

AGREEMENT TO PARTITION AND  
IRREVOCABLE POWER OF ATTORNEY

This AGREEMENT TO PARTITION AND IRREVOCABLE POWER OF ATTORNEY (this "Agreement") is made as of this 4<sup>th</sup> day of October, 1991, by and among CROWN PACIFIC, LTD., an Oregon corporation ("CPL"), CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership ("CPLO"), CROWN PACIFIC LUMBER LIMITED PARTNERSHIP, an Oregon limited partnership ("CPLLP"), and GILCHRIST TIMBER COMPANY, a Delaware corporation ("GTC").

Recitals:

A. CPLO, CPLLP, and CPL are the parties to those certain Assignment and Assumption Agreements, of even date herewith (the "Assignment and Assumption Agreements"), pursuant to which CPL assigns to CPLO and to CPLLP certain of the rights of CPL pursuant to that certain Agreement for Sale of Gilchrist Timber Properties, dated as of May 8, 1991, between CPL and GTC, as amended (the "Gilchrist Agreement"), and CPLO and CPLLP accepted the assignment of such rights and assumed certain obligations in connection therewith. In consequence of the assignment of rights to CPLO pursuant to the Assignment and Assumption Agreements, CPLO has acquired from GTC that tract of real property located in Klamath County, Oregon, described on the attached Exhibit A (the "Parcel 3 Timberlands"). In consequence of the assignment of rights to CPLLP pursuant to the Assignment and Assumption Agreements, CPLLP has acquired from GTC that tract of real property located in Klamath County, Oregon, described on the attached Exhibit B (the "Parcel 3 Mill Site"), which is adjacent to the Parcel 3 Timberlands. GTC has retained title to that tract of real property located in Klamath County, Oregon, described on the attached Exhibit C (the "Parcel 3 Landfill"), which is adjacent to the Parcel 3 Timberlands. Collectively, the Parcel 3 Timberlands, the Parcel 3 Mill Site, and the Parcel 3 Landfill constitute Parcel 3 of Major Partition Plat No. 53-91, as recorded in the records of Klamath County, Oregon ("Parcel 3").

B. GTC has retained title to that tract of real property located in Klamath County, Oregon described on the attached Exhibit D (the "West Tract"). In consequence of the assignment of rights to CPLO pursuant to the Assignment and Assumption Agreements, CPLO has acquired from GTC that tract of real property located in Klamath County, Oregon, described on the attached Exhibit E (the "East Tract"), which is adjacent to the West Tract. Together, the West Tract and the East Tract constitute a single parcel of land (the "Section 35 Parcel").

C. CPLO, CPLLP, and GTC have signed an application to Klamath County, Oregon, for approval of a preliminary plan to

After recording return to:

Stephen R. Nobach; Ball, Janik & Novack; 1100 One Main Place; 101 S.W. Main Street; Portland, Oregon 97204

91 OCT 4 11 2 48

partition Parcel 3 into three parcels of land corresponding to the Parcel 3 Timberlands, the Parcel 3 Mill Site, and the Parcel 3 Landfill (the "First Preliminary Plan Application," attached hereto as Exhibit F). CPLO and GTC have signed an application to Klamath County, Oregon, for approval of a preliminary plan to partition the Section 35 Parcel into two parcels of land corresponding to the West Tract and the East Tract (the "Second Preliminary Plan Application" attached hereto as Exhibit G).

D. In order to complete the legal divisions of Parcel 3 and of the Section 35 Parcel as proposed in the First and Second Preliminary Plan Applications, and as required under the applicable laws of the State of Oregon and the Klamath County Land Development Code (collectively, the "Applicable Laws"), upon approval of the First and Second Preliminary Plan Applications by Klamath County, CPLO, CPLL, and GTC are required by the Applicable Laws to prepare (or cause to be prepared), sign, and submit final partition plats (the "Final Plats") to Klamath County for its review and approvals and to then record the Final Plats in the records of Klamath County. The parties desire to assure that, upon the approval by Klamath County of the First and Second Preliminary Plan Applications, the Final Plats are prepared, signed, and submitted to Klamath County for its review and approval, and that upon the approval by Klamath County the Final Plats are recorded in the records of Klamath County.

