

ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT is granted this 8th day of December, 2005, by LOUISE PATTERSON AND JAMES C. ROSS and MARILYN J. ROSS, and LOUISE PATTERSON, JAMES C. ROSS and MARILYN ROSS, same person as MARILYN J. ROSS, a general partnership, hereinafter collectively referred to as "Grantor", to INLAND FIBER GROUP, LLC (Formerly known as U.S. Timberlands Klamath Falls, L.L.C.), a Delaware limited liability company, hereinafter referred to as "IFG", WITNESSETH:

I.

A. LOUISE PATTERSON, as tenants by the entirety, hereby grant and convey to IFG, a perpetual, non-exclusive Road Use Agreement over a strip of land twenty (20) feet wide over and across the following described lands in Klamath County, Oregon:

N1/2SE1/4

Section 5 - T41S-R8E, W.M.

being ten (10) feet on each side of the centerline of the road located approximately as shown in red on the attached Exhibit A.

Subject as to said lands to all matters of public record.

B. LOUISE PATTERSON, as tenants by the entirety as to an undivided one-third (1/3) interest, and JAMES C. ROSS and MARILYN J. ROSS, as tenants by the entirety as to an undivided two-thirds (2/3) interest, hereby grant and convey to IFG, a perpetual, non-exclusive Road Use Agreement over a strip of land twenty (20) feet wide over and across the following described lands in Klamath County, Oregon:

SW1/4NE1/4; S1/2NW1/4
S1/2NE1/4; S1/2NW1/4
E1/2NE1/4

Section 4 - T41S-R8E, W.M.
Section 5 - T41S-R8E, W.M.
Section 6 - T41S-R8E, W.M.

being ten (10) feet on each side of the centerline of the road located approximately as shown in green on the attached Exhibit A.

Subject as to said lands to all matters of public record.

C. LOUISE PATTERSON, and JAMES C. ROSS and MARILYN ROSS, same person as MARILYN J. ROSS, a general partnership, hereby grant and convey to IFG, a perpetual, non-exclusive Road Use Agreement over a strip of land twenty (20) feet wide over and across the following described lands in Klamath County, Oregon:

over the counter: Gray, Grace M

A twenty (20) feet by one hundred (100) feet portion of the strip of land conveyed by Southern Pacific Transportation Company to LOUISE PATTERSON, JAMES C. ROSS and MARILYN J. ROSS, a general partnership, by Bargain and Sale Deed recorded in Vol. M81, Page 21699, Klamath County Records, said strip of land is described as follows:

A strip of land one hundred (100) feet wide, lying fifty (50) feet on each side of the surveyed "H" centerline of California Northeastern Railway Company's proposed railroad as located and marked by stakes set in the ground at distances of fifty (50) feet and less, and extending from the South line of the East Half (E1/2) of Section Five (5), Township Forty-one (41) South, Range Eight (8) East, Willamette Meridian; thence Northerly and Easterly over and across the East Half (E1/2) of said Section Five (5); to the North line of said Section Five (5), a distance of fifty six hundred (5,600) feet, more or less,

being ten (10) feet on each side of the centerline of the road located approximately as shown in yellow on the attached Exhibit A.

Subject as to said lands to all matters of public record.

II.

It is mutually agreed by the parties hereto the rights herein granted are subject to the following terms and conditions:

1. IFG shall have the right to construct, reconstruct, use and maintain a roadway over the strips of land described above. IFG shall have the right to use said roadway for ingress and egress to timber property now owned by IFG located in portions of Sections 16, 20, 22, 26, 28, 33, 35, 36, T40S-R7E, W.M., and portions of Sections 1, 2, 3, 4, 10, 11, 12, 13, 14, T41S-R7E, W.M., and portions of Sections 6, 7, T41S-R8E, W.M. for timber management and harvest purposes only. The intent of this provision is to limit use of the strips of land by IFG to timber management and timber harvest purposes only.

2. Grantor reserves the right to relocate any portion, or portions of said road that may become unusable thereof; provided, however, that:

- (a) Such relocation(s) shall be at Grantor's expense;
- (b) Grantor shall provide a road of sufficient width for a single lane of logging truck traffic with intervisible turnouts, together with such culvert drains as Grantor may elect to install;
- (c) Grantor shall not be required to provide any rock or cinders for any such relocations;
- (d) IFG may elect to install additional culvert drains without further permission from the Grantor;

(e) IFG may, at no expense to Grantor, elect to rock and cinder any such road relocation(s).

