

ASSIGNMENT, ACCEPTANCE AND ASSUMPTION

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Diamond International, Inc., the successor corporation of Brooks-Scanlon, Inc., ("Diamond") hereby assigns to Crown Pacific, Ltd., its successors and assigns, all of Diamond's right, title and interest in and to that certain Easement Agreement dated November 18, 1969 in which the United States of America, acting by and through the Forest Service, Department of Agriculture, is the "Grantor" and Brooks-Scanlon, Inc. is the "Grantee", a copy of said Easement being attached hereto as Exhibit "A" and by this reference made a part hereof.

Crown Pacific, Ltd. hereby acknowledges that Diamond has not made any representations or warranties with respect to such Easement and Crown Pacific, Ltd. hereby accepts the assignment and assumes and agrees to accept and perform any and all duties, liabilities and obligations imposed upon Diamond pursuant to said Agreement. Crown Pacific, Ltd. will indemnify and hold Diamond from any and all liability, costs, expenses, losses or claims which arise out of or relate to performance or failure to comply with any of the terms or provisions of said Easement assigned herein, whether arising before or after the date hereof.

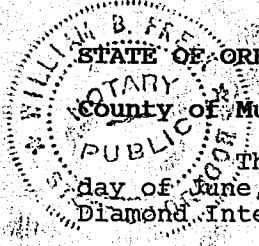
IN WITNESS WHEREOF, the parties intend to be legally bound and have caused this Assignment, Acceptance and Assumption to be executed and delivered in duplicate on this 7th day of June, 1988.

DIAMOND INTERNATIONAL, INC.

CROWN PACIFIC, LTD.

By: W. Spencer
Title: Vice President

By: Roger L. Krag
Title: Secretary



STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

The foregoing instrument was acknowledged before me this 14th day of June, 1988 by W.G. SPENCER, who is the VICE PRESIDENT of Diamond International, Inc.

WB Freer
Notary Public for Oregon
My Commission Expires: 8/14/89



STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

The foregoing instrument was acknowledged before me this 7th day of June 1988 by Roger L. Krag, who is the Secretary of Crown Pacific, Ltd.

Jacob Freer
Notary Public for Oregon
My Commission Expires: 11/12/88

CPL49

Return to: Crown Pacific, Ltd.
1500 Southwest First Ave.
Portland, Ore. 97201

88 JUL 5 AM 11 13

W220 214
BK M-69 PG 10210
+ PG 10097
12/5+10/69

EASEMENT

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THIS EASEMENT, dated this 18 day of November 1969, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Brooks-Scanlon, Inc., a corporation of the State of Delaware, hereinafter called "Grantee,"

WITNESSETH:

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WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands on assignable easements owned by the United States in the County of Klamath, State of Oregon, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal easements received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee,") subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the lands in the County of Klamath, State of Oregon, as described on Exhibit A attached hereto.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit B attached hereto.

Said "premises" shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

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DEC 5 11 55 AM 1969

DEC 10 10 27 AM 1969

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit C attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include but shall not be limited to use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways, provided that gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures and provided further that cleared equipment shall not be used on surfaced roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- D. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

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This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law: provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated November 27, 1964, 29 Fed. Reg. 16210, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above written.