#### Agreements:

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

1. Completion of the First and Second Preliminary Plan Applications and Submission to Klamath County. CPL agrees to cause the First and Second Preliminary Plan Applications to be completed in accordance with the Applicable Laws, and to submit the Preliminary Plan Application to Klamath County within one hundred forty (140) days after the date of this Agreement. CPL further agrees to take any actions reasonably necessary to assure the final approval of the First and Second Preliminary Plan Applications, and to bear all costs and expenses incurred in connection with the preparation and approval of the First and Second Preliminary Plan Applications.

2. Completion of the Final Plats, Submission to Klamath County, and Recording. Upon final approval of the First and Second Preliminary Plan Applications by Klamath County, CPL agrees to cause the Final Plats to be prepared. CPLO, CPLL, and GTC agree to sign the Final Plats within three (3) days of receiving written notice from CPL requesting signature. Upon the signing of the Final Plats by CPLO, CPLL, and GTC, CPL agrees to submit the Final Plats to Klamath County for its review,

approval, and recording. CPL further agrees to take any actions reasonably necessary to assure the Final Plats is approved by Klamath County and recorded as required by the Applicable Laws. CPL further agrees to bear all costs and expenses incurred in connection with the preparation, approval and recording of the Final Plats. The parties agree to use their best efforts to record the Final Plats in the records of Klamath County no later than February 28, 1992.

3. Grant of Irrevocable Power of Attorney. CPLO, CPLLP, and GTC irrevocably make, constitute, and appoint CPL to be their true and lawful attorney-in-fact to perform the actions described in Sections 1 and 2 of this Agreement (including, but not limited to, the signing of the Final Plats), and CPLO, CPLLP, and GTC give and grant CPL full power and authority to do and perform each and every act and thing required and necessary to be done to perform the actions described in Sections 1 and 2 of this Agreement, hereby ratifying and confirming all that CPL shall lawfully do or cause to be done, by virtue of this Agreement. CPLO, CPLLP, and GTC each hereby acknowledges that the foregoing appointment is coupled with an interest.

4. Remedies. In the event a party fails to perform its obligations under this Agreement, the other parties 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.

5. Covenants and Easements to Run with Land. Each covenant 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, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit CPL, CPLO, CPLLP, and GTC and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deed of trust.

#### 6. General Provisions.

6.1 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.

6.2 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.

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

6.4 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.

6.5 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 among them with respect to such subject matter.

6.6 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.

6.7 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.

6.8 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.

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

6.10 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 CPL, CPLO,  
or CPLLP:

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

If to GTC:

Gilchrist Timber Company

Attn: Mr. Charlie Shotts

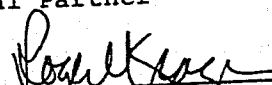
All notices and communications which are served by hand delivery shall be effective upon delivery. All notices and communications which are served by Federal Express shall be effective upon the next following business day. All notices and communications which are served by mail shall be effective at 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 parties as provided in this Section 6.10.

IN WITNESS WHEREOF, the parties have executed this Agreement to Partition and Irrevocable Power of Attorney as of the date first set forth above.

CPLLP:

CROWN PACIFIC LUMBER LIMITED  
PARTNERSHIP, an Oregon limited  
partnership

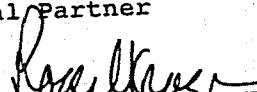
By: CROWN PACIFIC, LTD., its  
General Partner

By   
Roger L. Krage, Secretary

CPLO:

CROWN PACIFIC (OREGON) LIMITED  
PARTNERSHIP, an Oregon limited  
partnership

By: CROWN PACIFIC, LTD., its  
General Partner

By   
Roger L. Krage, Secretary

20450

CPL:

CROWN PACIFIC, LTD., an Oregon corporation

By

Roger L. Krage Secretary

GTC:

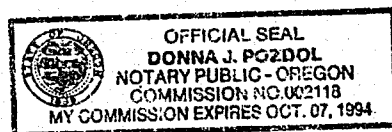
GILCHRIST TIMBER COMPANY, a Delaware corporation

By

Charles F. Shatt  
Its President

STATE OF OREGON )  
 ) ss.  
County of Multnomah )

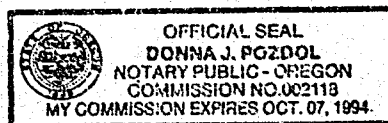
The foregoing instrument was acknowledged before me on this 2nd day of October, 1991 by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., an Oregon corporation, on behalf of the corporation in its capacity as the General Partner of Crown Pacific Lumber Limited Partnership.



Donna J. Pozdol  
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 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 (Oregon) Limited Partnership.

