

106074

BOOK 111 PAGE 420

FILED FOR RECORD  
 SKAMANIA CO. WASH  
 SKAMANIA CO. TITLE  
 31 10 26 AM '88  
 OCTOBER  
 AUDITOR  
 ARY M. OLSON

RESTATEMENT OF ROAD USE AGREEMENT

SK-14777

THIS AGREEMENT is made and entered into as of the 20th day of October, 1988, by and between CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation ("Cavenham"), and BOISE CASCADE CORPORATION, a Delaware corporation ("Boise Cascade"). Hereafter, sometimes "the parties."

## W I T N E S S E T H:

WHEREAS, by deeds dated as of June 24, 1968 ("Deeds"), Crown Zellerbach Corporation, predecessor in interest to Cavenham, conveyed to Boise Cascade certain real property located in the states of Oregon and Washington and in the Deeds reserved and made reference to certain easements;

WHEREAS, Cavenham's predecessor in interest and Boise Cascade entered into that certain Easement Agreement dated as of June 28, 1968, as contemplated by the Deeds;

WHEREAS, by agreement entitled Supplement to Easement Agreement dated July 24, 1970, between Cavenham's predecessor in interest and Boise Cascade, the parties amended the Easement Agreement by adding additional roads thereto (said amended Easement Agreement is herein referred to as the "Easement Agreement");

WHEREAS, Cavenham's predecessor in interest and Boise Cascade entered into that certain agreement entitled Road Use Agreement dated as of June 28, 1968 ("Road Use Agreement"), which Road Use Agreement is referred to in and incorporated into the Easement Agreement;

WILMA J. CORNWALL  
 TREASURER OF SKAMANIA COUNTY

Registered S  
 Indexed, Dir S  
 Indirect S  
 Filmed S  
 Mailed S

Glenda J. Kimmel, Skamania County Assessor

By: DK Parcel # 2-4-4000, 2-4-4100

2-5-26-1000, 2-5-25-200

WHEREAS, Cavenham and Boise Cascade desire to restate in their entirety the rights of the parties under the Road Use Agreement; and

WHEREAS, Cavenham and Boise Cascade intend that their rights and obligations with respect to the easements referred to in the Deeds and Easement Agreement remain unaffected by this restatement of their rights under the Road Use Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Revised Terms. The terms and conditions of the easements and rights-of-way referred to in the Road Use Agreement are restated in their entirety as set forth herein, and the terms and conditions upon which either party may use any road or easement over the lands of the other under Road Use Agreement from and after the date hereof, including without limitation, any road, easement, right-of-way, permit, or easements granted under the Road Use Agreement shall be as set forth herein. Notwithstanding anything to the contrary set forth herein, the terms and conditions of use and the rights and obligations of the parties with respect to the easements referred to in the Deeds, and Easement Agreement, which easements are more particularly described on Exhibit A attached hereto and by this reference made a part hereof, shall continue to be governed by the Easement Agreement and the terms of the Road Use Agreement incorporated therein by reference and said Road Use Agreement shall remain in effect with respect to said easements and as to said easements shall not be deemed amended or restated in any way by this Restatement of Easement. Recording information for the Deeds,

Easement Agreement, and Road Use Agreement is set forth on Exhibit B attached hereto and by this reference made a part hereof.

2. Easements. Boise Cascade grants to Cavenham perpetual nonexclusive easements over those roads and rights-of-way more particularly described on Exhibits C-1 through C-45 attached hereto and by this reference made a part hereof. Cavenham grants to Boise Cascade perpetual nonexclusive easements over those roads and rights-of-way more particularly described on Exhibit D-1 through D-52 attached hereto and by this reference made a part hereof. The term "grantee" as used herein shall mean Boise Cascade in reference to easements granted by Cavenham and Cavenham in reference to easements granted by Boise Cascade. The term "grantor" as used herein shall mean Boise Cascade in reference to easements granted by Boise Cascade and Cavenham in reference to easements granted by Cavenham. Where a road currently exists, the center line of each easement shall be the center line of the road depicted on the maps attached hereto, provided that if said road is not accurately depicted on the attached map, then the center line of the easement shall be the center line of the road as actually constructed. In the case of easements where no current road exists, the center line of the easement shall be the center line of the road hereafter constructed by either the grantor or the grantee at the location indicated on the maps attached hereto. In the event the road as constructed varies from the locations described on the attached maps, the center line of the easement granted herein shall be the

center line of said road as actually constructed. The width of the easements granted herein shall be 25 feet on each side of the center line of the roads described above plus such additional widths as now or may hereafter be reasonably necessary for cuts, fills, slopes, curves, culverts, and bridges or for repair of slides and slumps. The grantee of an easement granted herein shall have the right to go upon the easement for purposes of construction, reconstruction, maintenance, operation, repair, and replacement of the road thereon or such road as may hereafter be constructed on said easement.

