

WHEN RECORDED RETURN TO:

NAME: Timothy M. Parks
ADDRESS: Ball Janik LLP
101 S.W. Main Street
Suite 1100
CITY, STATE, ZIP: Portland, OR 97204-3219



200412280138
Skagit County Auditor

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CHICAGO TITLE IC30054 ✓

DOCUMENT TITLE(S)

1. Declaration of Access Easements
(Cokedale Mine Easements)

DECLARANT: CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, Debtor-in-Possession under Jointly Administered Case No. 03-11258-PHX-RJH in the United States Bankruptcy Court for the District of Arizona filed on June 29, 2003 under Chapter 11 of Title 11 of the United States Code

☐ Additional names on page _____ of document

LEGAL DESCRIPTION:

Portions of Sections 2, 3, 4, 5, 8, 9, 10 and 11 in T35N, R5E,
W.M., Skagit County.

☒ Additional legal description is on Exhibit B of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

350502-1-001-0009; 350503-0-002-0009; 350503-3-001-0004; 350504-1-001-0007; 350505-1-001-0006; 350509-1-002-0001; 350510-0-003-0009; 350510-1-001-0009; 350510-1-002-0008; 350510-1-003-0007; 350510-2-001-0007; 350510-2-003-0005; 350510-3-001-0005; 350510-4-001-0003; 350510-4-002-0002; 350511-2-002-0005.

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After Recording, Return to:

Ball Janik LLP
Timothy M. Parks
101 SW Main Street, Suite 1100
Portland, OR 97204

Until a change is requested, all
tax statements shall be sent to the
following address:

No Change

DECLARATION OF ACCESS EASEMENTS

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DATED: December 20, 2004

BY: CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware
limited partnership, Debtor-in-Possession under Jointly
Administered Case No. 03-11258-PHX-RJH in the United
States Bankruptcy Court for the District of Arizona filed on
June 29, 2003 under Chapter 11 of Title 11 of the United
States Code

DEC 28 2004

Amount Paid
By Skagit Co. Treasurer Deputy



("Declarant")

Recitals:

A. Declarant is the owner of the real property located in Skagit County, Washington depicted on the attached Exhibit A and legally described on the attached Exhibit B (the "Property").

B. Declarant desires to subject the Property to non-exclusive, perpetual easements for access, ingress and egress to, through and from the Property over and across the roadways depicted on said Exhibit A (the "Roadways") for the benefit of all of the current and future owners of all or any portion of the Property (each such person being an "Owner") and their respective agents, employees, contractors, guests, tenants, and invitees (collectively, "Permitted Users"), all on the terms and conditions set forth in this Declaration of Access Easements (this "Declaration").

Declaration:

NOW, THEREFORE, Declarant hereby declares and imposes upon the Property, for the benefit of the Property and the Owners, the following rights and burdens of joint use of the Roadways:



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1. Declaration of Access Easements

Subject to the restrictions, covenants, and conditions set forth in this Declaration, Declarant hereby declares and creates, for the benefit of all existing and future Owners of any portion of the Property and their respective Permitted Users, a non-exclusive, perpetual easement over and across the Roadways for the purpose of access, ingress and egress to and from each such Owner's portion of the Property and any property contiguous to the Property owned by such Owner.

2. Rights and Restrictions

Each Permitted User's use of the Roadways shall cause a minimum amount of interference to the use of the Roadways by every other Permitted User, and each Owner and its Permitted Users shall be prohibited from: (i) blocking, obstructing, or placing any unreasonable barrier on the Roadways, or (ii) using any portions of the Roadways which are not reasonably necessary or convenient for the limited purpose of obtaining access, ingress and egress to and from the portion of the Property owned by each such Owner. Each Owner and its Permitted Users shall act in good faith and use reasonable efforts to allow the mutual benefit arising from the use of, and the right of access, ingress and egress over and across, the Roadways.