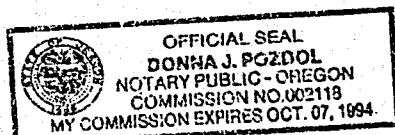


Donna J. Pozdol  
Notary Public for Oregon  
My Commission Expires: 10/07/94

20451

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.



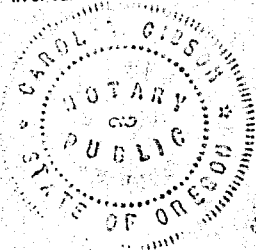
STATE OF OREGON           )  
                                   ) ss  
 County of Multnomah )

Donha J. Pozdol  
 Notary Public for Oregon  
 My Commission Expires: 10/07/94

The foregoing instrument was acknowledged before me on this 2nd day of October, 1991 by CHARLES E. SHOTTS, who is the PRESIDENT of Gilchrist Timber Company, a Delaware corporation.

Carol Y. Erikson  
 Notary Public for Oregon  
 My Commission Expires: 6-7-92

W78/02/0019-A2/01



20453

20452

EXHIBIT A

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

Parcel 3 of Major Partition Plat No. 53-91, records of Klamath County, Oregon.

EXCEPTING THEREFROM, the tract described in the attached Exhibit A-1.

ALSO EXCEPTING THEREFROM all of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.



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20452

EXHIBIT A

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

Parcel 3 of Major Partition Plat No. 53-91, records of Klamath County, Oregon.

EXCEPTING THEREFROM, the tract described in the attached Exhibit A-1.

ALSO EXCEPTING THEREFROM all of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

## EXHIBIT A-1

## 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.

## 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.

20458

EXHIBIT C

(former municipal landfill)

All of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 18, Township 24 South, Range 9 East, Willamette Meridian, Klamath County, Oregon.

## EXHIBIT D

(40 Acre Parcel)

All of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 35, Township 24 South, Range 11 East, Willamette Meridian, Klamath County, Oregon.

20460

EXHIBIT E

(40 Acre Parcel)

All of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 35, Township  
24 South, Range 11 East, Willamette Meridian, Klamath County,  
Oregon.



**1. APPLICANT:**

**LEGAL LANDOWNER (if different from above):**

## 2. SPECIFIC PROPERTY DESCRIPTION.

• • • • • **FOR PLANNING DEPARTMENT USE ONLY** • • • • •

FILE REFERENCE NO.	FILE REFERENCE NAME
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DATE RECEIVED \_\_\_\_\_ BY \_\_\_\_\_ DATE COMPLETE \_\_\_\_\_

FER \_\_\_\_\_ RECEIPT NUMBER \_\_\_\_\_ REVIEW DATE \_\_\_\_\_

**3. GENERAL PROPERTY DESCRIPTION:**

- a. Current zoning Forest
- b. Describe the present use, and past uses of the property over the last 15 years, including forestry or farm use and previous land divisions; document income obtained from resource management uses of the property.

- c. Describe tree species and amount of timber on the property or other vegetation that makes the property suitable for grazing or other farm uses. Provide photos if necessary.

- d. Provide a detailed description of the proposed use of the property. Show the location of existing and any proposed structures on the tentative partition plan.

a. Is the property under forest land tax deferral? \_\_\_\_\_  
Water \_\_\_\_\_ Sewerage \_\_\_\_\_  
Fire District \_\_\_\_\_  
Irrigation District \_\_\_\_\_  
Legal Access \_\_\_\_\_  
(provide proof of legal access)

4. SURROUNDING PROPERTY:

- a. Describe forest operations in the vicinity of the proposal including the types of tree species being raised or other grazing or farm use activities.

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- b. Describe other resource management activities such as mining or recreation in the vicinity of the proposal.

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5. EXPLAIN HOW THE PROPOSED LAND DIVISION AND USE OF THE PROPERTY WILL MAINTAIN AND CONTINUE FORESTRY USE ON THE PROPERTY:

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## 6. SURVEYOR:

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

## 7. I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

## 8. I (WE), THE UNDERSIGNED LEGAL OWNER(S) OR CONTRACT PURCHASER(S) OF THE SUBJECT PROPERTY, AUTHORIZE THE PERSON LISTED AS THE APPLICANT ON THIS APPLICATION TO ACT IN MY (OUR) PLACE, AND TO APPEAR AS MY (OUR) AGENT WITH RESPECT TO THIS APPLICATION.

