

This instrument was prepared by:

Bradley V. Ritter, Esq.  
Kirkland & Ellis LLP  
200 E. Randolph Drive  
Suite 6700  
Chicago, Illinois 60601

State of Oregon, County of Klamath  
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After recording mail to:

Tony J. Steenkolk, Esq.  
Boise Cascade, L.L.C.  
1111 West Jefferson Street  
Boise, Idaho 83728

*JS 411776*

**For Recorder's Use Only**

**ROAD USE EASEMENT AGREEMENT**  
**(Southern Oregon)**

**THIS ROAD USE EASEMENT AGREEMENT** (this "Agreement") is entered into this 4<sup>th</sup> day of February, 2005 between Meriwether Southern Oregon Land & Timber L L C , a Delaware limited liability company (formerly known as Boise Southern Oregon Land & Timber, L.L.C.), whose address is c/o Forest Capital Partners, One Financial Center, 28<sup>th</sup> Floor, Boston, Massachusetts 02111 ("Grantor") and Boise Cascade, L.L.C., a Delaware limited liability company, whose address is 1111 West Jefferson Street, Boise, Idaho 83728, on behalf of itself and its Affiliates (as defined herein) (collectively, the "Grantee").

**RECITALS**

**WHEREAS** Grantor is the holder of legal title to a certain parcel of land located in the County of Klamath, State of Oregon; said lands being more fully described on Exhibit A attached hereto and made a part hereof (the "Grantor Parcel"); and

**WHEREAS** Grantor desires to grant to Grantee and their successors and assigns (collectively, the "Grantee Parties"), and the Grantee Parties desire to receive, an easement for pedestrian and vehicular ingress and egress to, from and over all access roads, rights of way or easements to, over and across the Grantor Parcel to lands now or hereafter owned, leased,

licensed, controlled, shared, harvested, entered or used by the Grantee Parties in support of their wood products manufacturing business.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Grant of Rights.

(i) Subject to the terms of this Agreement and all matters of public record, Grantor hereby grants to the Grantee Parties a non-exclusive and unconditional easement (the "Easement") for pedestrian and vehicular ingress and egress to, from and over all access roads, rights of way or easements to, over or across the Grantor Parcel to lands now or hereafter owned, leased, licensed, controlled, shared, harvested, entered or used by the Grantee Parties in support of their wood products manufacturing business. Subject to Paragraphs E and I below, the Easement shall be for the benefit of the Grantee Parties, and shall run with and burden the Grantor Parcel, and be binding upon Grantor, Grantee and their successors and assigns. The Easement shall not terminate as to any roadway by virtue of any relocation and/or re-routing of any portion or all of such roadway, but shall continue in effect as to the newly relocated/re-routed roadway.

(ii) The term of the Easement granted pursuant to this Agreement (the "Term") shall begin upon the date first written above and shall automatically expire on the date fifteen (15) years thereafter, unless sooner terminated pursuant to the terms of this Agreement. Upon expiration of the Term, upon Grantor's request, Grantee shall promptly execute and deliver to Grantor such documents as may be reasonably required to cause a release of the Easement from the public records.

(iii) Grantor reserves for itself, its successors and assigns, the right at all times and for any purpose to use the Easement in a manner that will not unreasonably interfere with the rights granted to the Grantee herein. Furthermore, Grantor reserves for itself, its successor and assigns, the right to relocate the Easement provided that said relocation shall provide Grantee rights that are reasonably equivalent to those for which the Easement is granted. Grantor reserves to itself all timber now on or hereafter growing within the Easement. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein, provided such use shall not unreasonably interfere with the rights granted to the Grantee hereunder.

B. Grantee Indemnification. Grantee covenants and agrees to indemnify and hold harmless Grantor for all losses, costs expenses or claims (including reasonable attorneys' fees) suffered or incurred by Grantor and which arise in any manner from the actions or omissions of the Grantee Parties or Grantee's Permittees (as defined in Paragraph F) in connection with the exercise of their rights under the Easement, or any breach of the terms of the Easement.