3. Use. The grantee of each easement granted herein shall have the right to use the easement for access to lands, timber, or other resources now or any time hereafter owned or controlled by the grantee it assignees and successors in interests for any and all purposes. The easements shall be appurtenant to and run with the land of both the grantor and grantee, and shall be appurtenant to land of each grantee whether now owned or hereafter acquired

4. Regulations. The grantor of an easement shall have the right to promulgate traffic control and other regulations from time-to-time governing use of the easement, provided that, any such traffic control or other regulation shall be equally applicable to grantor and any third party using the easement with the consent of the grantor. The grantor of an easement shall have the right to close the road on an easement during periods of high fire danger or soft road conditions, provided grantor and any third party utilizing the road with the consent of the



grantor shall also have suspended its operations over the road in question. Grantee shall comply with all federal, state, and local laws, rules and regulations applicable to its activities on the easements granted herein.

5. Third-Party Use. The grantee of an easement may permit third parties to exercise the rights of the grantee under this Agreement to the extent such use by third parties is consistent with and limited to the purposes for which the easements granted herein have been granted and provided that such third parties shall comply with all terms and conditions of this Agreement. The grantee shall be responsible for all acts and omissions of its permittees as if such acts and omissions were the acts and omissions of the grantee.

6. Reservation by Grantor. The grantor of an easement and any third party to whom the grantor grants the right of use of the easement shall have the right to use any road whether now existing or hereafter constructed on said easement, without cost, except to the extent provided in Paragraph 7 herein, and for any purposes deemed necessary or desirable by the grantor and to cross and recross said easement and road at any place along said road by any reasonable means, provided any use by the grantor or third parties using the road with the consent of the grantor shall not unreasonably interfere with use by the grantee. Notwithstanding the foregoing, the grantor of any easement granted herein shall have the right to unrestricted use of the road on an easement for the purpose of operating and moving specialized logging vehicles and other heavy equipment.

7. Maintenance. The grantee, prior to making any significant use of any easement, including without limitation, constructing or reconstructing a road or performing maintenance on a road, shall notify the grantor of the intended use and the approximate duration of use. The grantee making use of a road shall perform, or cause to be performed, such maintenance of the road as shall be necessary to maintain the road in as good a condition upon conclusion of use as said road was in at the commencement of use. In the event grantor, or a third party using the road with the grantor's consent, and the grantee, or any third party using the road with the grantee's consent, are both using a road during the same time period, the parties shall share the cost of maintenance necessary to maintain the road in as good a condition as it was in at the start of use by the grantee, or a third party using the road with grantee's consent, based upon the amount and type of use made by the parties. The grantor of an easement shall have no obligation to repair or maintain the road over any easement during any period when the road is not being used by the grantor or a third party with the consent of the grantor. In the event use of a road by grantee causes damage to the road or any improvements located thereon beyond that occasioned by normal use and repaired by maintenance the grantee is obligated to perform under the above terms of this paragraph, the grantee shall, at its sole cost and expense, cause such damage to be repaired. In the event the grantee desires to construct or reconstruct or otherwise improve a road, the cost of such construction, reconstruction, or improvement shall be paid

solely by the grantee unless the grantor shall agree in advance to share a portion of the cost thereof.

All timber located along any easement or right-of-way granted herein shall be and remain the property of the grantor subject to the right of the grantee to cut timber necessary in connection with the construction, reconstruction, maintenance, and use of the road. Any timber so cut by the grantee shall be cut into lengths specified by the grantor and decked along the easement at the expense of the grantee for removal by the grantor at the grantor's expense.