3. Alteration or Relocation of Roadways.

Each Owner may alter or relocate any portion of the Roadways situated on that Owner's portion of the Property so long as such alteration or relocation does not materially impair the access, ingress and egress to, through, and from any other Owner's portion of the Property, or cause any portion of the Property to be in violation of any federal, state or local law, ordinance, rule, regulation or order relating to access requirements. If any portion of the Roadways is relocated, the Owner relocating the portion of the Roadway may record an instrument indicating the location of the relocated portion of the Roadways and such instrument shall serve to amend this Declaration to conform to the relocated portion of the Roadways

4. Maintenance and Repair

Each Owner shall promptly repair, or cause to be repaired, at its own expense, any damage to the Roadways caused by such Owner or its Permitted Users. Each Owner shall restore the Roadways at the end of each season of use thereof to the condition of the same existing prior to the commencement of such use. In the event of joint use of a Roadway by Owners (or their Permitted Users) during any period, the using Owners shall contribute to the maintenance and repair thereof in proportion to the volume of timber transported by each over such Roadway during the period of joint use (or in the case of non-timber use, in proportion to the damage generated by such use). The Owner performing the maintenance or repair shall be entitled to receive from the other Owner(s) its prorata share of the cost of such maintenance and repair, payment for which shall be paid on or before the 30th day of the month following the month in which the maintenance or



repair is performed and notice thereof is provided to the other Owner(s). If any Owner shall fail to contribute its share of maintenance and repair costs, its right to further use of the Roadways shall be suspended while such Owner is so in default. Anything to the contrary contained herein notwithstanding, if any maintenance or repair is necessary or prudent due to the negligence or willful misconduct of an Owner or such Owner's Permitted Users, such Owner shall be responsible for all of the costs of such repair and maintenance..

5. Covenants and Easements to Run with Land; Termination

This Declaration shall be permanent and shall run with the land as to all of the Property benefited and burdened by such covenant and easement, including any partition or division thereof. The rights, covenants and obligations contained in this Declaration shall bind, burden and benefit each of the Owners and their respective Permitted Users, heirs, successors and assigns. Notwithstanding the foregoing, this Declaration may be terminated by the unanimous written agreement of the Owners of the Property; provided that any such termination shall become effective only if duly acknowledged and recorded in the Real Property Records of Skagit County, Washington.

6. Conformance with Other Requirements

All uses of the Roadways pursuant to this Declaration shall be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations, and requirements.

7. Indemnification; No Liability; Release

Each Owner shall indemnify, protect, defend, and save the other Owners harmless from, for, and against any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage arising out of the use of any of the Roadways described herein by the indemnifying Owner or such Owner's Permitted Users, except to the extent caused by the negligence or willful misconduct of the indemnified Owner or its Permitted Users. An Owner shall be released from any further liability hereunder when such Owner no longer owns any portion of the Property, except for any liability arising during the period of its ownership.

8. Enforcement; Attorneys' Fees

If any Owner is in breach of this Declaration, any nonbreaching Owner may enforce this Declaration by way of any available legal or equitable remedies, including, without limitation, specific performance or injunctive relief. In the event a suit or action is instituted to enforce or interpret any provision of this Declaration, 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, in addition to all other amounts provided by law.

9. No Dedication

Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Roadways to or for the general public or for any public purpose whatsoever.

10. Waiver

Failure of any Owner to require performance of any of the provisions of this Declaration shall not limit the right of any of them to enforce such provision, nor shall any waiver of any breach of any provision of this Declaration constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

11. Modification

The terms of this Declaration may be modified only upon the consent of all of the Owners of the Property, as evidenced by its execution of a written instrument that is recorded in the Real Property Records of Skagit County, Washington.

[REMAINDER OF PAGE LEFT BLANK]



IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

Declarant:

CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware limited partnership

By: CROWN PACIFIC MANAGEMENT
LIMITED PARTNERSHIP,
its General Partner

By:

Title:

P. A. Leinweber
Vice President

STATE OF OREGON)

County of Multnomah)

ss.

