massachusetts corporation, and that for and on behalf of the said Hancock Natural Resource Group, Inc., in its capacity as such investment manager, as and for the act and deed of said John Hancock Life Insurance Company, s/he signed, sealed and delivered the above and foregoing Special Warranty Deed.

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



DATED this 3rd day of December, 2004.  
Accepted and Approved by:

Buyer(s):

JOHN HANCOCK LIFE INSURANCE COMPANY

Columbia County, a political

Subdivision of the State  
of Oregon

By: Hancock Natural Resource Group, Inc., its investment  
manager

By: Rita M. Bernhard  
Rita Bernhard, Chair

By: Michael J. Morgan

Michael J. Morgan

Dated: December 13, 2004

Its: Senior Vice President & CFO

COMMONWEALTH OF MASSACHUSETTS )

) ss.

COUNTY OF SUFFOLK )

On this 3rd day of December, 2004, before me Josephine A. Pepper, a Notary Public of said State, personally appeared Michael J. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Senior Vice President & CFO of Hancock Natural Resource Group, Inc., the investment manager of John Hancock Life Insurance Company, a Massachusetts corporation, and that for and on behalf of the said Hancock Natural Resource Group, Inc., in its capacity as such investment manager, as and for the act and deed of said John Hancock Life Insurance Company, s/he signed, sealed and delivered the above and foregoing Special Warranty Deed.

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

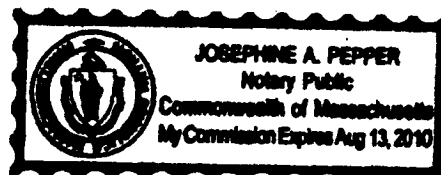


Exhibit "A"

TRACT A:  
OLD CZ LOGGING ROAD:

PARCEL 1: TAX PARCEL NO. 3200-000-00101

THOSE PORTIONS OF SECTIONS 1, 2, AND 12, TOWNSHIP 3 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS PARCELS 10, 11, 12, 22, 24, 41, 42 AND 44 IN DEED FROM PORTLAND AND SOUTHWESTERN RAILROAD COMPANY TO CROWN ZELLERBACH CORPORATION, DATED DECEMBER 30, 1947 AND RECORDED IN COLUMBIA COUNTY DEED BOOK 97 AT PAGE 473;

EXCEPTING THAT PORTION OF SAID PREMISES LYING EAST OF HIGHWAY 30;

EXCEPTING FROM SAID PARCEL 22 THOSE TRACTS DESCRIBED IN DEEDS RECORDED IN DEED BOOK 20 AT PAGE 164, AND IN DEED BOOK 29 AT PAGE 167; AND FROM SAID PARCEL 24 THOSE TRACTS DESCRIBED IN DEED RECORDED IN DEED BOOK 13 AT PAGE 130.

PARCEL 2: TAX PARCEL NO. 4200-000-00100

THOSE PORTIONS OF SECTIONS 16, 17, 18, 21, 27, 28, 34 AND 35, TOWNSHIP 4 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, AS DESCRIBED IN PARCELS 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 46, 47, 48 AND 49 IN DEED FROM PORTLAND AND SOUTHWESTERN RAILROAD COMPANY TO CROWN ZELLERBACH CORPORATION, DATED DECEMBER 30, 1947 AND RECORDED IN COLUMBIA COUNTY DEED BOOK 97 AT PAGE 473; EXCEPTING THEREFROM THOSE PORTIONS OF SECTION 18 AS DESCRIBED IN INSTRUMENTS DATED APRIL 18, 1963 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO THERON C. GAHR AND LOUISE E. GAHR OCTOBER 23, 1963 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO COLUMBIA COUNTY, JULY 28, 1969; AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO RALPH L. KROUS AND ANNA W. KROUS; AND MAY 7, 1951 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO WEST OREGON ELECTRIC COOPERATIVE, INC.



## **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. For a period of two (2) years from the date of this Deed is recorded, Grantor hereby reserves a non-exclusive easement not more than sixty (60) feet in width on the terms and conditions and for the purposes described herein over, across and through a portion of the Property located in Section 28, Township 4 North, Range 2 West, Willamette Meridian, Columbia County, Oregon, as specifically set forth in Exhibit C-1 attached hereto (the "Easement Area").

2. The Easement Area shall be used for ingress and egress to and from the Singleton rock pit described in Exhibit C-1 attached hereto and the Walker County Road.

3. Grantee shall maintain the roads within the Easement Area so used by Grantor in such a state of repair as to allow normal use by trucks and passenger cars at all times. All maintenance, repairs and improvements to the Easement Areas shall be done at Grantor's sole cost and expense and shall be to haul road standards; provided, Grantee shall reimburse Grantor for any such maintenance, repairs or improvements made to the Easement Area by Grantor.

4. 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.

5. 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.

6. 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.

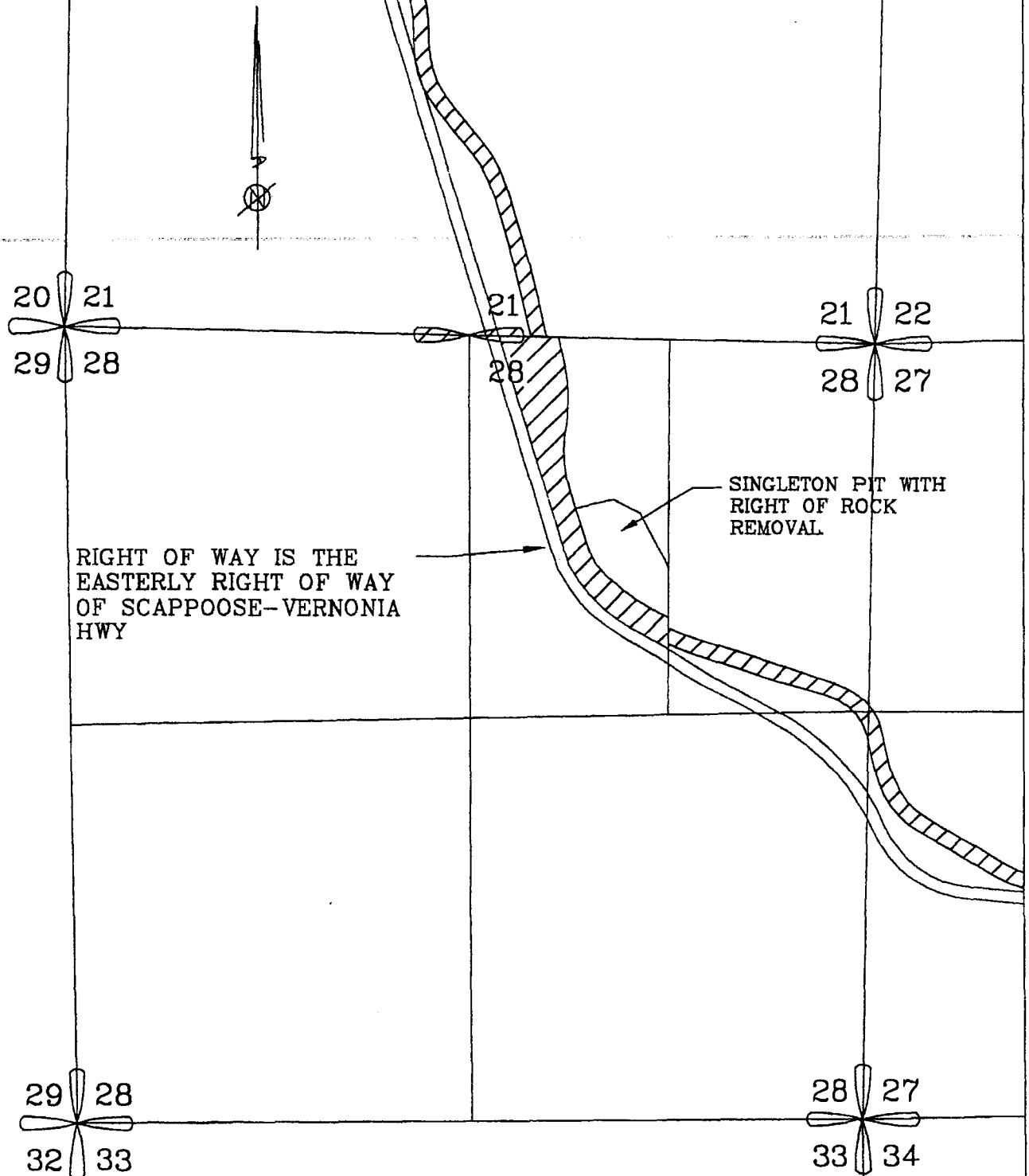
7. Grantor and Grantee hereby agree that the rights, covenants, and obligations hereunder shall be appurtenant to and burden the Property and shall be appurtenant to and benefit Grantor's Property and shall run with the land as to all property burdened and benefited hereby, including any division or 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).