SIGNED Gilchrist Timber Company \_\_\_\_\_ DATE \_\_\_\_\_By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crown Pacific (Oregon) Limited Partnership

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

Crown Pacific Lumber Limited Partnership

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A  
(Legal Landowners)

1. Crown Pacific (Oregon) Limited Partnership  
(address and phone same as Applicant)
2. Crown Pacific Lumber Limited Partnership  
(address and phone same as Applicant)
3. Gilchrist Timber Company  
c/o Mr. Norman J. Wiener  
Miller, Nash, Wiener, Hager  
Suite 3500  
111 S.W. 5th Avenue  
Portland, OR 97204  
Phone: 224-5858

RMW\BLH\CROWN\LANDOWN.001

# FOREST LAND PARTITION APPLICATION

**1. APPLICANT:**

**Name** Crown Pacific, Ltd. **Phone** 274-2300  
**Address** 121 S.W. Morrison St., Suite 900  
Portland, OR 97204

**LEGAL LANDOWNER (if different from above):**

Name see attached Exhibit A Phone   
Address

## 2. SPECIFIC PROPERTY DESCRIPTION.

Section 35 Township 24S Range 11E

**Tax Lot Number** \_\_\_\_\_

**Legal Description** N 1/2 SE 1/4 Less Hwy - Right-of-Way

**General Location** \_\_\_\_\_

Gross Site Acreage 80 ac. # of Parcels to be Created 2

**Size of Proposed Parcels** #1 40 ac. #2 40 ac. #3           

\* \* \* \* \* FOR PLANNING DEPARTMENT USE ONLY \* \* \* \* \*

**FILE REFERENCE NO.** \_\_\_\_\_ **FILE REFERENCE NAME** \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_ BY \_\_\_\_\_ DATA COMPLETE \_\_\_\_\_

**FEE** \_\_\_\_\_ **RECEIPT NUMBER** \_\_\_\_\_ **REVIEW DATE** \_\_\_\_\_

**3. GENERAL PROPERTY DESCRIPTION:**

a. Current zoning Forest

b. Describe the present use, and past uses of the property over the last 15 years, including forestry or farm use and previous land divisions; document income obtained from resource management uses of the property.

c. Describe tree species and amount of timber on the property or other vegetation that makes the property suitable for grazing or other farm uses. Provide photos if necessary.

d. Provide a detailed description of the proposed use of the property. Show the location of existing and any proposed structures on the tentative partition plan.

a. Is the property under forest land tax deferral? \_\_\_\_\_  
Water \_\_\_\_\_ Beverage \_\_\_\_\_  
Fire District \_\_\_\_\_  
Irrigation District \_\_\_\_\_  
Legal Access \_\_\_\_\_  
(provide proof of legal access)

4. **SURROUNDING PROPERTY:**

- a. Describe forest operations in the vicinity of the proposal including the types of tree species being raised or other grazing or farm use activities.

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- b. Describe other resource management activities such as mining or recreation in the vicinity of the proposal.

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5. **EXPLAIN HOW THE PROPOSED LAND DIVISION AND USE OF THE PROPERTY WILL MAINTAIN AND CONTINUE FORESTRY USE ON THE PROPERTY:**

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## 6. SURVEYOR:

Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

## 7. I, THE UNDERSIGNED APPLICANT, CERTIFY THAT THE STATEMENTS AND INFORMATION CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNED \_\_\_\_\_ DATE: \_\_\_\_\_

## 8. I (WE), THE UNDERSIGNED LEGAL OWNER(S) OR CONTRACT PURCHASER(S) OF THE SUBJECT PROPERTY, AUTHORIZE THE PERSON LISTED AS THE APPLICANT ON THIS APPLICATION TO ACT IN MY (OUR) PLACE, AND TO APPEAR AS MY (OUR) AGENT WITH RESPECT TO THIS APPLICATION.

SIGNED Gilchrist Timber Company \_\_\_\_\_ DATE \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crown Pacific (Oregon) Limited Partnership

By: \_\_\_\_\_ Date \_\_\_\_\_  
Its: \_\_\_\_\_

20470

EXHIBIT A  
(Legal Landowners)

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2. Gilchrist Timber Company  
c/o Mr. Norman J. Wiener  
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Suite 3500  
111 S.W. 5th Avenue  
Portland, OR 97204  
Phone: 224-5858

RMWIBLHCROWNLANDOWN2.001

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 20445.  
Evelyn Biehn County Clerk  
By Orville M. Mullens

FEE \$128.00