3. Upon completion of any relocated portions of road as aforesaid, IFG and Grantor shall join in the execution of a recordable amended Road Use Agreement which shall provide for like rights in the road as relocated and which shall also effect a release from this agreement of the road which shall thenceforth no longer be subject to this agreement.

4. Grantor reserves the exclusive right to grant further road use agreements across the described land provided such agreements do not unreasonably interfere with the rights granted IFG hereunder.

5. Grantor reserves the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said road, and to use said road in any manner that will not unreasonably interfere with the rights granted IFG hereunder.

6. In the event the IFG property located as described in Section II - Item 1. is divided or subdivided in any manner said Road Use Agreement will remain with the largest parcel.

7. When either party is the sole user of said road, or any portion thereof, such party shall maintain that portion of said road so used at its sole expense. However, during periods of time when other parties are using the same portions of said road, maintenance shall be in proportion to each party's use. IFG shall repair all road damage resulting from the exercise of its rights hereunder as soon as it is reasonably practicable to do so. IFG shall restore their proportional share of rock wear on the road between the approximate center of the NE 1/4 of Section 4, T41S, R8E, W.M. and the old Southern Pacific Railroad crossing in the NW 1/4 of the SE 1/4 of Section 5, T41S, R8E, W.M. to the condition it was in prior to IFG's timber harvest activity, including replacing cinders.

For the purpose of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Grantor and IFG shall meet prior to and following each timber harvest to review haul, maintenance, and rock wear of Grantor, IFG and other parties of said road to determine current road condition and any future rock replacement and to provide for any necessary repairs and rock replacement to be done as soon as it is reasonably practicable to do so.

IFG shall maintain the road to avoid any violation of statute, ordinance, rule or regulation that relates to IFG's operation or action. Grantor shall maintain the road to avoid any violation of statute, ordinance, rule or regulation that relates to Grantor's operation or action.

8. Grantor has made no representation as to the present or future condition of its property, or the character of the traffic on its roads, and IFG assumes all risk of damage to property of and injury to IFG in connection with the exercise of rights granted hereunder.

9. IFG shall indemnify and hold harmless Grantor against all claims or liabilities asserted by third persons resulting directly or indirectly from IFG's acts or omissions hereunder whether negligent or otherwise.


10. Grantor reserves all timber now on or hereafter growing within said road.

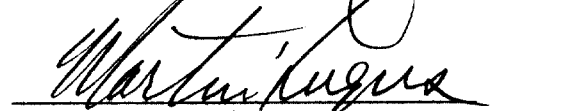
11. The Road Use Agreement recorded March 16, 1966 in Volume M66, page 2231, Microfilm Records of Klamath County, Oregon is terminated.


12. The rights and obligations hereunder shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year hereinabove first written.

TIMBER RESOURCE SERVICES, LLC
Managing Company of Inland Fiber Group,
LLC


Louise Patterson
As an individual and as a general partner


Martin Lugas
Vice President/General Manager


James C. Ross
As an individual and as a general partner

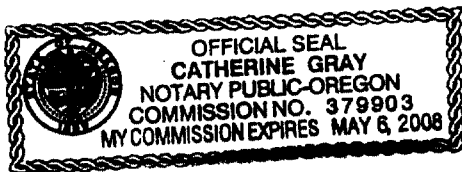

Marilyn J. Ross
As an individual and as a general partner

STATE OF OREGON)
)
COUNTY OF KLAMATH)

ss.

On this 8th day of December, 2005, before me personally appeared Martin Lugas, to be known to be the Vice President/General Manager, respectively, of TIMBER RESOURCE SERVICES, LLC, Manager of INLAND FIBER GROUP, LLC (formerly known as U.S. TIMBERLANDS KLAMATH FALLS, L.L.C.) the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Catherine Gray
Notary Public in and for the State of Oregon
Residing at Midland

STATE OF OREGON)
)
COUNTY OF KLAMATH)

ss.

On this 8th day of December, 2005, before me personally appeared Louise Patterson, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and



Catherine Gray
Notary Public in and for the State of Oregon
Residing at Midland

STATE OF OREGON)
)
COUNTY OF KLAMATH)

ss.

On this 8th day of December, 2005, before me personally appeared James C. Ross, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.



Catherine Gray
Notary Public in and for the State of Oregon
Residing at Midland

STATE OF OREGON)
)
COUNTY OF KLAMATH)

ss.