8. 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.

9. 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, R2W, W.M.  
COLUMBIA COUNTY, OREGON  
SCALE 1" = 1000'



## EXHIBIT A-2

COLUMBIA COUNTY, OREGON 2004-015484  
DEED-EAS 12/15/2004 12:33:39 PM  
Cnt=1 Stn=8 HUSERB  
\$110.00 \$11.00 \$10.00 Total:\$131.00



00013480200400154840220228  
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

### After Recording Return To:

Mark A. Stayer  
Schwabe, Williamson & Wyatt, P.C.  
1600-1900 Pacwest Center  
1211 S.W. Fifth Avenue  
Portland, OR 97204

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between COLUMBIA COUNTY, a political subdivision of the State of Oregon (herein "Grantor"), and JOHN HANCOCK LIFE INSURANCE COMPANY, formerly known as John Hancock Mutual Life Insurance Company, a Massachusetts corporation (herein "Hancock").

### RECITALS

A. Grantor is the owner of certain real property described in Exhibit A attached hereto (herein "Grantor's Property").

B. Hancock is the owner of certain real property described in Exhibit B attached hereto (herein "Hancock's Property").

C. Grantor is willing to grant to Hancock a perpetual nonexclusive appurtenant easement across Grantor's Property as depicted in Exhibits C-1 and C-2 attached hereto and pursuant to the terms and conditions hereof.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant and convey unto Hancock for the benefit of the Hancock's Property a perpetual, non-exclusive easement on the terms and conditions and for the purposes described herein over, across and through the existing roadway and permanent access spurs located on Grantor's Property, as described in Exhibits C-1 and C-2 attached hereto (the "Easement Area").

2. The Easement Area shall be used for ingress and egress to and from Hancock's Property in connection with Hancock'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 Hancock's Property; and the term "Forest Management Activities" means all forest management activities other than Timber Harvest Operations, as defined.

COLUMBIA COUNTY TITLE 2004-015484

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

4. During Timber Harvest Operations, the portions of the Easement Area that are being used by Hancock 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. Hancock may not use the Easement Area in connection with Timber Harvest Operations that are conducted from June 1 through September 30.

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

7. Hancock may use the Easement Area throughout the entire calendar year in connection with any and all Forest Management Activities conducted on any of Hancock'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 Hancock is using the Easement Area in connection with Timber Harvest Operations, members of the public shall have the right of way.

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

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

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

12. Hancock 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.

13. This easement reservation shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Hancock and Grantor. Any and all successors-in-interest to Hancock'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 Grantor, its officers, agents and employees; and shall provide Grantor 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 Grantor 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 Grantor immediately upon notification to Hancock that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

14. 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 Hancock and Grantor or their respective successors and assigns, if any.

15. Hancock and Grantor hereby agree that the rights, covenants, and obligations hereunder shall be appurtenant to and burden the Property and shall be appurtenant to and benefit Hancock'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 Hancock'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).

16. 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.

17. 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.

IN WITNESS WHEREOF, this Easement Agreement has been executed as of the date written below.

Grantor:

COLUMBIA COUNTY

By:

Its:

Date:

Rita M. Bernhard  
RITA M. BERNHARD  
Chair - Board of Commissioners  
12/13/04

Hancock:

John Hancock Life Insurance Company

By: Hancock Natural Resource Group, Inc.,  
its investment manager

By: Michael J. Morgan  
Michael J. Morgan

Its: Senior Vice President & CFO

Date: December 3, 2004

EXHIBITS:

A - Grantor's Property

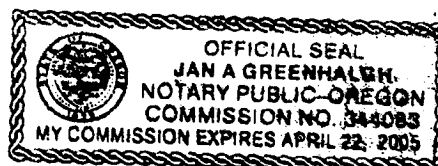
B - Hancock's Property

C - Easement Area

OREGON  
STATE OF ~~WASHINGTON~~ )  
COUNTY OF Columbia ) ss.

On this 13<sup>th</sup> day of December, 2004, before me JAN GREENHALGH, a Notary Public of said State, personally appeared RITA BERNHARD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as COMMISSION CHAIR of Columbia County, as and for the act and deed of said Columbia County, s/he signed, sealed and delivered the above and foregoing Easement Agreement.

JAN A. GREENHALGH  
Notary Public  
Name: JAN A. GREENHALGH  
(Print or Type)  
My Commission Expires: 4-22-2005





IN WITNESS WHEREOF, this Easement Agreement has been executed as of the date written below.

Grantor:

COLUMBIA COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Hancock:

John Hancock Life Insurance Company

By: Hancock Natural Resource Group, Inc.,  
its investment manager

By: Michael J. Morgan

Michael J. Morgan

Its: Senior Vice President & CFO

Date: December 3, 2004

EXHIBITS:

A - Grantor's Property

B - Hancock's Property

C - Easement Area

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me \_\_\_\_\_, a Notary Public of said State, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as \_\_\_\_\_ of Columbia County, as and for the act and deed of said Columbia County, s/he signed, sealed and delivered the above and foregoing Easement Agreement.

\_\_\_\_\_  
Notary Public


Name: \_\_\_\_\_

(Print or Type)

My Commission Expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

On this 3rd day of December, 2004, before me Josephine A. Pepper, a Notary Public of said State, personally appeared Michael J. Morgan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Senior Vice President & CFO of Hancock Natural Resource Group, Inc., the investment manager of John Hancock Life Insurance Company, a Massachusetts corporation, and that for and on behalf of the said Hancock Natural Resource Group, Inc., in its capacity as such investment manager, as and for the act and deed of said John Hancock Life Insurance Company, s/he signed, sealed and delivered the above and foregoing Easement Agreement.

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



**Exhibit "A"**

**TRACT A:  
OLD CZ LOGGING ROAD:**

**PARCEL 1: TAX PARCEL NO. 3200-000-00101**

**THOSE PORTIONS OF SECTIONS 1, 2, AND 12, TOWNSHIP 3 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, DESCRIBED AS PARCELS 10, 11, 12, 22, 24, 41, 42 AND 44 IN DEED FROM PORTLAND AND SOUTHWESTERN RAILROAD COMPANY TO CROWN ZELLERBACH CORPORATION, DATED DECEMBER 30, 1947 AND RECORDED IN COLUMBIA COUNTY DEED BOOK 97 AT PAGE 473;  
EXCEPTING THAT PORTION OF SAID PREMISES LYING EAST OF HIGHWAY 30;  
EXCEPTING FROM SAID PARCEL 22 THOSE TRACTS DESCRIBED IN DEEDS RECORDED IN DEED BOOK 20 AT PAGE 164, AND IN DEED BOOK 29 AT PAGE 167; AND FROM SAID PARCEL 24 THOSE TRACTS DESCRIBED IN DEED RECORDED IN DEED BOOK 13 AT PAGE 130.**

**PARCEL 2: TAX PARCEL NO. 4200-000-00100**

**THOSE PORTIONS OF SECTIONS 16, 17, 18, 21, 27, 28, 34 AND 35, TOWNSHIP 4 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, COLUMBIA COUNTY, OREGON, AS DESCRIBED IN PARCELS 13, 14, 15, 16, 17, 18, 19, 20, 25, 26, 46, 47, 48 AND 49 IN DEED FROM PORTLAND AND SOUTHWESTERN RAILROAD COMPANY TO CROWN ZELLERBACH CORPORATION, DATED DECEMBER 30, 1947 AND RECORDED IN COLUMBIA COUNTY DEED BOOK 97 AT PAGE 473;  
EXCEPTING THEREFROM THOSE PORTIONS OF SECTION 18 AS DESCRIBED IN INSTRUMENTS DATED APRIL 18, 1963 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO THERON C. GAHR AND LOUISE E. GAHR OCTOBER 23, 1963 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO COLUMBIA COUNTY, JULY 28, 1969; AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO RALPH L. KROUS AND ANNA W. KROUS; AND MAY 7, 1951 AS CONVEYED BY CROWN ZELLERBACH CORPORATION TO WEST OREGON ELECTRIC COOPERATIVE, INC.**