8. Indemnification. The grantee agrees to indemnify and hold grantor harmless and, at grantee's expense, to defend grantor from and against any claim, legal action, loss, cost, expense, or liability on account of personal injury to or the death of any person, including but not limited to employees of the grantor and grantee or damage to or destruction of any property resulting from or arising out of, partly or wholly, directly or indirectly from grantee's exercise of the rights herein granted. Provided, however, that grantee's undertaking herein contained shall not be construed as covering personal injury to or the death of persons or damage to or destruction of property resulting from the sole negligence of the grantor. Notwithstanding the foregoing, the parties hereto expressly recognize that from time-to-time dangerous road conditions may exist on the easements and roads covered herein and that the grantee shall, under the provisions of this indemnity, indemnify the grantor against any claims by any third parties injured or

damaged while using said roads with the consent of the grantee where said claim for injury to or death of any person or damage to the property of any person is based upon the alleged negligence of the grantor in allowing a hazardous condition to exist upon its property.

9. Assignment, Successors and Assigns. Each easement granted herein shall be deemed appurtenant to and shall not be transferable separately from the lands accessed by the easement, now or hereafter owned or controlled by the grantee, its successors, and assigns. Each easement granted herein may be transferred separately in connection with the conveyance of the lands of the grantee accessed by the easement and in the event only a part of the lands of the grantee accessed by the easement are transferred, said easement shall remain in effect as to any remaining lands of the grantee accessed by the easement and as to any lands thereafter acquired by the grantee, its successors and assigns. Transfer or assignment of any right or interest of the grantee as herein provided shall not be effective as to the grantor until the grantor has been provided with an agreement executed by the transferee specifically assuming and agreeing to be bound by all the terms and provisions of this Agreement with respect to any easement transferred to said transferee. The transferor of an easement shall not have any future obligations or liabilities with respect to the easement transferred and this Agreement shall be treated in all respects as a separate agreement and easement between the grantor and the transferee of the grantee. If the grantor sells or otherwise disposes of any

of its lands subject to this Agreement, this Agreement shall be treated in all respects as a separate agreement and easement between the transferee of the grantor and each grantee holding an easement under this Agreement over the lands transferred.

10. Governing Law. The easements granted herein shall be subject to and governed by the laws of the state in which the easement is located.

11. Waiver. Neither party hereto shall be deemed to have waived any term or condition of this Agreement by failure to insist on strict compliance with the terms and conditions hereof and may at any time insist on strict compliance with the terms hereof.

12. Consent. Cavenham hereby consents to Boise Cascade's assignment of all of Boise Cascade's rights and interests with respect to the easements referred to in the Deeds and Easement Agreement described on Exhibit A, including all of its rights and interests under the Road Use Agreement as it affects said easements, to Longview Fibre Company subject to Longview Fibre Company assuming all of the obligations of Boise Cascade with respect thereto. Boise Cascade hereby consents to Cavenham's assignment of all of Cavenham's rights and interests with respect to the easements referred to in the Deeds and Easement Agreement including all of its rights and interests under the Road Use Agreement as it affects said easements, to a third party hereafter designated by Cavenham subject to said third party assuming all of the obligations of Cavenham with respect thereto. Cavenham may designate a different third party for each road



listed on Exhibit A, provided that the rights and interests of Cavenham as to each road may only be assigned to one third party. The consent to assignment granted by this paragraph shall not be deemed a consent to any subsequent assignment. Nothing contained herein shall limit or restrict any right of assignment now provided for in the Easement Agreement and Road Use Agreement.

13. Entire Agreement. It is the intent of the parties that this Agreement restates in its entirety all rights, interests and obligations of Cavenham and Boise Cascade under the Road Use Agreement, except only and limited to the extent that the Road Use Agreement shall remain in effect and is not modified by this Agreement with respect to the easements referred to in the Deeds and Easement Agreement described on Exhibit A. Neither Cavenham or Boise Cascade shall have any obligation to grant to the other any easements or rights-of-way beyond those set forth in Exhibits C-1 through C-45 and Exhibits D-1 through D-52, notwithstanding that any said road or right-of-way may have been available for use by a party under the provisions of the Road Use Agreement prior to this restatement of the rights, interests and obligations of the parties under the Road Use Agreement. This Agreement incorporates all prior and contemporaneous oral and written agreements of the parties concerning the subject matter hereof and may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement

as of the day and year first above written.

CAVENHAM FOREST INDUSTRIES INC.

