

ACCESS EASEMENT AND PURCHASE OPTION AGREEMENT

This ACCESS EASEMENT AND PURCHASE OPTION AGREEMENT (this "Agreement") is made as of this 4th day of October, 1991, by and between CROWN PACIFIC LUMBER LIMITED PARTNERSHIP, an Oregon limited partnership ("Crown"), and ERNST BROTHERS CORPORATION, an Oregon corporation ("Ernst").

Recitals:

A. Ernst and Crown Pacific, Ltd. ("CPL") are the parties to that certain Assignment and Assumption Agreement, of even date herewith (the "Assignment and Assumption Agreement"), pursuant to which CPL assigned to Ernst certain of the rights of CPL pursuant to that certain Agreement for Sale of Gilchrist Timber Company Properties, dated as of May 8, 1991, between CPL and Gilchrist Timber Company ("GTC"), as amended (the "Gilchrist Agreement"), and Ernst accepted the assignment of such rights and assumed certain obligations in connection therewith. In consequence of the assignment of rights to Ernst pursuant to the Assignment and Assumption Agreement, Ernst has acquired the real property located in Klamath County, Oregon, described on the attached Exhibit A (the "Ernst Property").

B. Crown, pursuant to an assignment of certain other rights of CPL pursuant to the Gilchrist Agreement, has acquired the real property located in Klamath County, Oregon, described on the attached Exhibit B (the "Crown Property").

C. Among the improvements located on the Crown Property are a sawmill and related improvements (together, the "Mill"). The Ernst Property contains an existing access road described on the attached Exhibit C (the "Access Road").

D. Ernst desires to grant to Crown an easement with respect to the use of, as well as an option to purchase, the Access Road on the terms and conditions contained in this Agreement, and Crown desires to accept such grants on these terms and conditions.

Agreements:

NOW, THEREFORE, in consideration of the foregoing and the covenants contained in this Agreement, the parties hereby agree as follows:

1. Grant of Easement. Ernst hereby creates, grants, and conveys to Crown a non-exclusive, perpetual easement (the "Easement") over the Access Road for the use of Crown and its employees, licensees, agents, contractors, and invitees (the "Permitted Users") for the purpose of providing access to and from the Crown Property and for the maintenance and repair of the Access Road. The Easement is granted as a benefit to the Crown

Property owned by Crown and its successors and assigns and as a burden of the Ernst Property owned by Ernst and its successors and assigns.

2. Liability; Indemnification. Ernst shall not be liable to Crown for any loss or damage arising out of the use of the Access Road by the Permitted Users. Crown hereby agrees to indemnify and hold harmless Ernst and its successors and assigns from any and all claims, losses, liabilities, or expenses arising from the use of the Access Road by the Permitted Users.

3. Maintenance and Repair. Crown shall have the obligation to maintain, repair, and preserve in a safe condition the Access Road in a prompt, diligent, and regular manner at its cost and expense, provided that Ernst shall reimburse Crown for any cost or expense incurred by Crown arising from damage to the Access Road attributable to Ernst, its agents, invitees, or lessees.

4. Option to Purchase; Agreement to Purchase.

4.1 Option to Purchase. Crown shall have the option, exercisable upon notice to Ernst given at any time during the period beginning on the date of this Agreement and ending on the fifth anniversary of such date, to purchase the Access Road from Ernst for consideration of \$1.00. Closing of the purchase and sale of the Access Road shall occur within 10 days after the recording of the Partition (as defined in Section 4.2). At closing, Ernst shall deliver to Crown a statutory general warranty deed conveying title to the Access Road to Crown or its designee, subject only to encumbrances, conditions, and restrictions of record as of the date of this Agreement and any matters of record created by or on behalf of Crown, and Crown shall execute and deliver to Ernst a non-exclusive easement permitting Ernst and its agents, invitees, and lessees to use the Access Road for purposes of access to and from the Ernst Property.

4.2 Agreement to Partition. Upon notice to Ernst of Crown's exercise of its option pursuant to Section 4.1, Crown agrees to prepare, and Ernst agrees to execute and deliver, an application to the County to partition the Ernst Property into two parcels, one lying north and the other lying south of the Access Road (the "Partition"). Crown agrees to pay all costs incurred in connection with the Partition, and Ernst agrees to cooperate to the extent necessary in preparing and filing the Partition. Upon approval and recording of the plat for the Partition by the County, the parties shall consummate the closing of the purchase and sale of the Access Road as provided in Section 4.1.