**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:  
SCAPPOSE 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**

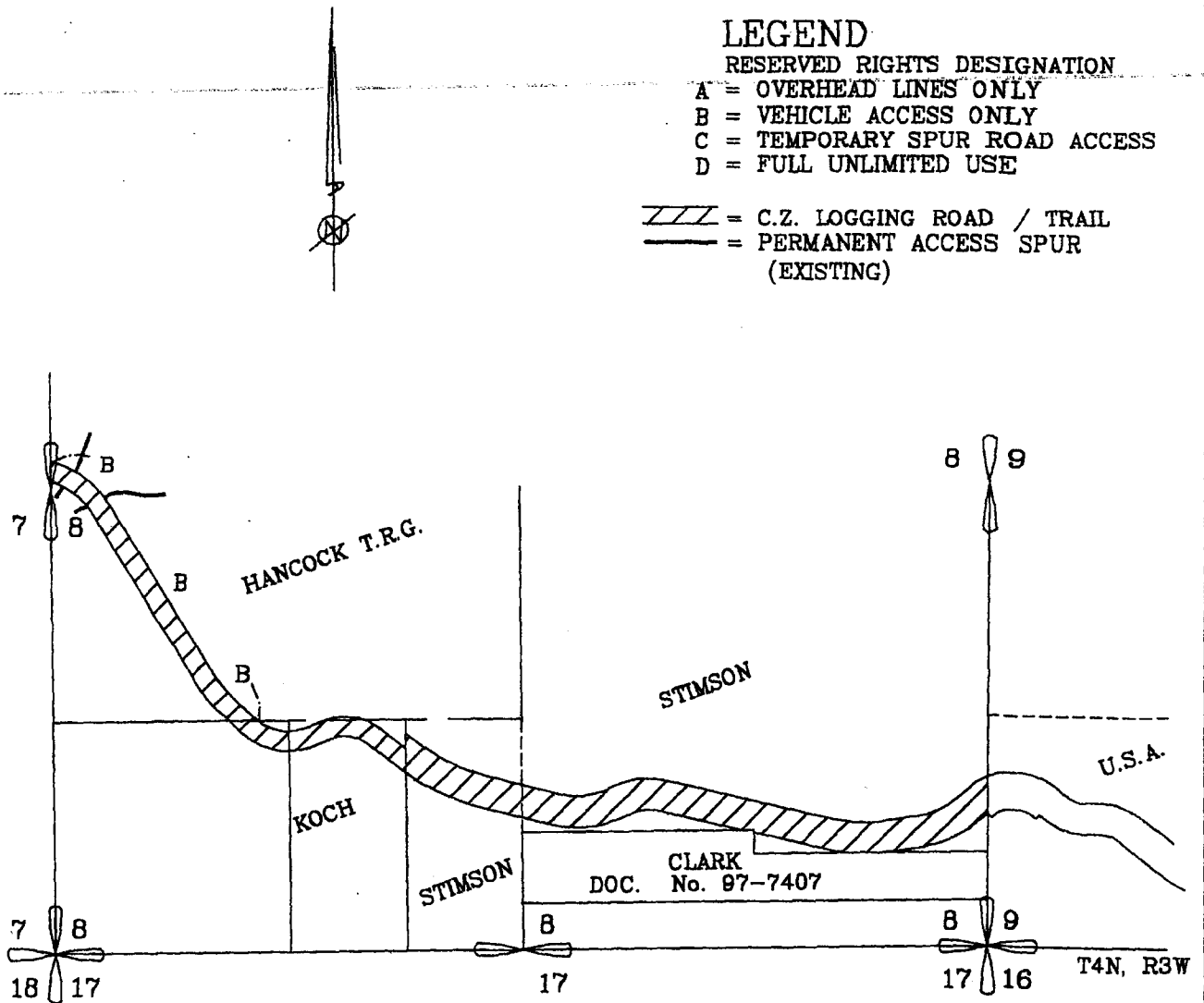
### **Hancock's Property (Wilark Tree Farm)**

1. All of that property owned by Hancock, and/or Hancock's successors and assigns, and located in Sections 8, 9, 16, 17, and 20, Township 4 North, Range 4 West, Willamette Meridian, Columbia County, Oregon
2. All of that property owned by Hancock, and/or Hancock's successors and assigns, and located in Sections 21, 22, 23, 24, 25, 26, 27, 28, 29, 34, and 36, Township 5 North, Range 3 West, Willamette Meridian, Columbia County, Oregon.

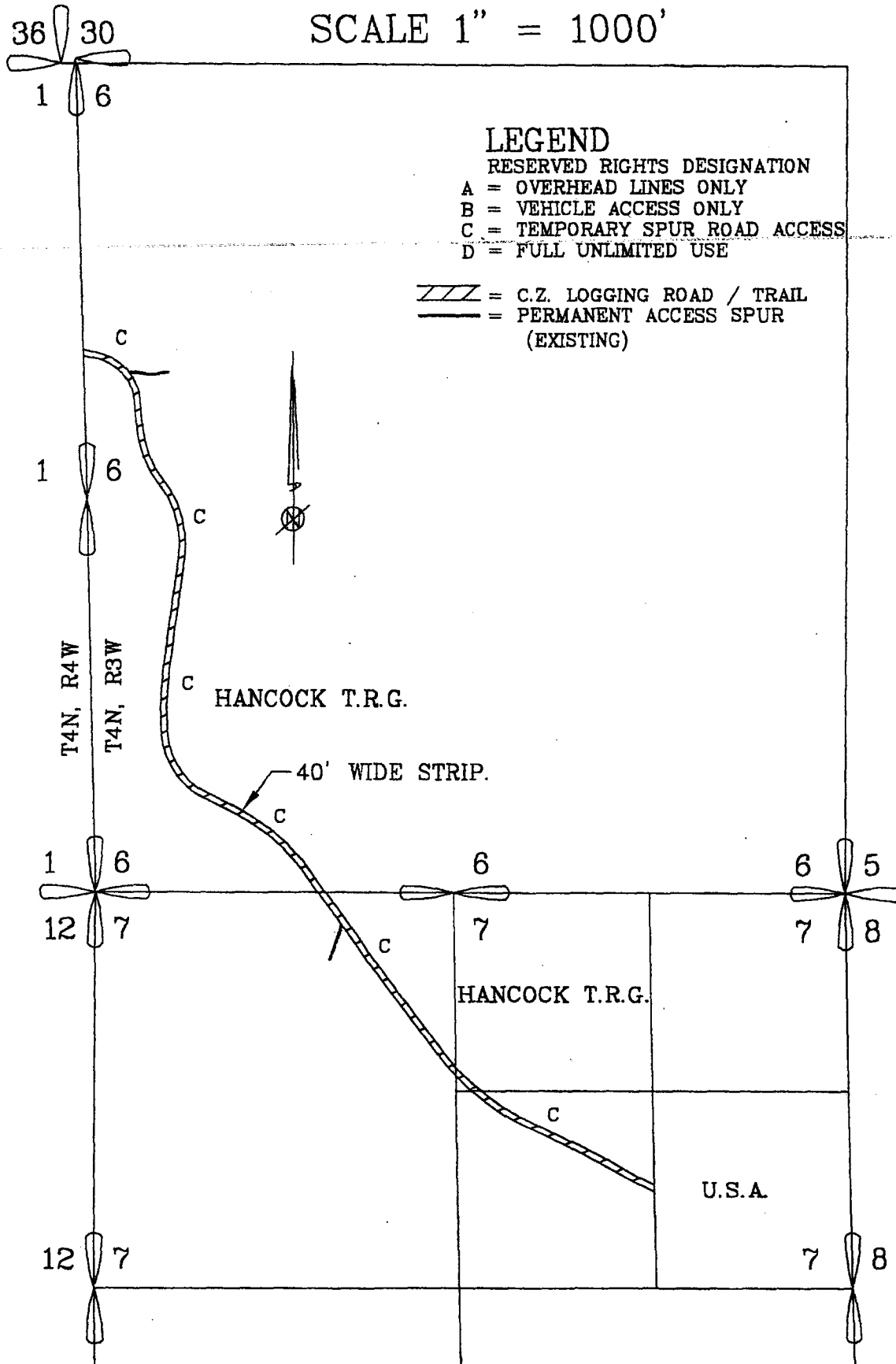


Exhibit C-1

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



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



## EXHIBIT A-3

AFTER RECORDING RETURN TO:

Columbia County  
Attention: Janet Wright  
230 Strand Street  
St. Helens, OR 97051

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

Columbia County  
230 Strand Street  
St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2008-003487

DEED-D

Cnt=1 Pgs=5 HUSERB

04/09/2008 09:00:30 AM

This is a no fee document

NO FEE



00083937200800034870050059

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

### SPECIAL WARRANTY DEED

JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts corporation, formerly known as John Hancock Mutual Life Insurance Company ("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 Property conveyed hereunder was inadvertently omitted from that certain Special Warranty Deed with Temporary Easement Reservations by and between Grantor and Grantee dated December 3, 2004, and recorded in the Columbia County official records on December 15, 2004, as instrument no. 2004-015483.**

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.

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.

**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. 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.**

DATED EFFECTIVE as of December 15, 2004.

JOHN HANCOCK LIFE INSURANCE COMPANY

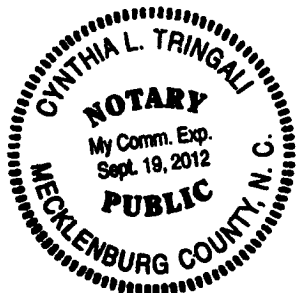
By: Hancock Natural Resource Group, Inc., its investment  
manager

By:   
Its: VICE PRESIDENT

STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

On this 5th day of February, 2008, before me, the undersigned, a Notary Public in and for said state residing therein, duly commissioned and sworn, personally appeared David Kimbrough, to me personally known, who by me duly sworn, did say that he is the Vice President of Hancock Natural Resource Group, Inc., the duly authorized investment manager of JOHN HANCOCK LIFE INSURANCE COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said JOHN HANCOCK LIFE INSURANCE COMPANY; and that said instrument was signed and sealed on behalf of said JOHN HANCOCK LIFE INSURANCE COMPANY by said Hancock Natural Resource Group, Inc., by authority of the Board of Directors of and as the free act and deed of said JOHN HANCOCK LIFE INSURANCE COMPANY.

Cynthia L. Tringali  
Cynthia L. Tringali, Notary Public  
My Commission expires: 9-19-2012



#### APPROVAL

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby approves the above conveyance in fee of real property from John Hancock Life Insurance Company.

Dated this 24th day of February, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Anthony Hyde, Chair

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

That tract of land as deeded and described per Document # 1996-13228 and recorded on December 19, 1996, in the Columbia County Clerks Deed Records. Said tract being more particularly described on page 7, Section 28, of Document # 1996-13228 as:

That portion of the W  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 28, Township 4 N, Range 2 W, W.M., lying East of the Scappoose-Vernonia Road, and Southeasterly of the Rudloff County Road, and West of a line which is 120 feet Easterly from and parallel to the centerline of the abandoned railroad grade, known as the Portland and Southwestern Railway, all being located in Columbia County, Oregon.

## **EXHIBIT B**

### **TITLE EXCEPTIONS**

1. All matters of record affecting title to the Property or 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 A - 4

COLUMBIA COUNTY, OREGON 2009-005160

DEED-D

Cnt=1 Pgs=5 HUSERB

05/27/2009 10:55:40 AM

This is a no fee document

NO FEE



00105637200900061600050053

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

AFTER RECORDING RETURN TO:

Columbia County  
Attention: Janet Wright  
230 Strand Street  
St. Helens, OR 97051

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

Columbia County  
230 Strand Street  
St. Helens, OR 97051

**SPECIAL WARRANTY DEED**

JOHN HANCOCK LIFE INSURANCE COMPANY, a Massachusetts life insurance company, formerly known as John Hancock Mutual Life Insurance Company ("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 Property conveyed hereunder was inadvertently omitted from that certain Special Warranty Deed with Temporary Easement Reservations by and between Grantor and Grantee dated December 3, 2004, and recorded in the Columbia County official records on December 15, 2004, as instrument no. 2004-015483.**

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.

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.

**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. 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.**

DATED EFFECTIVE as of April 23, 2009

[signature and notary acknowledgment appear on the following page]



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Real property in the County of Columbia, State of Oregon, described as follows:

PARCEL 1 (4N3W13-C0-00100):

That portion of Tract 89 of Scappoose Acre Tracts in Section 13, Township 4 North, Range 3 West of the Willamette Meridian, Columbia County, Oregon, as described in Quitclaim Deed recorded February 23, 1973 in Book 190, Page 167, described as follows:

A center line beginning at a point on the southerly right of way of the Columbia Mainline Forest Road, said point being 571.8 feet more or less East and 150.8 feet more or less South of the west quarter corner common to Sections 13 and 14, Township 4 North, Range 3 West, Willamette Meridian; thence from said POINT OF BEGINNING South 45°59'05" West, 53.0 feet more or less to point "A", thence South 46°48'35" West, 108.98 feet more or less to point "B", thence South 61°36'05" West, 191.34 feet more or less to point "C" in the northerly half of Kingsley Road right of way; said Gunners Lake Mainline Forest Road right of way being 70 feet in width, 35 feet each side of described center line from POINT OF BEGINNING to point "B", and 40 feet in width, 20 feet each side of described center line from point "B" to point "C".

## **EXHIBIT B**

### **TITLE EXCEPTIONS**

1. All matters of record affecting title to the Property or 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.
6. Mineral reservations in Patents to the United States of America: Book and Page Q-301.
7. Mineral reservation as contained in Deed recorded December 26, 1905 in Book 6, Page 282 from John H. Smith, *et al* to Lewis Montgomery.
8. Minerals and mineral rights conveyed in the document entitled "Bargain and Sale Deed" recorded November 30, 1987 as Instrument No. 87-6420 in Book 272, Page 402 of Official Records of Columbia County by and between Cavenham Forest Industries Inc. and Cavenham Energy Resources Inc.

EXHIBIT A - 5

AFTER RECORDING RETURN TO:

Columbia County

Attn: Janet Wright

230 Strand Street

St. Helens, OR 97051

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

Columbia County

230 Strand Street

St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2004-015482

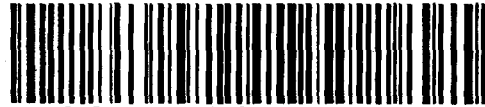
DEED-D

Cnt=1 Stn=8 HUSERB

12/15/2004 12:30:39 PM

\$130.00 \$11.00 \$10.00

Total:\$151.00



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

**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

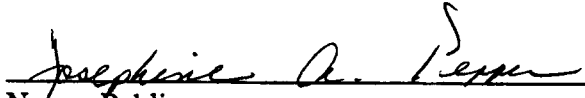
Its: Vice President

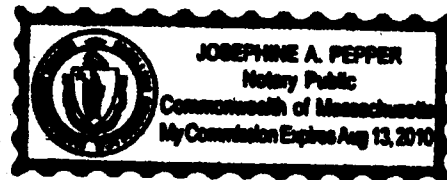
COMMONWEALTH OF MASSACHUSETTS)

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.