By R. A. Carson VP  
Title EXECUTIVE VICE PRESIDENT

BOISE CASCADE CORPORATION

By John R. Hill  
Title VICE PRESIDENT

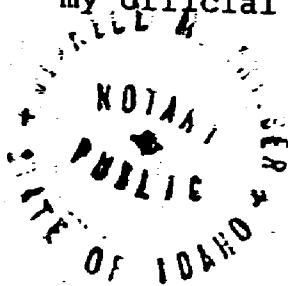
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STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

On this 24th day of October, 19 88, before me personally appeared John A. Haase, to me known to be the Vice President of the corporation 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 stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

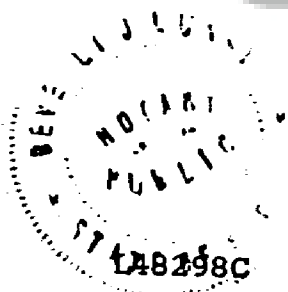


[Signature]  
Notary Public in and for  
the State of Idaho  
My Commission expires: 10/1/91

STATE OF OREGON )  
 ) ss.  
COUNTY OF MULTNOMAH )

On this 25th day of October, 19 88, before me personally appeared R. A. Carson, to me known to be the Vice President of the corporation 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 stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



[Signature]  
Notary Public in and for  
the State of Oregon  
My Commission expires: 6-24-89

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EXHIBIT A  
RESTATEMENT OF ROAD USE AGREEMENT

Unofficial  
Copy

EXHIBIT A

The following described lands in the State of OREGON:

Clatsop County:

1. Summit Mainline in Northeast Quarter of Northeast Quarter ( $NE\frac{1}{4}$  of  $NE\frac{1}{4}$ ), Section 30; East Half of Northeast Quarter ( $E\frac{1}{2}$  of  $NE\frac{1}{4}$ ), North Half of Northeast Quarter ( $N\frac{1}{2}$  of  $NE\frac{1}{4}$ ), Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ), East Half of Northwest Quarter ( $E\frac{1}{2}$  of  $NW\frac{1}{4}$ ), Section 29; West Half of Northeast Quarter ( $W\frac{1}{2}$  of  $NE\frac{1}{4}$ ), Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ), Northeast Quarter of Southeast Quarter ( $NE\frac{1}{4}$  of  $SE\frac{1}{4}$ ), Section 34; West Half of Southwest Quarter ( $W\frac{1}{2}$  of  $SW\frac{1}{4}$ ), Section 35, Township 5 North, Range 9 West; Southwest Quarter ( $SW\frac{1}{4}$ ), South Half of Southeast Quarter ( $S\frac{1}{2}$  of  $SE\frac{1}{4}$ ), Section 2; South Half of Southwest Quarter ( $S\frac{1}{2}$  of  $SW\frac{1}{4}$ ), Section 1, Township 4 North, Range 9 West.
2. Lewis & Clark Mainline Extension in Southwest Quarter of Southwest Quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ), Section 7; Northwest Quarter of Northwest Quarter ( $NW\frac{1}{4}$  of  $NW\frac{1}{4}$ ), North Half of Southwest Quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ), Southeast Quarter of Southwest Quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ), Southeast Quarter ( $SE\frac{1}{4}$ ),



Section 18; South Half of Northwest Quarter ( $S\frac{1}{2}$  of  $NW\frac{1}{4}$ ),  
Section 17, Township 5 North, Range 8 West.

The following described lands in the State of WASHINGTON:

Wahkiakum County:

3. Spur Four Road System in Southwest Quarter of Southwest Quarter ( $SW\frac{1}{4}$  of  $SW\frac{1}{4}$ ), Section 1; Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ), Section 11; Northwest Quarter ( $NW\frac{1}{4}$ ), Section 12, Township 9 North, Range 5 West.
4. Brookfield 600 Mainline: In Southeast Quarter of Southwest Quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ), Section 31, Township 10 North, Range 7 West.
5. Deep River Mainline in East Half of Northwest Quarter ( $E\frac{1}{2}$  of  $NW\frac{1}{4}$ ), Section 8, Township 10 North, Range 8 West.

Pacific County:

6. Sisson Creek Mainline in North Half of Northeast Quarter ( $N\frac{1}{2}$  of  $NE\frac{1}{4}$ ), Section 36, Township 10 North, Range 9 West.