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EXHIBIT A

T. 23 S., R. 9 E., W.M.

8 1/2 SW 1/4, Section 31

T. 24 S., R. 9 E., W.M.

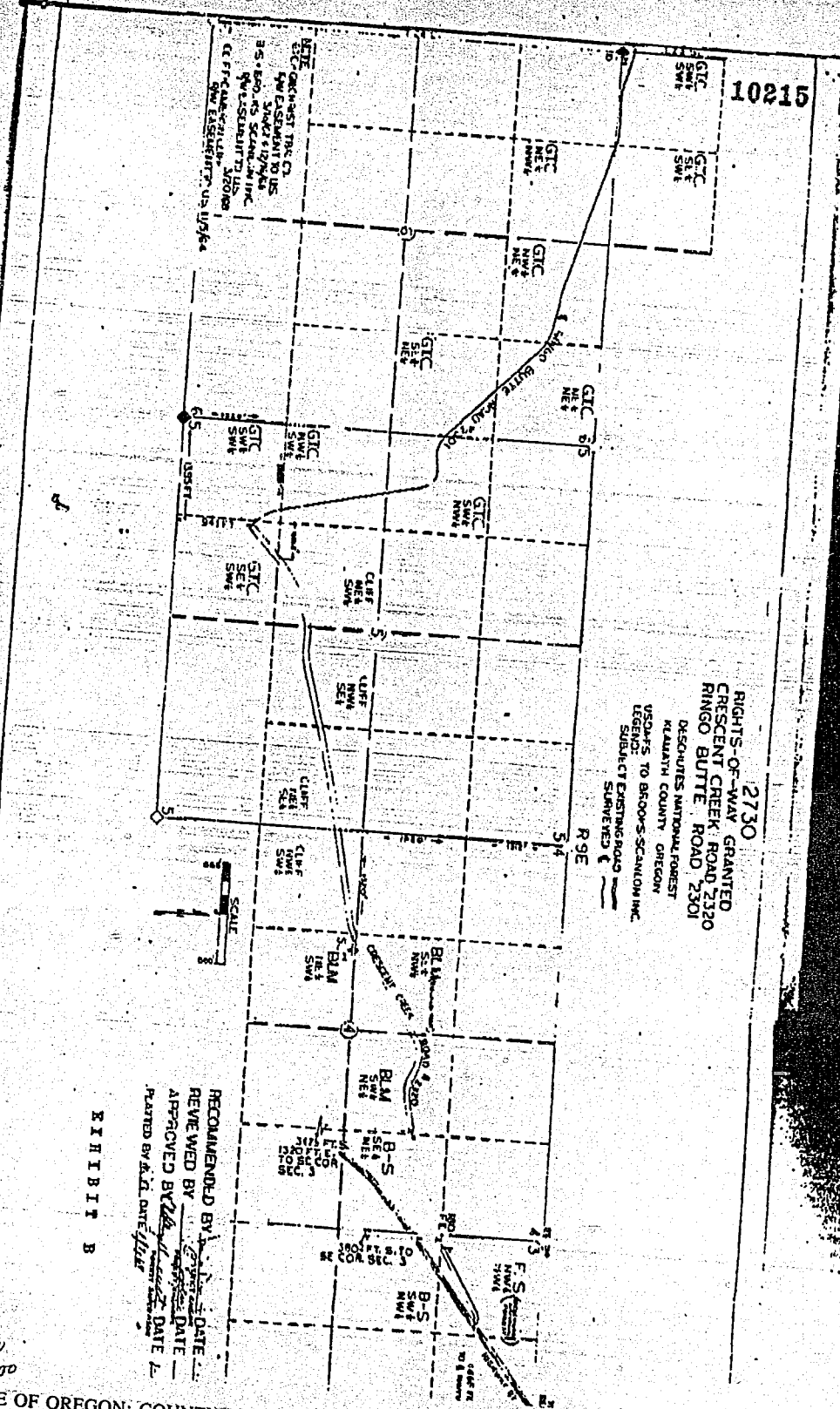
N 1/2, SE 1/4, Section 6

SW 1/4, SW 1/4, N 1/2 SE 1/4, Section 5

N 1/2 SW 1/4, SE 1/4 NW 1/4, SW 1/4 NE 1/4, Section 4

NW 1/4 NW 1/4, Section 3

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2730
 RIGHTS-OF-WAY GRANTED
 CRESCENT CREEK ROAD 2320
 RINGO BUTTE ROAD 2301
 DESCHUTES NATIONAL FOREST
 KLAMATH COUNTY OREGON
 USDAFS TO BROOKS-SCANLON INC.
 LEGEND
 SUBJECT EXISTING ROAD

RECOMMENDED BY _____ DATE _____
 REVIEWED BY _____ DATE _____
 APPROVED BY _____ DATE _____
 PLATTED BY K.A. DATE _____

EXHIBIT B

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Crown Pacific, Ltd. the 5th day of July A.D., 1988 at 11:13 o'clock A. M., and duly recorded in Vol. M88 of Deeds on Page 10434

FEE \$33.00

Evelyn Biehn
 By Pauline Mullins County Clerk