On this 8th day of December, 2005, before me personally appeared Marilyn J. Ross, to me known to be the individual described in, and who executed the above and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

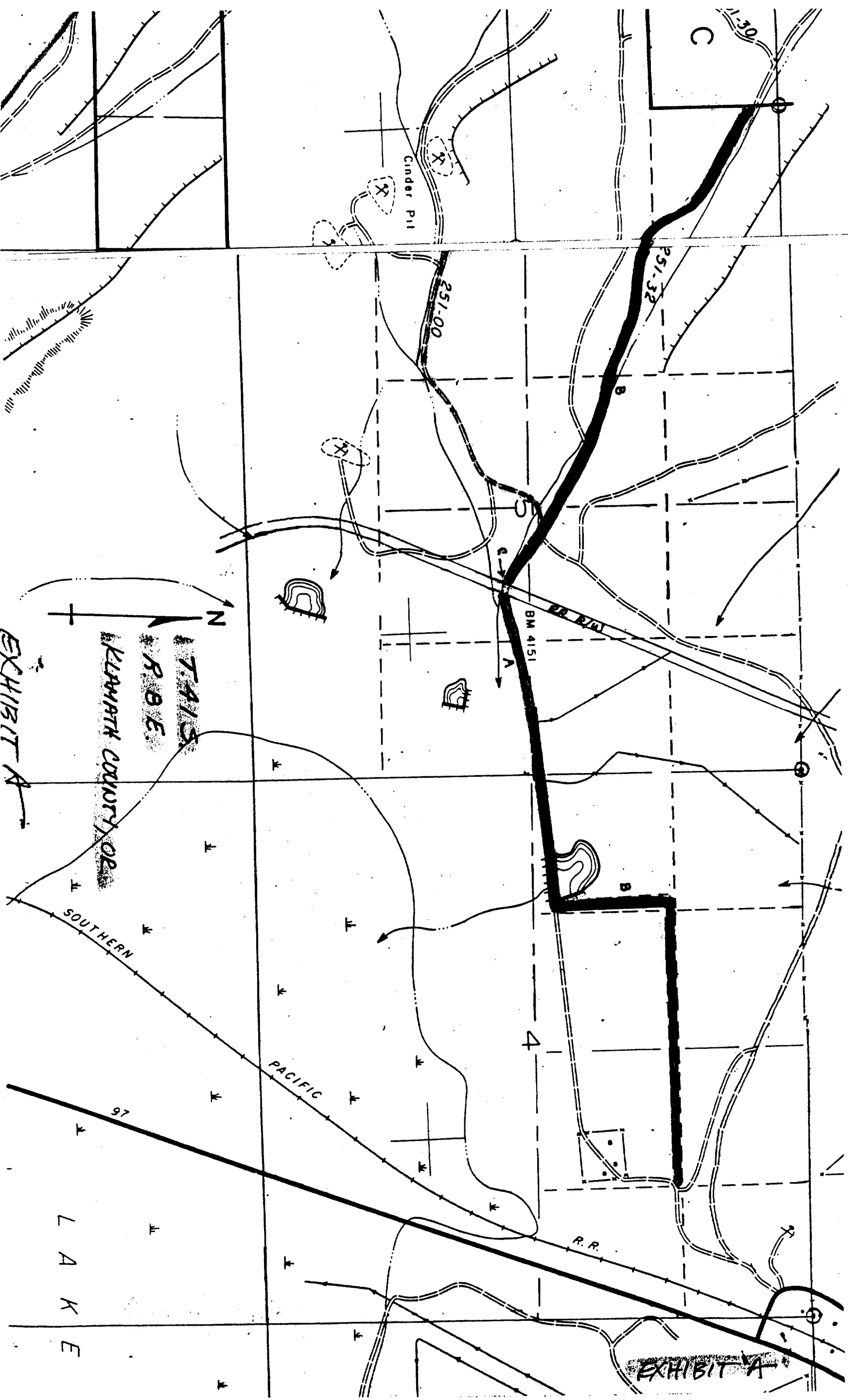
IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year first above written.



Catherine Gray
Notary Public in and for the State of Oregon
Residing at Midland

Road Use Agreement.

Louise Patterson, James C. Ross, Marilyn Ross



C

Cinder Pit

251-00

251-32

BM 4151

R.R.

B

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PACIFIC

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LAKE

EXHIBIT A

EXHIBIT A

KLAHATH COUNTY, ORE.

7.415

R.O.E.