5. Remedies. In the event one of the parties fails to perform its obligations under this Agreement, the other party

shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief, or to pursue any other remedy available at law or in equity.

6. Covenants and Easements to Run with Land. Each covenant and easement made or granted pursuant to this Agreement shall be permanent and shall run with the land as to all property benefitted and burdened by such covenant and easement, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit Crown and Ernst and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deed of trust.

7. General Provisions.

7.1 Notices. All notices or communications of any kind which may be required or permitted to be given under the terms of this Agreement shall be in writing and may be served by hand delivery; by delivery to Federal Express (or comparable overnight delivery service maintaining records of receipt), delivery charges prepaid; or by mailing a copy thereof by certified or registered mail, postage prepaid with return receipt requested, in each case, addressed to the parties at their respective addresses set forth below:

If to Crown: c/o Crown Pacific, Ltd.
 121 S.W. Morrison
 Portland, Oregon 97204
 Attn: Roger L. Krage

If to Ernst: P.O. Box 637
 Gilchrist, Oregon 97737

All notices and communications which are served by hand delivery shall be effective upon delivery. All notices and communications which are served by Federal Express shall be effective upon the next following business day. All notices and communications which are served by mail shall be effective at the expiration of the third day after the date of mailing. The addresses to which notices or communications shall be delivered or mailed may be changed from time to time by giving written notice to the other party as provided in this Section 7.1.

7.2 Counterparts; Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement. This Agreement may also be executed by the transmission by facsimile of an executed counterpart signature page or pages, and any executed counterpart signature page or pages transmitted in this manner shall be considered valid and enforceable for all purposes.

7.3 Captions. The headings and captions contained in this Agreement are inserted solely for convenience of reference and are not a part of or intended to govern, limit, or aid in the construction of any term or provision.

7.4 Amendment. This Agreement may be modified or amended only upon the execution of a written instrument by both of the parties.

7.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.6 Integration. This Agreement, together with the exhibits hereto, contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such subject matter.

7.7 Further Instruments. Each of the parties hereto shall execute, acknowledge, and deliver any documents or instruments necessary to carry out the purposes of this Agreement.

7.8 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing executed by the party to be bound. No delay or omission in the exercise of any power, remedy, or right under this Agreement by a party shall impair or affect the right of such party thereafter to exercise the same.

7.9 Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' fees at trial or on any appeal or review, in addition to all other amounts provided by law.

7.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

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IN WITNESS WHEREOF, the parties have executed this Access Easement and Purchase Option Agreement as of the date first set forth above.

Crown:

CROWN PACIFIC LUMBER LIMITED
PARTNERSHIP, an Oregon limited
partnership

By: CROWN PACIFIC, LTD., its
General Partner

By: Roger L. Krage
Roger L. Krage, Secretary

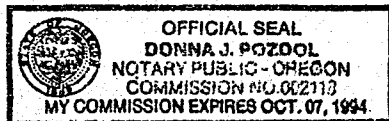
Ernst:

ERNST BROTHERS CORPORATION, an
Oregon corporation

By: Wayne G. Ernst
Its PRESIDENT

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 2nd day of October, 1991 by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., an Oregon corporation, on behalf of the corporation in its capacity as the General Partner of Crown Pacific Lumber Limited Partnership.



Donna J. Pozzol
Notary Public for Oregon
My Commission Expires: 10/07/94

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on this 15 day of October, 1991, by Wayne G. Ernst, who is the PRESIDENT of Ernst Brothers Corporation, an Oregon corporation, on behalf of the corporation.

W. B. C. C.
Notary Public for Oregon
My Commission Expires: 10/25/91

W139/08/0039-09/03

20341

EXHIBIT A

The following described real property situated in Klamath County, Oregon:

Parcel 1 of Major Partition Plat No. 53-91, records of Klamath County, Oregon.

EXHIBIT B

PROPERTY DESCRIPTION FOR GILCHRIST SAWMILL TRACT

A tract of land situated in Sections 19 and 30, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being further described as follows:

Beginning at a 1 1/2 inch aluminum cap stamped "Oman OR702" set as part of Klamath County Survey Number 2135 marking the center-west one-sixteenth corner of said Section 30; thence North 89°59'25" West, 129.61 feet to a 5/8 inch iron rod with yellow plastic cap stamped "W&H Pacific"; thence North 00°43'48" East, 581.98 feet; thence North 00°57'00" West, 659.67 feet; thence North 08°53'31" East, 173.46 feet; thence North 22°47'34" East, 125.21 feet; thence North 31°09'33" East, 170.48 feet; thence North 42°06'48" East, 126.95 feet; thence North 54°08'16" East, 335.07 feet; thence North 48°40'02" East, 137.86 feet; thence North 31°02'30" East, 120.80 feet; thence North 16°51'52" East 315.06 feet; thence North 08°33'43" East, 156.39 feet; thence North 29°47'20" West, 90.21 feet; thence North 04°26'16" West, 256.63 feet; thence North 29°31'40" West, 637.26 feet; thence North 68°17'15" West, 1448.58 feet; thence North 15°15'50" East, 537.11 feet; thence South 67°44'01" East, 1104.72 feet; thence North 07°59'49" West, 1010.20 feet; thence North 12°06'48" West, 1596.12 feet; thence North 69°05'03" East, 88.90 feet; thence South 35°31'34" East, 66.26 feet; thence South 43°11'08" East, 131.62 feet; thence South 47°07'55" East, 622.90 feet; thence South 48°21'34" East 691.87 feet; thence South 81°01'10" East, 47.07 feet; thence North 65°28'44" East, 110.88 feet; thence South 89°01'46" East, 106.04 feet; thence South 72°05'48" East, 657.54 feet; thence South 63°19'12" East, 80.79 feet; thence South 38°30'07" East, 111.93 feet; thence South 24°05'42" East, 481.01 feet; thence South 26°01'19" East, 194.21 feet; thence South 20°56'51" East, 148.78 feet; thence South 15°58'19" East, 262.21 feet; thence South 74°22'21" East, 66.62 feet to an angle point on the westerly line of Parcel 1 as defined by Partition Plat Number MP 53-91 previous to recording with Klamath County Records; thence along said westerly line of said Parcel 1 the following courses;

thence North $81^{\circ}33'08''$ East, 333.88 feet; thence South $15^{\circ}00'41''$ West, 678.21 feet; thence North $74^{\circ}59'19''$ West, 618.42 feet; thence South $01^{\circ}04'00''$ East, 1296.70 feet; thence North $89^{\circ}56'12''$ East, 216.77 feet; thence South $15^{\circ}00'41''$ West, 80.47 feet; thence South $74^{\circ}59'19''$ East, 30.00 feet; thence South $15^{\circ}00'41''$ West, 1335.95 feet to a point of spiral curvature; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South $15^{\circ}02'54''$ West, 41.47 feet to a point on the South line of said Parcel 1; thence leaving said westerly and southerly lines of Parcel 1 along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South $15^{\circ}42'07''$ West, 116.98 feet to a point of spiral to curvature; thence along the arc of a 2814.79 foot radius railroad curve to the right, through a central angle of $24^{\circ}00'37''$, the long chord of which bears South $27^{\circ}09'13''$ West, 1017.53 feet to a point of curvature to spiral, said point being 50 feet westerly of the centerline of said railroad curve; thence along the arc of a 2 degree railroad spiral curve offset 50 feet from centerline of said railroad curve, the long chord of which bears South $38^{\circ}24'35''$ West, 158.49 feet; thence South $39^{\circ}01'18''$ West, 130.72 feet; thence North $50^{\circ}58'42''$ West, 23.93 feet; thence South $39^{\circ}00'19''$ West, 0.90 feet to a point on the east-west centerline of Section 30 as defined by Klamath County Survey Number 2135; thence along said centerline of Section 30 as defined by said Survey Number 2135, North $89^{\circ}59'30''$ West, 1062.09 feet to the point of beginning.

Bearings are based on Klamath County Partition Plat Number MP 53-91.

Legal Description for Mill Access
Easement/Option

BEGINNING AT A POINT WHICH MARKS THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30; THENCE, SOUTH 89°56'12" WEST 1696.88 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 97; THENCE, RUNNING ALONG SAID RIGHT-OF-WAY LINE, NORTH 15°00'41" EAST 1864.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE, RUNNING THE FOLLOWING COURSES AND DISTANCES AROUND A 60' WIDE EASEMENT, SOUTH 15°00'41" WEST 65.41 FEET, THENCE, SOUTH 81°33'08" WEST 65.41 FEET; THENCE, NORTH 15°00'41" EAST 65.41 FEET; THENCE, NORTH 81°33'08" EAST 65.41 FEET TO THE POINT OF BEGINNING.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 4th day
of Oct. A.D., 19 91 at 2:47 o'clock P M., and duly recorded in Vol. M91
of Deeds on Page 20336.

FEE \$68.00

Evelyn Biehn - County Clerk

By Pauline Mullendore

KCTC