Wahkiakum County:

7. Elochoman Mainline in the Southeast Quarter of Northeast Quarter ( $SE\frac{1}{4}$  of  $NE\frac{1}{4}$ ) of Section 10; the Southeast Quarter of Northwest Quarter ( $SE\frac{1}{4}$  of  $NW\frac{1}{4}$ ) and North Half of Southwest Quarter ( $N\frac{1}{2}$  of  $SW\frac{1}{4}$ ) of Section 29; the Southeast Quarter of Southwest Quarter ( $SE\frac{1}{4}$  of  $SW\frac{1}{4}$ ) and Southwest Quarter of Southeast Quarter ( $SW\frac{1}{4}$  of  $SE\frac{1}{4}$ ) of Section 31; all in Township 9 North, Range 5 West, Willamette Meridian.

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EXHIBIT B  
RESTATEMENT OF ROAD USE AGREEMENT

Unofficial  
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**Deed - Crown Zellerbach to Boise Cascade all dated 06/24/68 and recorded 06/28/68:**

	<u>Rec. Date</u>	<u>Recorded In</u>
<b><u>OREGON</u></b>		
* Clatsop	06/28/68	Book 307, Page 119-166 incl. Deed Records
Columbia	06/28/68	Book 169, Page 736-782 incl. Deed Records
Klamath	06/28/68	Book M-68, Page 5835-5880 incl. Deed Records
Multnomah	06/28/68	Book 527, Page 20-67 incl. Deed Records
Tillamook	06/28/68	Book 212, Page 681-??? incl. Deed Records
Washington	06/28/68	Book 703, Page 158-205 incl. Deed Records
<b><u>WASHINGTON</u></b>		
* Pacific	06/28/68	Vol. 213, Pg 186-192 incl. Deed Records
Skamania	06/28/68	Book 59, Pg 182-188 incl. Deed Records
* Wahkiakum	06/28/68	Vol. 25, Pg 327-336 incl. Deed Records

\* Only Counties in which the deed contained a Reservation by Crown Zellerbach

**Easement Agreement dated 6/28/68 and recorded as follows:**

	<u>Rec. Date</u>	<u>Recorded In</u>
<b><u>OREGON</u></b>		
* Clatsop	07/15/68	Book 307 of Deeds at Page 827
Columbia	07/19/68	Book 169 of Deeds at Page 969
Klamath	09/08/69	Vol. M-69 of Deeds at Page 7690
Multnomah	08/02/68	Book 633 of Deeds at Page 249
Tillamook	08/13/68	Book 213, Page 180 Record of Deeds
Washington	07/29/68	Book 708 of Deeds at Page 49
<b><u>WASHINGTON</u></b>		
* Pacific	07/05/68	Vol. 213 of Deeds at Page 268
Skamania	09/19/69	Book 61 of Deeds at Page 197
* Wahkiakum	09/30/69	Vol. 26 of Deeds at Page 541

\* Only Counties deed contained a Reservation, thus Easement Agreement applies

**There has been only one addition to the Easement Agreement:**

Supplemental to Agreement dated 7/24/70 - unrecorded - adds roads inadvertently omitted in Wahkiakum County, Washington

**Memorandum of Road Use Agreement dated 6/28/68 and recorded as follows:**

<u>County</u>	<u>Rec. Date</u>	<u>Recorded In</u>
<u>OREGON</u>		
Clatsop	07/15/68	Book 307 of Deeds at Page 841
Columbia	07/19/68	Book 169 of Deeds at Page 982
Klamath	09/08/69	Vol. M-69 of Deeds at Page 7698
Multnomah	08/02/68	Book 633 of Deeds at Page 264
Tillamook	08/13/68	Book 213, Pg 182 Record of Deeds
Washington	07/29/68	Book 708 of Deeds at Page 35
<u>WASHINGTON</u>		
Pacific	07/05/68	Vol. 213 of Deeds at Page 281
Skamania	09/19/69	Book 61 of Deeds at Page 188
Wahkiakum	09/30/69	Vol. 26 of Deeds? at Page 551