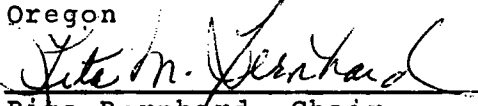
Accepted and Approved by:

Buyer(s):

FORESTREE 96 LIMITED PARTNERSHIP

Columbia County, a political  
Subdivision of the State  
of Oregon

By:

  
Rita Bernhard, Chair

By:

John Hancock Timber Resource Corporation, its  
general partner

By:

  
Courtland L. Washburn

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 EASEMENT 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 Indemnatee 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

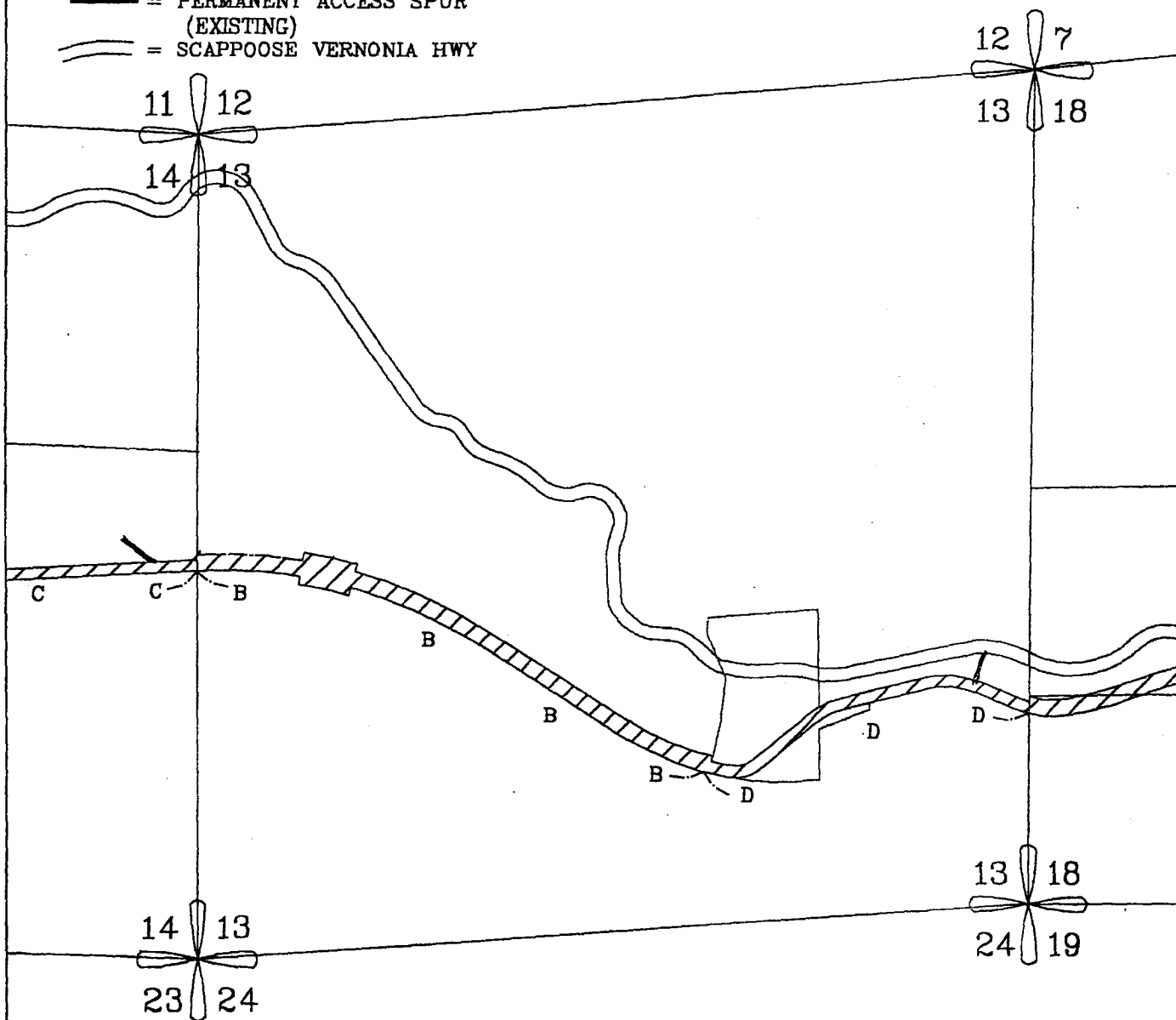





Exhibit C-2

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

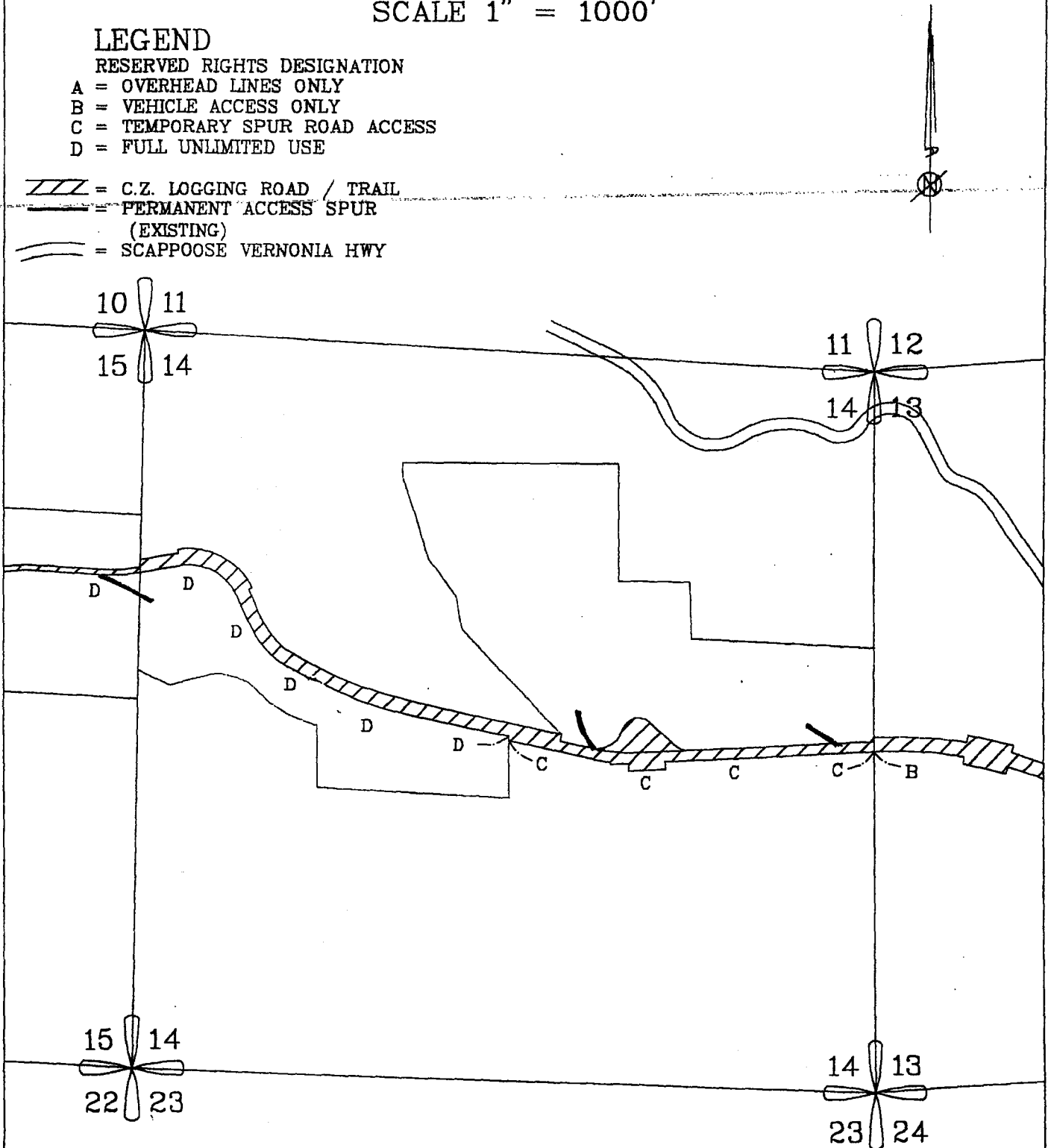


Exhibit C-3

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

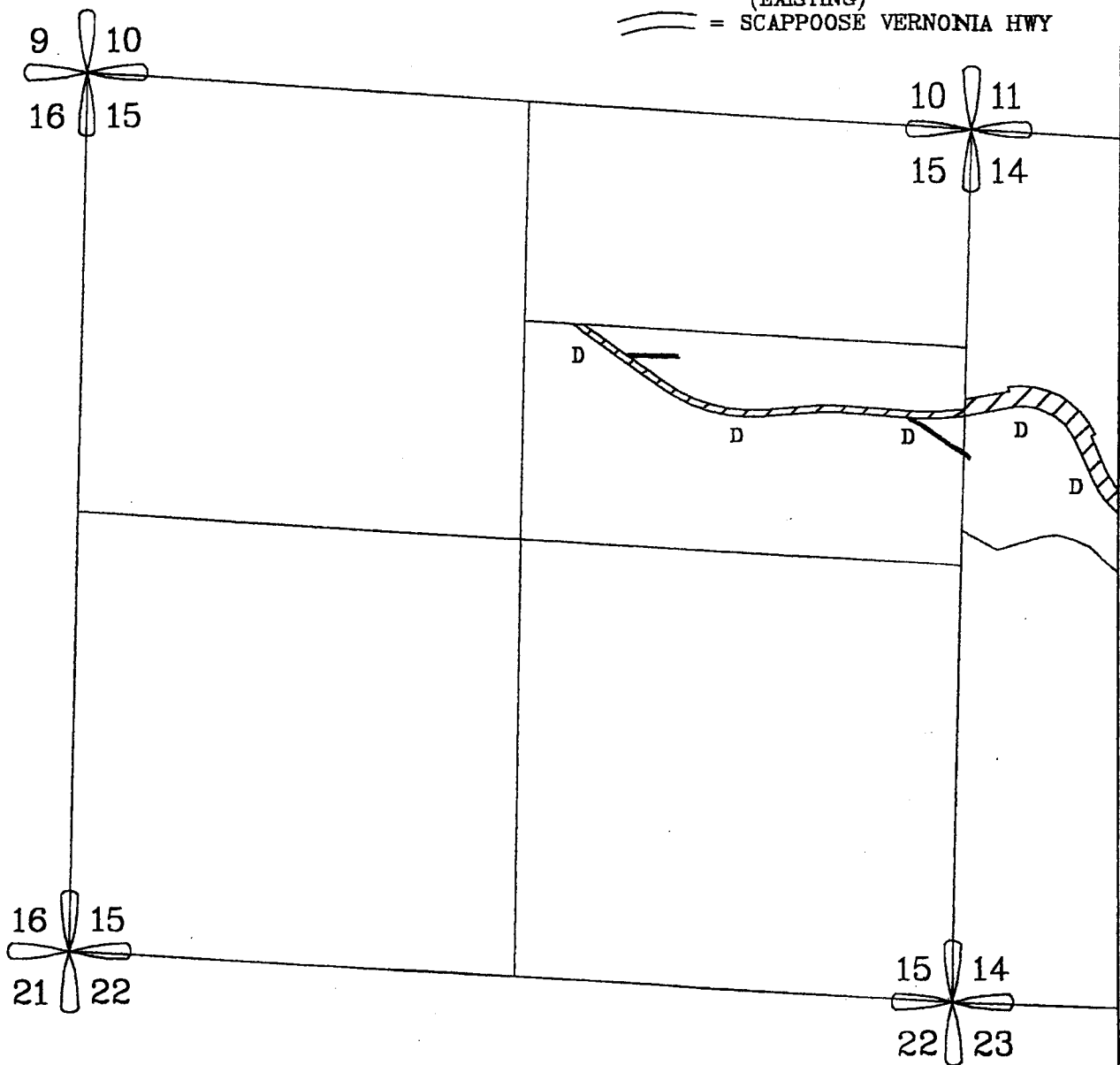


LEGEND

RESERVED RIGHTS DESIGNATION

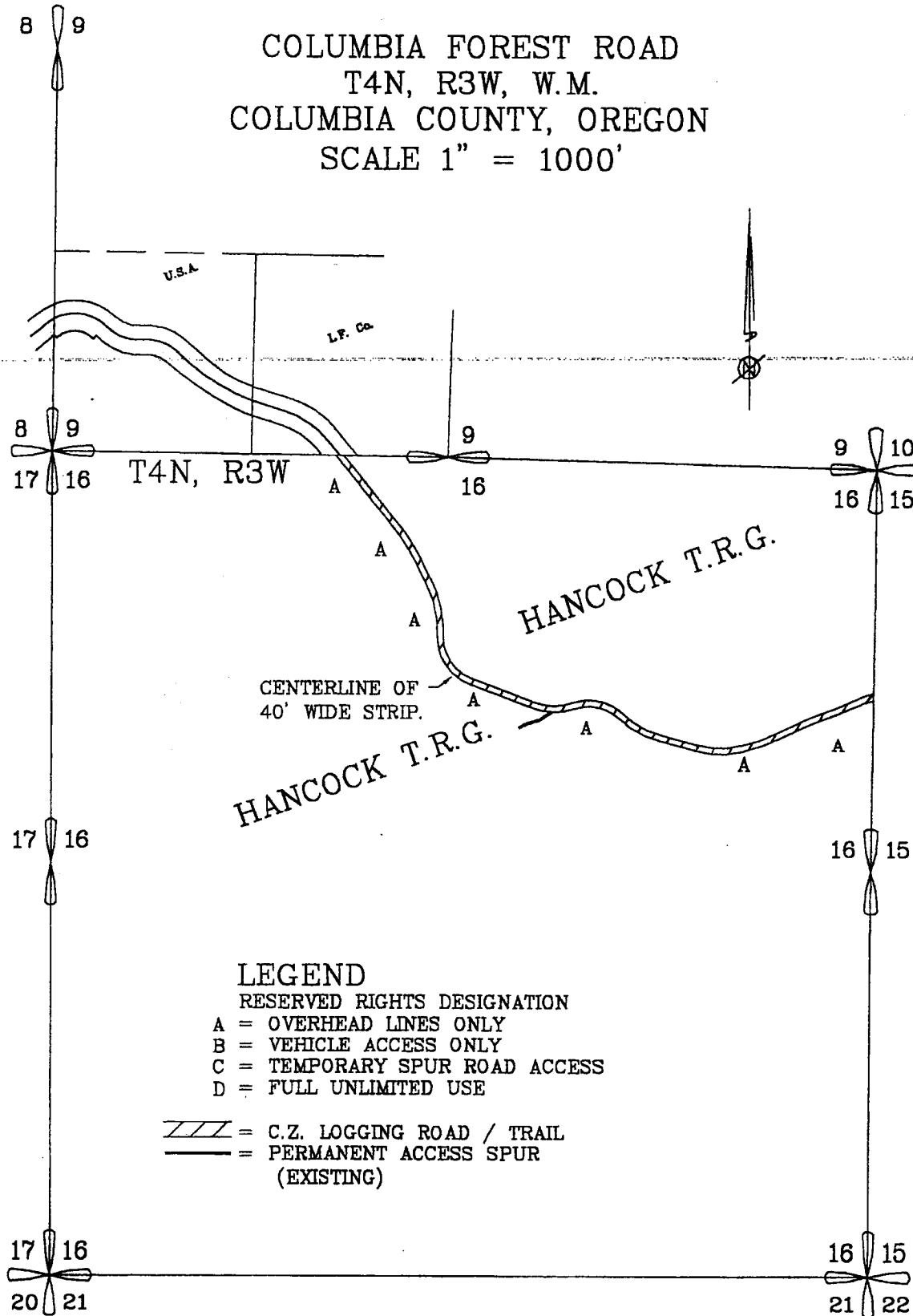
- A = OVERHEAD LINES ONLY
- B = VEHICLE ACCESS ONLY
- C = TEMPORARY SPUR ROAD ACCESS
- D = FULL UNLIMITED USE

- = 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.

EXHIBIT A - 6  
AFTER RECORDING RETURN TO:

Columbia County  
Attention: Janet Wright  
230 Strand Street  
St. Helens, OR 97051

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

Columbia County  
230 Strand Street  
St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2008-003488  
DEED-D

Cnt=1 Pgs=5 HUSERB 04/09/2008 09:01:05 AM

This is a no fee document

NO FEE



00083938200800034880050056

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

### SPECIAL WARRANTY DEED

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 Property conveyed hereunder was inadvertently omitted from that certain Special Warranty Deed with Permanent Easement Reservations by and between Grantor and Grantee dated December 3, 2004, and recorded in the Columbia County official records on December 15, 2004, as instrument 2004-015482.

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.

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 or 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.

**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. 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.**

DATED EFFECTIVE: December 15, 2004.