C. Grantor Indemnification. Grantor covenants and agrees to indemnify and hold harmless the Grantee Parties for all losses, costs, expenses or claims (including reasonable

attorneys' fees) suffered or incurred by the Grantee Parties and which arise in any manner from the actions or omissions of Grantor, its agents, contractors, employees, representatives or licensees in connection with the exercise of the Grantee Parties' rights under the Easement, or any breach of the terms of the Easement.

D. Maintenance. Grantee shall promptly repair, in a good and workmanlike and lien-free manner, at its cost and expense, any damage to the Grantor Parcel caused by the actions or omissions of the Grantee Parties or Grantee's Permittees beyond that occasioned by normal use and repaired by normal maintenance, in connection with the exercise of the Grantee Parties' or Grantee's Permittees' rights under the Easement. The costs of normal maintenance of any road shall be reasonably allocated between the parties on the basis of their respective use of the road for commercial hauling activities, whether conducted by their respective employees, contractors, or permitted licensees. Unless the parties hereto agree in writing to share the cost of improvements, including without limitation reconstruction, in advance of such improvements being made, such improvements shall be solely for the account of the improver. Grantee shall pay all costs due hereunder within thirty (30) days of receipt of a written invoice therefor from Grantor.

E. Assignment: Successors and Assigns; Agreement to Run with the Land. Grantee shall have the right to assign the Easement to any person that (i) merges or consolidates with or into any of the Grantee Parties, or (ii) that acquires all or substantially all of the assets or stock of any of the Grantee Parties, or (iii) acquires all or a portion of the assets of a manufacturing plant or mill of any of the Grantee Parties using forest products that are transferred over the Easement, or (iv) acquires any property owned by any of the Grantee Parties adjacent to the Grantor Parcel, provided that (x) Grantee shall provide to Grantor prior written notice of such assignment to an assignee, (y) such assignee shall have sufficient financial viability to perform the obligations required of Grantee hereunder, as may reasonably be determined by Grantor, and (z) such assignee shall assume all of Grantee's obligations hereunder. Subject to Paragraph A above, the Easement and rights described in this Agreement shall run with the land, and at all times shall inure to the benefit of and be binding upon any owner, purchaser, mortgagee, tenant, licensee or to any person having an interest in the Grantor Parcel, or any part or portion thereof.

F. Permittees. Grantee may permit its respective contractors, licensees, lessees, purchasers of timber or other valuable materials, and their representatives and agents (hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees"), to exercise the rights granted to it herein; provided, however, that when a Permittee plans to use any portion of said road for the purpose of hauling timber or other valuable materials, such party shall notify (either orally or in writing) Grantor's land manager or other person designated in writing by Grantor as early as practicable but at least three (3) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and the approximate volumes of forest products or valuable materials to be hauled and, upon the completion of such use, notify Grantor forthwith. Grantee and its Permittees shall be obligated to follow the then current, generally accepted, and as may be expressly adopted by Grantor and communicated to Grantee, best management practices for the use and operation of Grantor's roads (collectively, "BMPs"). Furthermore, Grantor shall have the right to adopt commercially reasonable rules and regulations regarding the use and operation of said road

subject to the terms of this Easement (collectively, “Rules and Regulations”), and upon receipt of the Rules and Regulations, Grantee and its Permittees shall be required to materially comply with the Rules and Regulations. The occurrence of any one of the following shall be considered an event of default under this Easement: (i) failure of Grantee or its Permittees to comply with either the BMPs or the Rules and Regulations and such failure is not cured within thirty (30) days after delivery of written notice from Grantor, or (ii) failure to comply with any term or provision of this Agreement if such failure is not cured within thirty (30) days after delivery of written notice from Grantor; provided, however, Grantee shall not be deemed in default hereof if such failure cannot reasonably be cured within thirty (30) days after receiving written notice of default if Grantee initiates work to cure such failure within such thirty (30) day period and thereafter diligently works to cure such failure. Upon the occurrence of an event of default, Grantor shall have the right to exercise any and all of its remedies at law or in equity, and Grantor may cure such default at Grantee’s sole cost and expense, and/or suspend Grantee’s rights hereunder, which suspension shall extend until the event of default is cured to Grantor’s reasonable satisfaction. In the event Grantor cures an event of default, the reasonable costs and expenses incurred by Grantor shall accrue interest at the rate of eight percent (8%) from the date such expense was incurred by Grantor until paid in full.