The foregoing instrument was acknowledged before me on December 20th, 2004, by P. A. Leinweber, as Vice President of Crown Pacific Management Limited Partnership, General Partner of Crown Pacific Limited Partnership, a Delaware limited partnership, on behalf of the company.

Katherine A. Inman
Notary Public for Oregon

My Commission Expires: 11/21/04

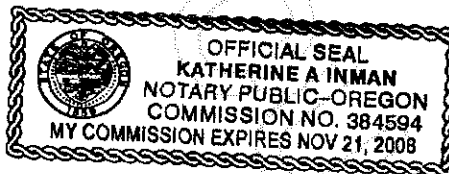


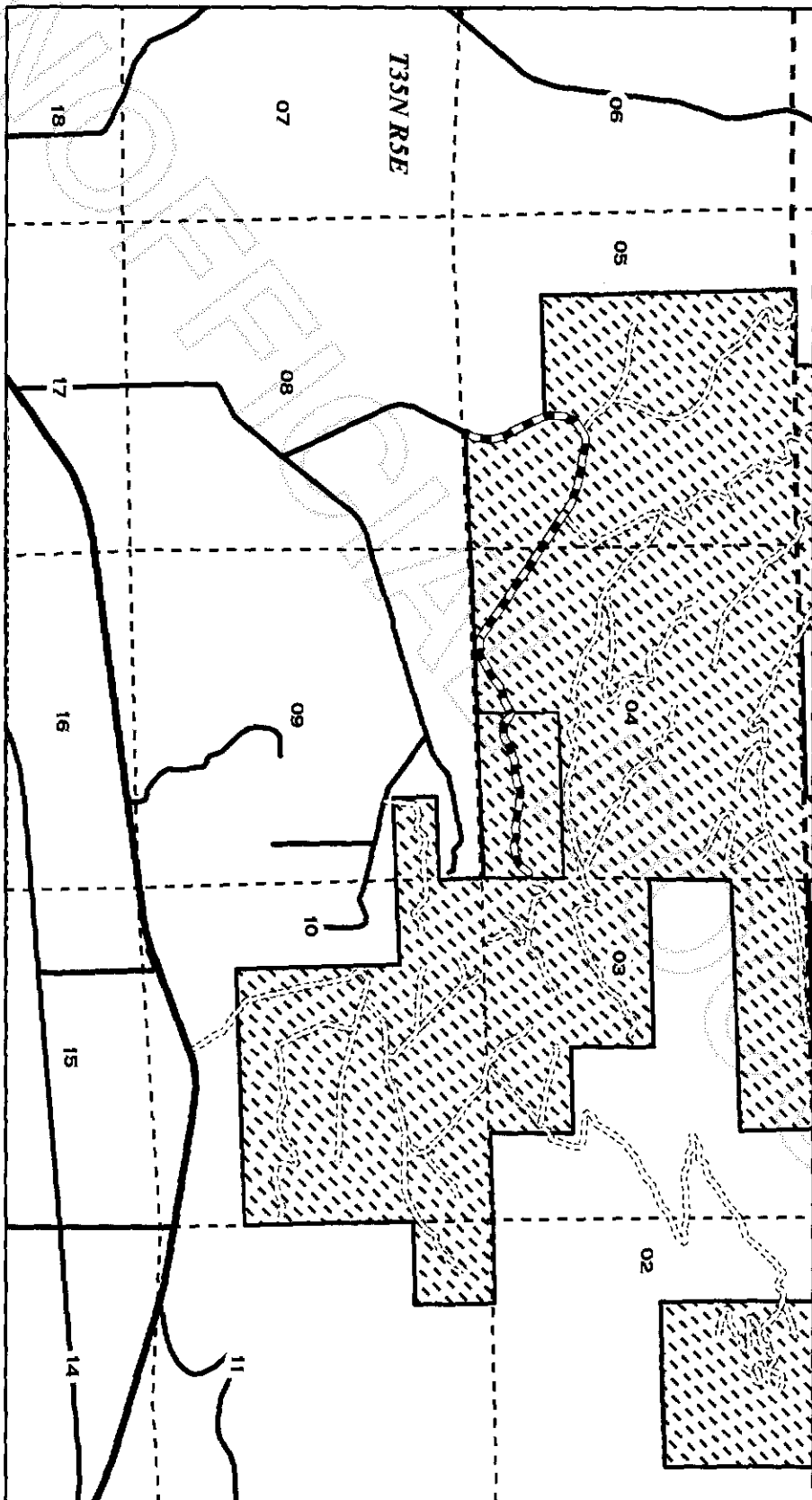
Exhibit A Cokedale Mine Easements, Skagit County, Washington