FORESTREE 96 LIMITED PARTNERSHIP

By: John Hancock Timber Resource Corporation, its  
general partner

By: 

Its: VICE PRESIDENT



STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

On this 5th day of February, 2008, before me Cynthia L. Tringali, a Notary Public of said State, personally appeared David Kimbrough, 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.



Cynthia L. Tringali  
Cynthia L. Tringali, Notary Public  
My Commission expires: 9-19-2012

#### APPROVAL

Columbia County, a political subdivision of the State of Oregon, by and through its Board of County Commissioners, hereby approves the above conveyance in fee of real property from Forestree 96 Limited Partnership.

Dated this 29th day of February, 2008.

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: [Signature]  
Anthony Hyde, Chair

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

#### **PARCEL 1:**

The tracts of land as deeded and described per Deed Book 153, page 568 of Columbia County Clerk's Deed Records, dated October 30, 1963. Said tracts being more particularly described as:

All of those tracts of land in the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 18, Township 4 N, Range 2W, W.M., lying Southerly of the South Right of Way of the Scappoose-Vernonia Road, and Northerly of the Portland & Southwest Railroad as constructed. All located in Columbia County, Oregon.

#### **PARCEL 2:**

The tract of land as deeded and described per Deed Book 97, page 479 of Columbia County Clerk's Deed Records, dated December 31, 1947. Said tract being more particularly described in Parcel 20, on deed page 7 as:

A tract of land being 60 feet in width, 30 feet on each side of the centerline of the right of way of the Portland and Southwest Railroad Company over and across the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , and the S  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 18, Township 4N, Range 2W, W.M., Columbia County, Oregon.

#### **PARCEL 3:**

The tract of land as deeded and described per Deed Book 257, page 295 of Columbia County Clerk's Deed Records, dated August 18, 1984. Said tract being more particularly described as:

All that portion of land described in Deed Book 159, page 310 in the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 18, Township 4N, Range 2W, W.M., lying Easterly of a tract of land conveyed to Columbia County in Deed Book 147, page 427, for road purposes. All in Columbia County, Oregon.

## **EXHIBIT B**

### **TITLE EXCEPTIONS**

1. All matters of record affecting title to the Property or 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.

After recording, return to:  
Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

## EXHIBIT A - 6

COLUMBIA COUNTY, OREGON 2006-005424  
DEED-D 04/25/2006 09:51:13 AM  
Cnt=1 Stn=8 HUSERB  
This is a no fee document NO FEE



00040488200600054240040049

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

All tax statements are to be sent to:  
Columbia County  
Columbia County Courthouse  
St. Helens, OR 97051

### STATUTORY BARGAIN AND SALE DEED

**PORT OF ST. HELENS**, a municipal corporation and port district within the State of Oregon, Grantor, conveys to **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, Grantee, in the following described real property:

**PARCEL 1**: Portions of Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon described as:

That portion of Section 17 as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon; **ALSO**, that portion of Section 17 as described by metes and bounds in Parcels A and B of deed dated January 16, 1947 recorded in Book 91, Page 515, Deed Records of Columbia County, Oregon; **ALSO** that portion of Section 17 as described by metes and bounds in deed dated February 6, 1964 recorded in Book 154, Page 251, Deed Records of Columbia County, Oregon.

Excepting therefrom any portion lying below the high water line of the Willamette Slough and Multnomah Channel.

Also excepting a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Port of St. Helens tract as described in Parcel 1, Instrument No. 97-00606, Clerk's Records, Columbia County, Oregon being Northerly, Easterly and Downstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence

North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

Together with a tract of land in Section 17, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon being more particularly described as follows:

All that portion of the Anthony P. Loos, Trustee (or any successor Trustee) of the C. H. Loos Revocable Trust - Credit Shelter By-Pass Fund, under Agreement dated November 7, 1991 tract as described in, Instrument No. 93-11296, Clerk's Records, Columbia County, Oregon lying Southerly, Westerly and Upstream of the following described line: beginning at a 3/8" iron rod as shown on County Survey No. L-317 as per plat on file and of record in the Surveyor's Office, Columbia County, Oregon said iron rod being called South 1721.95 feet and East 1448.92 feet and North 08°48'00" West 97.91 feet from the Northwest corner of said Section 17; thence North 81°12'00" East a distance of 99.78 feet; thence North 08°48'00" West a distance of 147.52 feet to a 5/8" iron rod as shown on said County Survey No. L-317; thence North 81°05'02" East a distance of 60.07 to a 5/8" iron rod as shown on said County Survey No. L-317 at the Southeast corner of the County Road and the true point of beginning of the following described line; thence South 08°57'59" East a distance of 33.05 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 41°14'31" East a distance of 132.09 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence North 52°43'43" East a distance of 223.70 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence South 36°41'34" East a distance of 120.84 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING, INC."; thence continuing South 36°41'34" East to the center of the Willamette Slough/Multnomah Channel and the end of the line described herein.

**PARCEL 2:** Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY

**PARCEL 2:** Those portion of Sections 7 and 8, Township 3 North, Range 1 West, Willamette Meridian, Columbia County, Oregon as described in Parcels 1 through 8 of deed from PORTLAND AND SOUTHWESTERN RAILROAD COMPANY to CROWN ZELLERBACH CORPORATION dated December 30, 1947 recorded in Book 97, Page 473, Deed Records of Columbia County, Oregon.

**EXCEPTING THEREFROM:** That portion of the above described tract which falls within the boundaries of the City of Scappoose tract as described in Parcel 1 of Instrument No. 02-08446, Clerk's Records, Columbia County, Oregon

Tax Account No: 3117-000-00400 and 3100-000-00200.

**PROVIDED THAT** if Grantee shall use the property in a manner that is inconsistent with the eventual use of the property for public parks or public recreational purposes, Grantor or its successors and assigns may re-enter and terminate the estate hereby conveyed, and, on re-entry, all rights of Grantee, or its successors and assigns, shall terminate.

The true and actual consideration for this conveyance is \$-0-.

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS , WHICH THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). 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**

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**APPROVED USES AND ,THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

**DATED** this 22 day of March, 2006.

## PORT OF ST. HELENS

Bv

President

By

**Secretary**

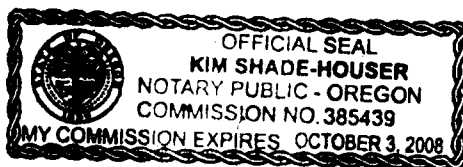
STATE OF OREGON

**SS.**

County of Columbia

On the 22 day of March, 2006, personally appeared the above named Paul Pulliam and Robert Keyser, being the President and Secretary of the Port of St. Helens, and they did say that they signed the foregoing Bargain and Sale Deed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. **BEFORE ME:**

NOTARY PUBLIC for Oregon  
My Commission Expires:



After recording, return to:  
Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

## EXHIBIT A - 7

COLUMBIA COUNTY, OREGON 2006-005424  
DEED-D 04/25/2006 09:51:13 AM  
Cnt=1 Stn=8 HUSERB  
This is a no fee document NO FEE



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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

All tax statements are to be sent to:  
Columbia County  
Columbia County Courthouse  
St. Helens, OR 97051

### STATUTORY BARGAIN AND SALE DEED

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Tax Account No: 3117-000-00400 and 3100-000-00200.

**PROVIDED THAT** if Grantee shall use the property in a manner that is inconsistent with the eventual use of the property for public parks or public recreational purposes, Grantor or its successors and assigns may re-enter and terminate the estate hereby conveyed, and, on re-entry, all rights of Grantee, or its successors and assigns, shall terminate.

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**APPROVED USES AND, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

DATED this 22 day of March, 2006.