**The Original Road Use Agreement itself has been amended by the following documents:**

<u>Date of Document</u>	<u>Recording Information</u>	<u>Affect of Document</u>
09/07/69	Unrecorded	Partial Release of 1 parcel from RUA in Columbia County by BC
05/17/71	Unrecorded	Partial Release of 4 parcels from RUA in Pacific County by BC
05/17/71	10/04/73 35/69	Partial Release of 39 parcels from RUA in Wahkiakum County by BC
12/01/79	12/31/79 M-79/29617	Terminates RUA as to all lands within Klamath County by BC and CZ



**Easements/Permits under Road Use Agreement:**

<u>Date of Document</u>	<u>Recording Information</u>	<u>Affect of Document</u>
08/04/69	Unrecorded	Permit granted by BC - S2 SW4 Sec. 3 & S2 SE4 Sec. 4 9N-8W Wahkiakum County, Washington
05/01/79	Unrecorded	Extension of above Permit
10/16/74	Unrecorded	Easement granted by CZ - SE4 SW4 Sec. 15 4N-9W Clatsop County, Oregon
05/25/78	Unrecorded	Permit granted by BC - E2 Sec. 3 9N-7W & SE4 Sec. 34 10N-7W Wahkiakum County, Washington
10/15/82	Unrecorded	Extension of above Permit
11/22/78	02/28/79 222/600	Easement granted by BC - SW4 NE4 Sec. 30 4N-3W Columbia County, Oregon
09/11/75	Unrecorded	Easement granted by BC - SE4 NE4 Sec. 19 3N-9W Tillamook County, Oregon
09/11/79	Unrecorded	Easement granted by BC - SW4 SW4 Sec. 18 5N-8W Clatsop County, Oregon
10/01/84	Unrecorded	Extends Easement above
09/11/79	Unrecorded	Permit granted by BC - NW4 NE4, NE4 NW4 Sec. 19 & SW4 SE4, S2 SW4 Sec. 18 5N-8W Clatsop County, Oregon
10/01/84	Unrecorded	Extends Permit above
02/04/80	Unrecorded	Easement granted by BC - NW4 SW4 Sec. 21 5N-9W Clatsop County, Oregon
01/01/85	Unrecorded	Extends Easement above
02/04/80	Unrecorded	Permit granted by BC - S2 Sec. 20 & NW4 NW4 Sec. 21 5N-9W Clatsop County, Oregon
01/01/85	Unrecorded	Extends above Permit

pg. 2 Easements/Permits under BC/CZ-CFI RUA dtd. 6/28/68

05/19/80	Unrecorded	Easement granted by CZ - Mainline Road No. 200 through Sec. 14,22,23,26,27 & 34 10N-7W Wahkiakum County, Washington
05/19/80	Unrecorded	Easement granted by CZ - Fossil Creek Rd through 3,4,9 10N-7W Wahkiakum County, Washington
05/19/80	Unrecorded	Easement granted by CZ - Through Sec. 3,4,9 10N-8W Wahkiakum County, Washington
06/17/80	Unrecorded	Easement granted by BC - Alger Creek Rd in SW4 Sec. 2 9N-6W Wahkiakum County, Washington
07/01/80	Unrecorded	Permit granted by CZ - Sec. 8 & 17 10N-8W Wahkiakum County, Washington
09/25/80	Unrecorded	Permit granted by CZ - NW4 Sec. 36 and through Sec. 25,26,35,36 10N-9W Pacific County, Washington
09/25/80	Unrecorded	Easement granted by CZ - NE4 NE4 Sec. 35 & NW4 SW4 Sec. 36 10N-9W Pacific County, Washington
08/25/83	01/18/84 8401/389	Reciprocal Easement between BC and CZ - many parcels in Pacific County, Washington
08/25/83	10/27/83 59/315	Reciprocal Easement between BC and CZ - many parcels in Wahkiakum County, Washington
05/02/85	Unrecorded	Easement granted by CZ - S2 SE4 Sec. 36 4N-10W Clatsop County, Oregon
05/30/85	Unrecorded	Permit granted by CZ - S2 SE4 Sec. 36 4N-10W Clatsop County, Oregon
07/19/85	Unrecorded	Permit granted by CZ - NE4 Sec. 36 4N-10W Clatsop County, Oregon

07/22/85	Unrecorded	Reciprocal CZ-BC/BC-CZ EC prop in Sec. 29,30,31,32 10N-6W CZ prop in Sec. 30,31 10N-6W All Wahkiakum County, Washington
03/20/86	Unrecorded	Easement granted by CZ in Sec. 26,35 10N-8W Wahkiakum County, Washington
07/18/86	Unrecorded	Permit granted by CFI - NE4 Sec. 36 4N-10W Clatsop County, Oregon