G. Insurance. Grantee and each of its Permittees, before using any of said roads for commercial purposes, shall obtain and, during the terms of such use, maintain the following policies of insurance:

1. (i) General Liability Insurance covering personal injuries and property damage (“Liability Coverage”); and
  - (ii) Vehicle Liability Insurance covering personal injuries and property damage (“Vehicle Liability Coverage”).
2. Unless specified above, minimum amounts of insurance shall be:
  - (i) With respect to Liability Coverage:
    - (a) Five Hundred Thousand Dollars (\$500,000.00) for injury to one person,
    - (b) One Million Dollars (\$1,000,000.00) for any one occurrence, and
    - (c) Five Hundred Thousand Dollars (\$500,000.00) property damage for any one occurrence; and
  - (ii) With respect to Vehicle Liability Coverage:
    - (a) Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence, and
    - (b) One Million Dollars (\$1,000,000.00) in the aggregate.

3. Without limiting the foregoing, in each case all of such policies shall be issued by an insurance carrier reasonably acceptable to Grantor.

4. Grantee and its Permittees shall furnish to Grantor written evidence of such insurance signed by an authorized representative of the insurance companies, indicating that these policies are in force, that the premiums therefor have been paid, and that the insurance described therein shall not be cancelled or modified until thirty (30) days after prior written notice of such cancellation or modification has been provided to Grantor. Such evidence shall be delivered to Grantor promptly after the date hereof and annually thereafter.

H. Notices. Notices required under this Easement shall be in writing and mailed, delivered by overnight courier or sent by facsimile to the addresses listed below, with a copy thereof to such other person or persons (which copy shall not constitute notice) as Grantor or Grantee may designate in writing to the other from time to time:

To Grantor:

Meriwether Southern Oregon Land &  
Timber L LC  
c/o Forest Capital Partners  
One Financial Center, 28<sup>th</sup> Floor  
Boston, Massachusetts 02111  
Attention: Scott Jones  
Facsimile: 627-832-2921

To Grantee:

Boise Cascade, L.L.C.  
1111 West Jefferson Street  
Boise, Idaho 83728  
Attention: General Counsel  
Facsimile: (208) 384-4912

I. Sale of Portion of Grantor Parcel. Grantor may, without Grantee's consent, sell up to an aggregate over the Term of twenty two and ½ percent (15%) of the acreage of the Grantor Parcel free and clear of the Easement, provided that (i) such sale does not materially interfere with access needed for the Grantee Parties' ongoing wood products manufacturing business, or (ii) at Grantee's request, Grantor grants to Grantee an access easement, in a form consistent with this Agreement and otherwise reasonably acceptable to Grantee, over other timberlands owned or controlled by Grantor, which alternate easement shall provide reasonably equivalent rights to those granted under the portion of the Easement to be released. Provided that the foregoing conditions have been satisfied, Grantee shall promptly deliver to Grantor a partial release, or other applicable instrument, evidencing the release of such portions of the Grantor Parcel from the Easement.

J. Miscellaneous.

(i) No Waiver. The failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

(ii) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contemplated herein and supersedes all oral statements and prior writings with respect to the subject matter contemplated herein. Any other agreements regarding the subject matter contemplated herein, whether written or oral, are terminated.

(iii) Modification and Changes. This Agreement may only be changed or modified by an agreement in writing signed by both parties or their respective successors and assigns.

(iv) Choice of Law. This Agreement shall be governed by the laws of the State of Oregon, irrespective of its conflicts of law rules.

(v) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

(vi) Recitals. The above-stated recitals are hereby incorporated as if fully set forth herein.

(vii) Definitions.

(a) Affiliate. For purposes of this Agreement, the term Affiliate shall mean any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the party specified. For these purposes, control means the possession directly or indirectly of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b) Person. For purposes of this Agreement, the term Person shall mean an individual, a partnership, a corporation, an association, a joint venture, a joint stock company, a trust, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

*[The remainder of this page is intentionally left blank.]*

09115

IN WITNESS WHEREOF the parties signed this Easement on the dates written above.