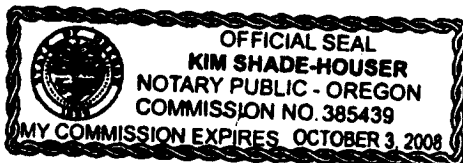
**PORT OF ST. HELENS**

By [Signature]  
President

By [Signature]  
Secretary

STATE OF OREGON                     )  
  )     ss.  
County of Columbia                )

On the 22 day of March, 2006, personally appeared the above named Paul Pulliam and Robert Keyser, being the President and Secretary of the Port of St. Helens, and they did say that they signed the foregoing Bargain and Sale Deed on behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. **BEFORE ME:**



[Signature]  
NOTARY PUBLIC for Oregon  
My Commission Expires:

**GRANTOR'S NAME AND ADDRESS:**

WEYERHAEUSER COMPANY  
Land Title - Ch 1 F23  
Post Office Box 9777  
Federal Way, WA 98063-9777

**EXHIBIT A - 8****AFTER RECORDING, RETURN TO GRANTEE:**

COLUMBIA COUNTY, OREGON  
c/o Office of County Counsel  
Columbia County Courthouse  
230 Strand, Room 318  
St. Helens, OR 97051

COLUMBIA COUNTY, OREGON 2011-007306  
DEED-D

Cnt=1 Pgs=13 HUSERB 10/04/2011 11:57:35 AM  
This is a no fee document **NO FEE**

**00145226201100073060130133**

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

**SPECIAL WARRANTY DEED**

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

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

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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: September 12, 2011.



WEYERHAEUSER COMPANY,  
a Washington Corporation

By: Scott Marshall  
          Scott Marshall  
Title: Vice President

Address:       Post Office Box 9777  
                  Federal Way, WA 98063

Attest: Peggy Hebblethwaite  
          Peggy Hebblethwaite  
Title: Assistant Secretary

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

By: Anthony Hyde  
Its: Commissioner Chair

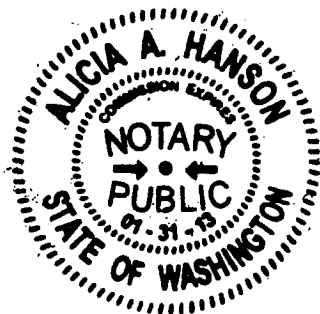
Address:       230 Strand, Room 331  
                  St. Helens, OR 97051

DATED: September 28, 2011

STATE OF WASHINGTON   )  
                                  ) ss:  
COUNTY OF KING        )

Personally appeared before me, the undersigned authority in and for said county and state, on this  
12<sup>th</sup> day September, 2011, within my jurisdiction, the within named Scott Marshall and Peggy  
Hebblethwaite, 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.



Alicia A. Hanson  
Notary Public in and for the State of Washington  
My appointment expires: 1-31-2013

**EXHIBIT A**  
to Special Warranty Deed

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 $\frac{1}{2}$ SE $\frac{1}{2}$  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 253.44 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°05'59" and a chord which bears South 76°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°53'33" and a chord which bears North 89°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°12'20" and a chord which bears South 85°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°20'01" and a chord which bears North 53°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°35'51" and a chord which bears North 12°08'01" West for a chord length of 234.33 feet, an arc distance of 235.99 feet;

thence North 00°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°24'54" and a chord which bears North 41°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°06'39" and a chord which bears North 72°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°41'53" and a chord which bears North 71°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°51'40" and a chord which bears North 53°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°00'30" and a chord which bears North 65°18'36" East for a chord length of 329.00, 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°34'26" and a chord which bears South 86°58'22" East for a chord an 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°45'30" and a chord which bears North 17°51'40" East for a chord length of 137.63 feet, an arc distance of 167.96 feet;

thence North 43°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°56'19" and a chord which bears North 07°57'05" East for a chord length of 145.32 feet, an arc distance of 166.88 feet;

thence North 59°24'14" East for a distance of 164.65 feet;

thence along a curve to the left having a radius of 696.27 feet with a delta of 21°24'02" and a chord which bears North 48°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°01'59" and a chord which bears North 54°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°38'58" and a chord which bears South 77°37'21" East for a chord length of 116.28 feet, an arc distance of 122.68 feet;

thence South 45°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°49'36" and a chord which bears South 58°12'40" East for a chord length of 201.13 feet, an arc distance of 202.84 feet;

thence along a curve to the left having a radius of 184.40 feet with a delta of 32°46'08" and a chord which bears South 87°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°28'06" and a chord which bears South 81°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°55'35" and a chord which bears South 04°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°27'42" and a chord which bears South 34°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°05'24" and a chord which bears South 08°59'41" West for a chord length of 252.93 feet, an arc distance of 253.98 feet;

thence South 00°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°03'47" and a chord which bears South 21°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°59'04" and a chord which bears South 29°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°46'25" and a chord which bears South 53°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°31'45" and a chord which bears South 69°38'18" East for a chord length of 214.99 feet, an arc distance of 220.49 feet;

thence South 47°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°39'43" and a chord which bears South 74°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°27'20" and a chord which bears South 89°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°28'36" and a chord which bears South 81°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°38'11" and a chord which bears South 57°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°14'35" and a chord which bears South 31 °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°34'17" and a chord which bears South 68°56'56" East for a chord length of 428.74 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°55'55" and a chord which bears of South 68°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°29'47" and a chord which bears of South 61°03'03" East for a chord length of 222.97 feet, an arc distance of 232.61 feet;

thence South 89°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°39'58" and a chord which bears of South 71°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°37'47" and a chord which bears of South 43°49'05" East for a chord length of 465.55 feet, an arc distance of 468.07 feet;

thence South 33°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°19'42" and a chord which bears of South 26°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°11'12" and a chord which bears South 32°16'06" East 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°28'38" and a chord which bears of South 14°07'23" East for a chord length of 317.04 feet, an arc distance of 332.25 feet;

thence South 16°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°01'02" and a chord which bears of South 04°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°40'34" and a chord which bears of South 50°44'23" East for a chord length of 272.79 feet, an arc distance of 281.52 feet;

thence South 75°34'39" East a distance of 20.80 feet, more or less, to a point on the East line of the SE¼NE¼ of said Section 1, Township 4 North, Range 4 West, W.M., that is South 01°11'31" East a distance of 1919.48 feet from a 1-inch pipe with brass 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.*

*[End of Exhibit A]*

**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 (5-522) 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

### RESOLUTION NO. 13-10

#### **A RESOLUTION CONSENTING TO THE DESIGNATION OF THE CROWN ZELLERBACH LOGGING ROAD AS A COUNTY RECREATIONAL FACILITY AND RESCINDING RESOLUTION NO. 13-05**

**WHEREAS**, Columbia County, a political subdivision of the state of Oregon (hereinafter "the County") is the owner of portions of property commonly known as the Crown-Zellerbach Logging Road and Chapman Landing; and

**WHEREAS**, the County desires to designate the Crown- Zellerbach Logging Road and Chapman Landing as a County Recreation Facility to be known as the Crown-Zellerbach Trail; and

**WHEREAS**, the Port of St. Helens, Columbia County and the City of Scappoose entered into a Memorandum of Understanding (MOU) in 1996 and each contributed funds to purchase Parcels I, II, III identified in such MOU; and

**WHEREAS**, in consideration for its contribution, the City of Scappoose stated in Section 6 of the MOU that it intended to eventually develop a public road on Parcels II and III identified in the MOU; and

**WHEREAS**, on March 16, the Scappoose City Council adopted the following goals: develop a boat ramp, river walk and other amenities; and

**WHEREAS**, when the public road on the Crown-Zellerbach Logging Road is developed, the City shall cause a separate bicycle path to be constructed and maintained by the City parallel to the city road, as specified in Section 7 of the MOU; and

**WHEREAS**, pursuant to ORS 275.320, the County seeks the City's consent to designate the County's Portion of the Crown-Zellerbach Road within the City limits a part of the County's Recreational Facility; and

**WHEREAS**, the City of Scappoose supports the proposal to designate the Crown Zellerbach Trail as a County Recreational Facility.


**NOW, THEREFORE, BE IT RESOLVED** that the City of Scappoose consents and approves of the designation by the County of those portions of the Crown-Zellerbach Logging Road (owned by the County and within the City limits) as a County Recreational Facility, so long as the City's right to develop a public road on Parcels II and III, as specified in Sections 6 and 7 of the 1996 MOU, is not adversely impacted.

**PASSED AND ADOPTED** by the City Council this 17<sup>th</sup> day of June, 2013, and signed by the Mayor and City Recorder in authentication of its passage.

**CITY OF SCAPPOOSE, OREGON**

  
\_\_\_\_\_  
Scott Burge, Mayor

Attest:

  
\_\_\_\_\_  
Susan M Reeves, MMC  
City Recorder



# EXHIBIT C