Sections 4 and 5 1/4 Township 35 North, Range 5 East W.M.

Ownership and transportation data from Crown Pacific LP

0 0.5 1 Miles

December 16, 2004



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EXHIBIT "B"
LEGAL DESCRIPTION
(Benefited Property - Cokedale Mine Easements)

TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SKAGIT COUNTY, WA

- Section 2: Government Lots 2 and 3; the Southeast Quarter of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter
EXCEPT road rights of way
- Section 3: Government Lots 2, 3 and 4; the Southwest Quarter; the Southwest Quarter of the Southeast Quarter
EXCEPT road rights of way
- Section 4: All
EXCEPT road rights of way
- Section 5: The Northeast Quarter; the East Half of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter; the North Half of the Southeast Quarter; that portion of the South Half of the Southeast Quarter, lying Easterly of the right of way of the Great Northern Railway Spur to Cokedale, as conveyed by instrument recorded in Volume 119 of deeds, Page 11, under Auditor's File No. 143999, records of Skagit County, Washington
TOGETHER WITH a 100 foot strip across the Southwest Quarter of the Southeast Quarter of said Section 5, as conveyed to Fairhaven and Southern Railroad Company, a corporation, by instrument dated October 11, 1890 and recorded December 18, 1890 in Volume 16 of deeds, page 625, records of Skagit County, Washington
EXCEPT road rights of way
AND EXCEPT that portion of the Southeast Quarter of the Southeast Quarter of said Section 5, described as follows:
Beginning at the Northeast corner of said subdivision; thence South 0°45'34" West along the Easterly limit of said subdivision 153.36 feet to the true point of beginning; thence continuing South 0°45'34" West, 42.88 feet; thence North 47°11'14" West, 286.46 feet to the Northerly limits of said subdivision; thence North 89°35'06" East along said Northerly limit, 5.90 feet; thence South 53°26'51" East, 254.96 feet to the true point of beginning
- Section 9: The South Half of the Northeast Quarter of the Northeast Quarter
EXCEPT road rights of way
- continued



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TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., CONTINUED

Section 10: The Northeast Quarter; the North Half of the Southeast Quarter; the North Half of the Northwest Quarter; the Southeast Quarter of the Northwest Quarter; the Northeast Quarter of the Southwest Quarter

TOGETHER WITH a strip of land 75 feet in width over and across that portion of the Southeast Quarter of the Southwest Quarter of said Section 10, lying North of State Highway right of way, the centerline of which strip is described as follows:

Beginning at a point on the North line of said State Highway right of way which is 145 feet West of the East line of said Southeast Quarter of the Southwest Quarter; thence in a Northwesterly direction to a point on top of the bank lying to the West of Coal Creek, which is 300 feet North of the North line of State Highway right of way; thence in a Northwesterly direction along the edge of said bank to a point on the North line of said Southeast Quarter of the Southwest Quarter; which is 835 feet East of the West line of said Southeast Quarter of the Southwest Quarter, and the terminal point of said line

EXCEPT road rights of way

Section 11: The Northwest Quarter of the Northwest Quarter
EXCEPT road rights of way



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