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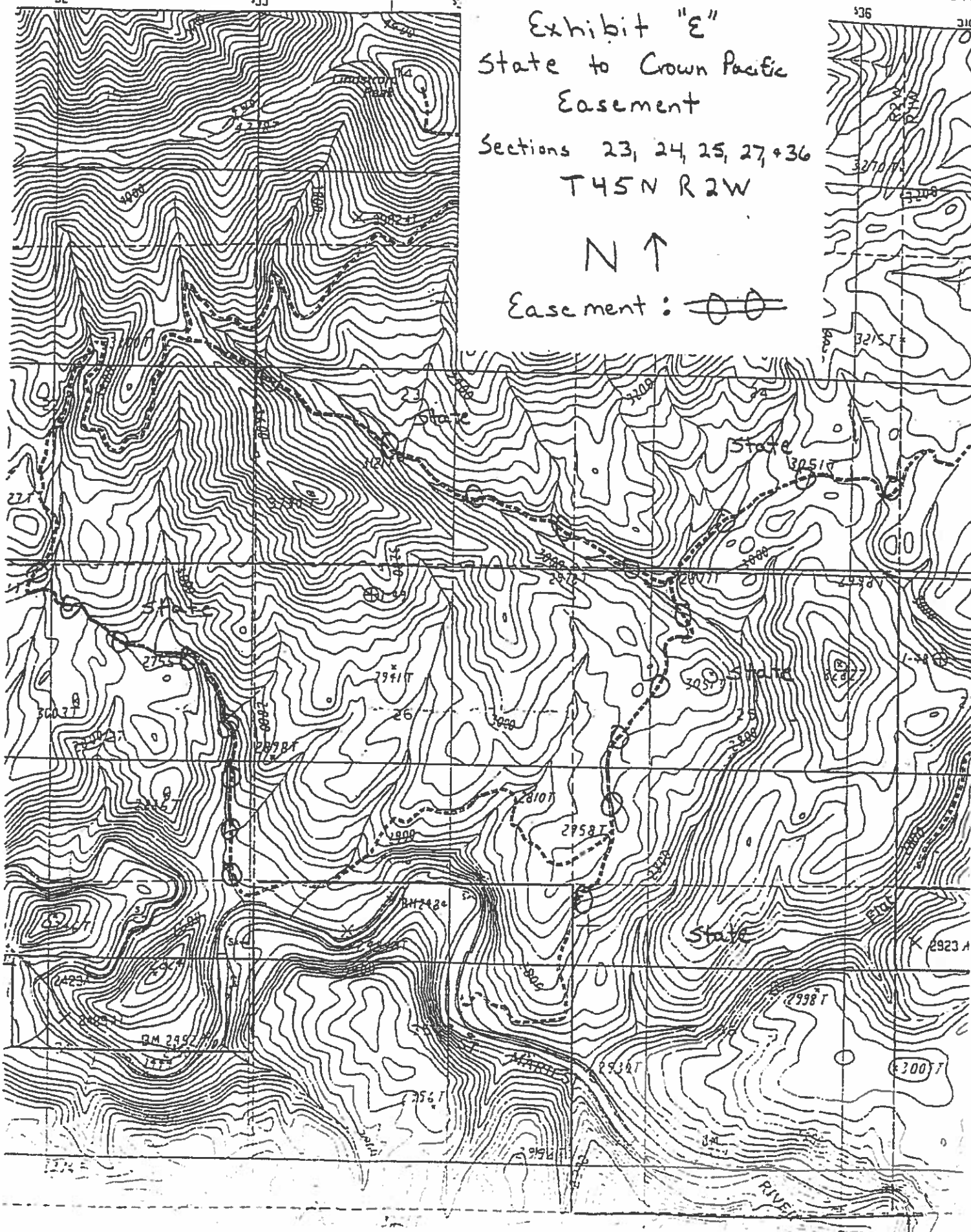
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219505
7.5 MIN

Exhibit "E"
State to Crown Pacific
Easement
Sections 23, 24, 25, 27, & 36
T45N R2W

N ↑

Easement : 