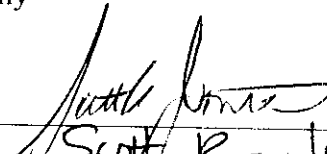
**GRANTOR:**

MERIWETHER SOUTHERN OREGON LAND &  
TIMBER L L C , a Delaware limited liability  
company

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

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

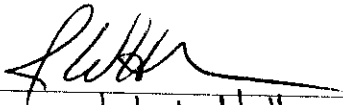
Title: \_\_\_\_\_

  
Name: Scott R. Jones  
Title: Managing Director of  
Forest Capital Partners, LLC, its  
Manager

09116

**GRANTEE:**

BOISE CASCADE, L.L.C.  
a Delaware limited liability company

By:   
Name: John Holleran  
Title: Executive Vice President



OF FOREST CAPITAL  
PARTNER, LLC, ITS MANAGER

GRANTOR:

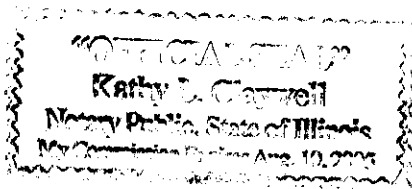
STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK     )

09117

I, KATHY L. CLAYWELL Notary Public, do hereby certify that  
Scott B. Jones, the Managing Director of Meriwether Southern  
Oregon Land & Timber LLC, a Delaware limited liability company, personally known to me  
to be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that he (or she) signed and delivered the said instrument as  
his (or her) free and voluntary act and as the free and voluntary act of said limited liability  
company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 4<sup>th</sup> day of February, 2005.

(Seal)



Kathy L. Claywell  
Notary Public

**GRANTEE:**

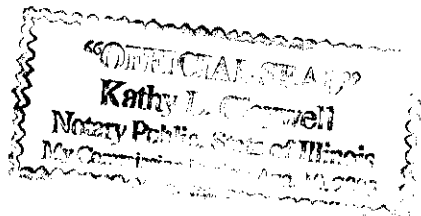
STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF COOK        )

**09118**

KATHY L. CLAYWELL, Notary Public, do hereby certify that  
John Haller, the Exec. VP of Boise Cascade, L.L.C., a  
Delaware limited liability company, personally known to me to be the same person whose name  
is subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he (or she) signed and delivered the said instrument as his (or her) free and  
voluntary act and as the free and voluntary act of said limited liability company, for the uses and  
purposes therein set forth.

Given under my hand and official seal, this 4<sup>th</sup> day of February, 2005.

(Seal)



Kathy L. Claywell  
Notary Public

09119

**Exhibit A**

(Grantor Parcel)

*[See Attached.]*

## Exhibit "A"

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

The SE 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, EXCEPTING therefrom that portion conveyed to the United States of America for road, by deed recorded October 15, 1962 in Volume 340 page 658, Deed records of Klamath County, Oregon.

The SE 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

The N 1/2 SW 1/4 and SW 1/4 SW 1/4 of Section 4, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

SW 1/4 SE 1/4, E 1/2 SW 1/4, SE 1/4 NW 1/4 of Section 18, Township 38 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

Lots 3 and 4 (the N 1/2 NW 1/4), SE 1/4 NW 1/4, SW 1/4 NE 1/4, NE 1/4 SW 1/4, W 1/2 SE 1/4 and the SE 1/4 SE 1/4 of Section 6, Township 39 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon.

Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 20: S 1/2 S 1/2

Section 30: All

Section 32: All

Section 33: SE 1/4 SE 1/4

Section 34: All

Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Section 3: NW 1/4 NW 1/4

Section 4: S 1/2 NW 1/4, N 1/2 SW 1/4, SE 1/4

Section 5: E 1/2 SW 1/4

Section 6: All

Tax Parcel Number: 70988 and 70997 and 71004 and 71068 and 73869 and 73878 and 617997 and 617817 and 618013 and 78141 and 78178 and 78187 and 78196