

K-43553

RAILROAD EASEMENT AGREEMENT
(Crown Pacific Lumber)

This RAILROAD EASEMENT 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 ("CPL"), and CROWN PACIFIC RAILROAD, INC., an Oregon corporation ("CPR").

Recital:

A. CPL desires to grant to CPR an easement over that area described on the attached Exhibit A (the "Easement Area") of the real property located in Klamath County, Oregon, described on the attached Exhibit B (the "CPL Property") on the terms and conditions contained in this Agreement, and CPR desires to accept such grant 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. CPL hereby creates, grants, and conveys to CPR an exclusive, perpetual easement (the "Easement") over the Easement Area for the use of CPR and its employees, agents, and contractors for the purpose of operating a railroad right of way and for the maintenance and repair of the Easement Area. The Easement is granted as a benefit to CPR and its successors and assigns and as a burden of the CPL Property owned by CPL and its successors and assigns.
2. Liability; Indemnification. CPL shall not be liable to CPR for any loss or damage arising out of the use of the Easement Area by CPR or its employees, agents, or contractors. CPR hereby agrees to indemnify and hold harmless CPL and its successors and assigns from any and all claims, losses, liabilities, or expenses arising from the use of the Easement Area by CPR or its employees, agents, or contractors.
3. Maintenance and Repair. CPR shall have the sole obligation to maintain, repair, and preserve in a safe condition the Easement Area in a prompt, diligent, and regular manner at its cost and expense.
4. 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.

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5. Covenants and Easement 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 CPL and CPR and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deed of trust.

6. General Provisions.

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

6.2 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.

6.3 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.

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

IN WITNESS WHEREOF, the parties have executed this Railroad Easement Agreement as of the date first set forth above.

CPL:

CROWN PACIFIC LUMBER LIMITED PARTNERSHIP, an Oregon limited partnership

By: CROWN PACIFIC, LTD., its General Partner

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

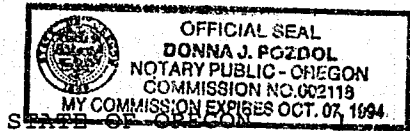
CPR:

CROWN PACIFIC RAILROAD, INC., an Oregon corporation

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

STATE OF OREGON)
) ss.
County of Multnomah)

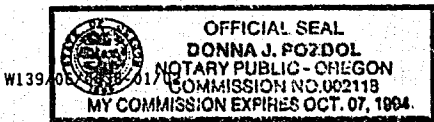
The foregoing instrument was acknowledged before me on this 2nd day of October, 1991 by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., an Oregon corporation, on behalf of the corporation in its capacity as the General Partner of Crown Pacific Lumber Limited Partnership.



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

) 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 Railroad, Inc., an Oregon corporation, on behalf of the corporation.



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

EXHIBIT A

EASEMENT DESCRIPTION FOR RAILROAD AND RAILROAD MAINTENANCE BUILDING

An easement over a portion of the Southwest 1/4 of Section 19 and the Northwest 1/4 of Section 30 all in Township 24 South, Range 9 East, Klamath County, Oregon, to operate, maintain, replace, and inspect a railroad over a strip of land 100 feet in width lying 50 feet each side of an existing railroad centerline which centerline is described more particularly as follows:

Beginning at a point on the south line of the NW 1/4 Section 30, Township 24 South, Range 9 East, Willamette Meridian, as said south line is shown on plat of survey - County Survey Number 2135, South 89°59'30" East, 665.23 feet from the C-W 1/16 corner monument, a 1 1/2 inch aluminum cap set in said County Survey Number 2135 thence North 03°42'33" East, 3554.18 feet, thence along a 2826.85 foot radius curve left through an angle of 2°01'37" a distance of 100.00 feet, thence North 01°40'56" East, 339.16 feet to the end of the aforesaid railroad.

Included herewith easements to operate, maintain, replace, and inspect railroad sidings 100 feet in width lying 50 feet each side of each of the several existing railroad sidings connecting to the above described railroad.

Also, an easement in conjunction with the first above described easement to utilize, maintain, replace, and inspect a railroad maintenance building which presently is located 11 feet each side of the centerline of the northerly 70 feet of the above described railroad.

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°33'08" East, 333.88 feet; thence South 15°00'41" West, 678.21 feet; thence North 74°59'19" West, 618.42 feet; thence South 01°04'00" East, 1296.70 feet; thence North 89°56'12" East, 216.77 feet; thence South 15°00'41" West, 80.47 feet; thence South 74°59'19" East, 30.00 feet; thence South 15°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°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°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°00'37", the long chord of which bears South 27°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°24'35" West, 158.49 feet; thence South 39°01'18" West, 130.72 feet; thence North 50°58'42" West, 23.93 feet; thence South 39°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°59'30" West, 1062.09 feet to the point of beginning.

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

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 2:48 o'clock P.M., and duly recorded in Vol. M91 of Deeds on Page 20430.

Evelyn Biehn, County Clerk

By *Douglas Mullendore*

FEE \$53.00

KCTC