(K)
1631960

(SH 393427)
STATE OF IDAHO
EASEMENT NO. 6210

SH 7017
K 7017
BEN 7017

(219505)
BEN

THIS INDENTURE, dated this 14th day of March, 2000, by and between the STATE OF IDAHO, DEPARTMENT OF LANDS, 945 West Jefferson, P.O. Box 83720, Boise, ID 83720-0050, as party of the first part (Grantor) and Crown Pacific, LP, P.O. Box 729, Coeur d'Alene, ID 83816, as party of the second part (Grantee):

WITNESSETH, that for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the granting of a reciprocal easement (State of Idaho Acquired Easement No. 546), the Grantor does hereby grant to the Grantee, its successors and assigns, forever, a permanent easement for the purpose of constructing, reconstructing, maintaining, and using roads over and across the following described lands situated in BENEWAH, KOOTENAI, and SHOSHONE COUNTIES, State of Idaho, to wit:

A strip of land sixty-six (66) feet wide, being thirty-three (33) feet on each side of a centerline with additional width as required for cuts and fills as shown on Exhibits A through H attached hereto and made a part hereof:

Exhibit A (1 acre, more or less)

Township 44 North, Range 3 West, B.M.
Section 16: E2NE4

Exhibit B (28 acres, more or less)

Township 44 North, Range 3 East, B.M.
Section 1: Lot 4
Section 2: Lot 1, NW4SE4
Section 11: NW4NW4, NW4SW4
Section 12: SW4NE4

Township 45 North, Range 3 East, B.M.
Section 36: NE4NE4, S2N2, N2SW4, SW4SW4, NE4SE4

Exhibit C (25 acres, more or less)

Township 45 North, Range 1 West, B.M.
Section 18: Lot 1, NE4NW4

Township 45 North, Range 2 West, B.M.
Section 12: S2NE4, SE4NW4, NE4SW4, N2SE4, SE4SE4
Section 13: E2NE4

STATE OF IDAHO } SS
COUNTY OF KOOTENAI }
DEPT. OF LANDS

Dept of Lands

APR 18 3 45 PM '00

DEPUTY DEUTCH

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Exhibit D (78 acres, more or less)

- ✓ Township 45 North, Range 1 West, B.M.
Section 24: SW4NE4, S2NW4
- ✓ Township 45 North, Range 1 East, B.M.
Section 16: E2, N2NW4, SE4NW4, NE4SW4, S2SW4
Section 19: Lot 2, SE4NW4, NE4SW4, NW4SE4, S2SE4
Section 20: E2NE4
Section 21: N2SE4
Section 28: S2NE4, NE4SW4, S2SW4, SE4
Section 30: NE4

Exhibit E (42 acres, more or less)

- ✓ Township 45 North, Range 2 West, B.M.
Section 23: SW4NW4, N2SW4, SE4SW4, NW4SE4, S2SE4
Section 24: S2SW4, SE4
Section 25: NW4, W2SW4
Section 27: NE4, NE4NW4, E2SE4
Section 36: NW4NW4

Exhibit F (17 acres, more or less)

- ✓ Township 45 North, Range 3 East, B.M.
Section 16: S2N2, SE4

Exhibit G (3 acres, more or less)

- ✓ Township 46 North, Range 1 West, B.M.
Section 16: S2SW4

Exhibit H (26 acres, more or less)

- ✓ Township 47 North, Range 1 West, B.M.
Section 4: NW4SW4
Section 5: Lot 1, SE4NE4, E2SE4
Section 9: NE4NE4
Section 16: N2NE4, SW4NE4, SE4NW4, E2SW4, NW4SE4, S2SE4
- ✓ Township 48 North, Range 1 West, B.M.
Section 31: NW4NE4

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If the road is located substantially as described herein, the centerline of said road as now constructed is hereby accepted by the Grantor as the true centerline or reference line of the easement granted.

Subject to the following terms:

1. The boundary lines of said easement shall be prolonged or shortened to begin on and conform to the property lines.
2. The Grantor reserves to itself, its successors and assigns, all timber, present and future, within the easement area.
3. The Grantee will comply with all state laws and with all rules and regulations of the State Board of Land Commissioners pertaining to watershed protection and with the Stream Channel Protection Act as designated in Chapter 38, Title 42 of the Idaho Code.
4. The Grantee will indemnify, defend and hold the Grantor and its agents, employees, and contractors harmless from and against any and all demands, claims, or liabilities of every nature whatsoever, arising directly or indirectly from or in any way connected with the use authorized under this easement.
5. It is further agreed that when an authorized officer of the Grantee determines that the road described above is to be used in connection with the sale of timber from state land, the purchaser of such standing timber, his agents, employees, and assigns will have the right to use said road for the purpose of performance of such timber sale contracts. The timber sale contract will provide that if the purchaser of the timber uses the road described herein, said road will be maintained and left in a condition that is as good as or better than the condition the road was in prior to use by the Grantee. At other times, the road will be maintained by the Grantee only as deemed necessary by the Grantee's use in its normal and continuing management of lands serviced by said road easement.
6. It is further understood and agreed that the road is not a public road, and that the rights, privileges, and authorities herein granted are for the use of the Grantee, its successors and assigns, forever, for any and all purposes deemed necessary or desirable in connection with the control, management, and administration of the Grantee's lands, or the resources thereof including hauling logs and other forest products, hauling minerals, including sand and gravel, hauling agricultural products, and moving livestock to and from Grantee leased lands, and for access to all lands for fire prevention and control.

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7. Road maintenance will be allocated on the basis of respective uses of said roads. When either party uses the road, the party will perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party will maintain that portion of said road so used to the standards existing at the time such use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto will meet and establish necessary maintenance provisions. Such provisions will include, but not be limited to:

(a) The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed upon rate the maintenance of the road or the portion thereof being used; and

(b) A method of payment by which party used said road or a portion thereof, will pay its pro rata share based on volume hauled of the cost incurred by said maintainer in maintaining said road or portion thereof.

8. Each party using any portion of a road will repair or cause to be repaired at its sole cost and expense that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road. Should inordinate damage to a road occur which is not caused by an authorized user of said road, the parties hereto will meet to agree upon the cost replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

9. Unless the parties hereto agree in writing to share the costs of improvements in advance of such improvements being made, such improvements will be solely for the account of the improver.

10. Nothing in this instrument will be construed as binding the Grantee to perform beyond its legal authority, or to expend any monies in excess of appropriations or other authorized funds available for such purposes.

**State of Idaho
Easement No. 6210
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IN WITNESS WHEREOF, the State Board of Land Commissioners has caused these presents to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Department of Lands.

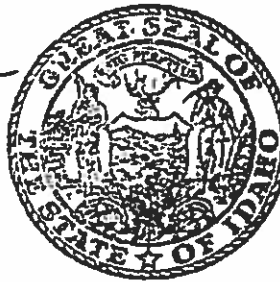
~~STATE BOARD OF LAND COMMISSIONERS~~

Governor of the State of Idaho and
President of the State Board
of Land Commissioners

Countersigned

Secretary of State

Director, Department of Lands



* * * * *

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 14th day of March, 2000, before me, a Notary Public in and for said State, personally appeared **DIRK KEMPTHORNE**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **PETE T. CENARRUSA**, known to me to be the Secretary of State of the State of Idaho; and **STANLEY F. HAMILTON**, known to me to be the Director of the Department of Lands of the State of Idaho, that executed the said instrument and acknowledged to me that such State of Idaho and State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

Notary Public for Idaho

Residing at

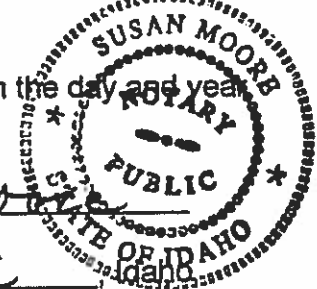
My commission expires 6-8-2021

Exhibit "C"
State to Crown Pacific
Easement
Section 18 T45N R1W
and
Sections 12 and 13
T45N R2W

N ↑ Easement: 
PROPOSED RD: 