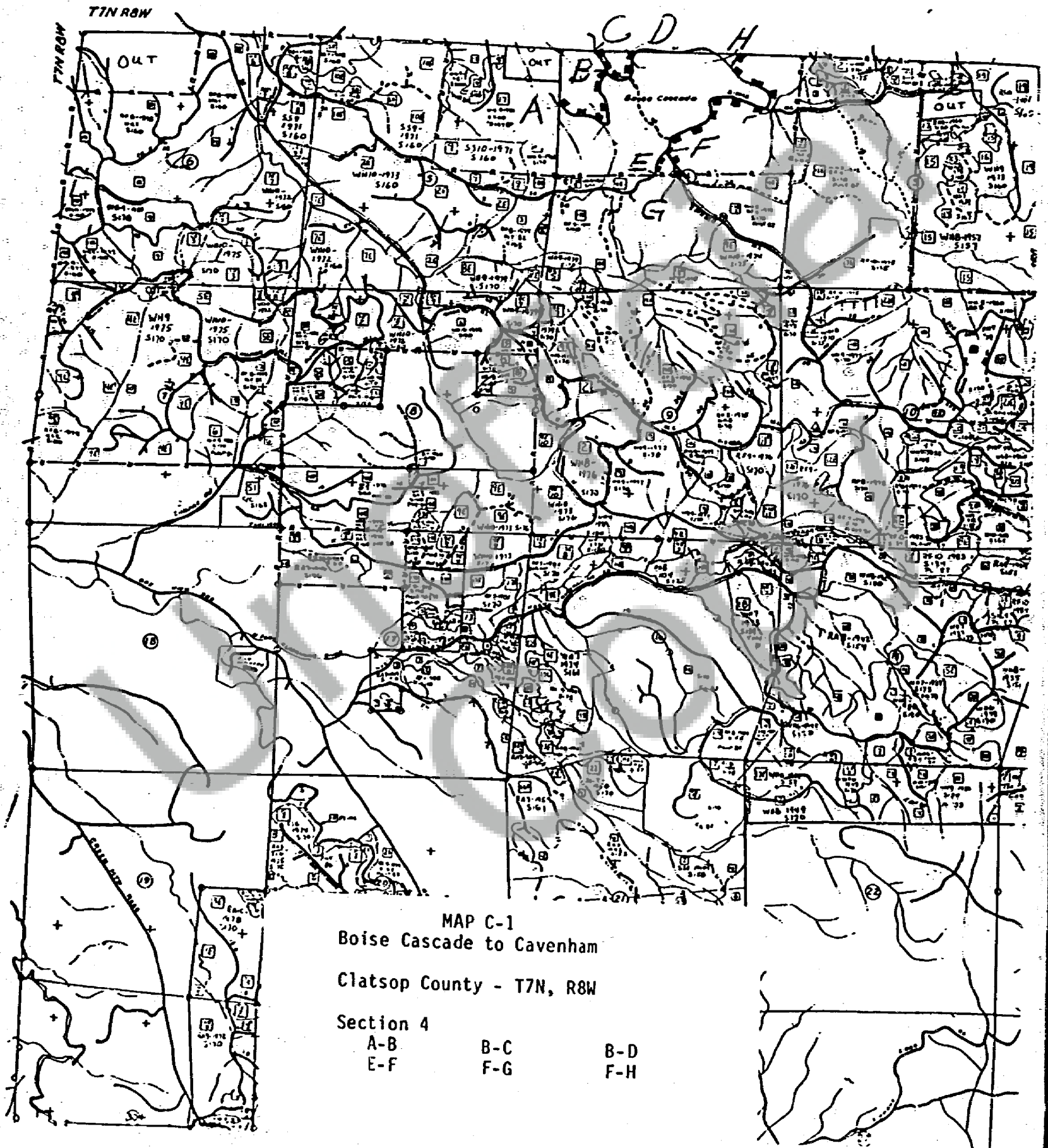
BC = Boise Cascade Corporation, a Delaware corporation  
CZ = Crown Zellerbach Corporation, a Nevada corporation  
CFI = Cavenham Forest Industries, Inc., a Delaware corporation

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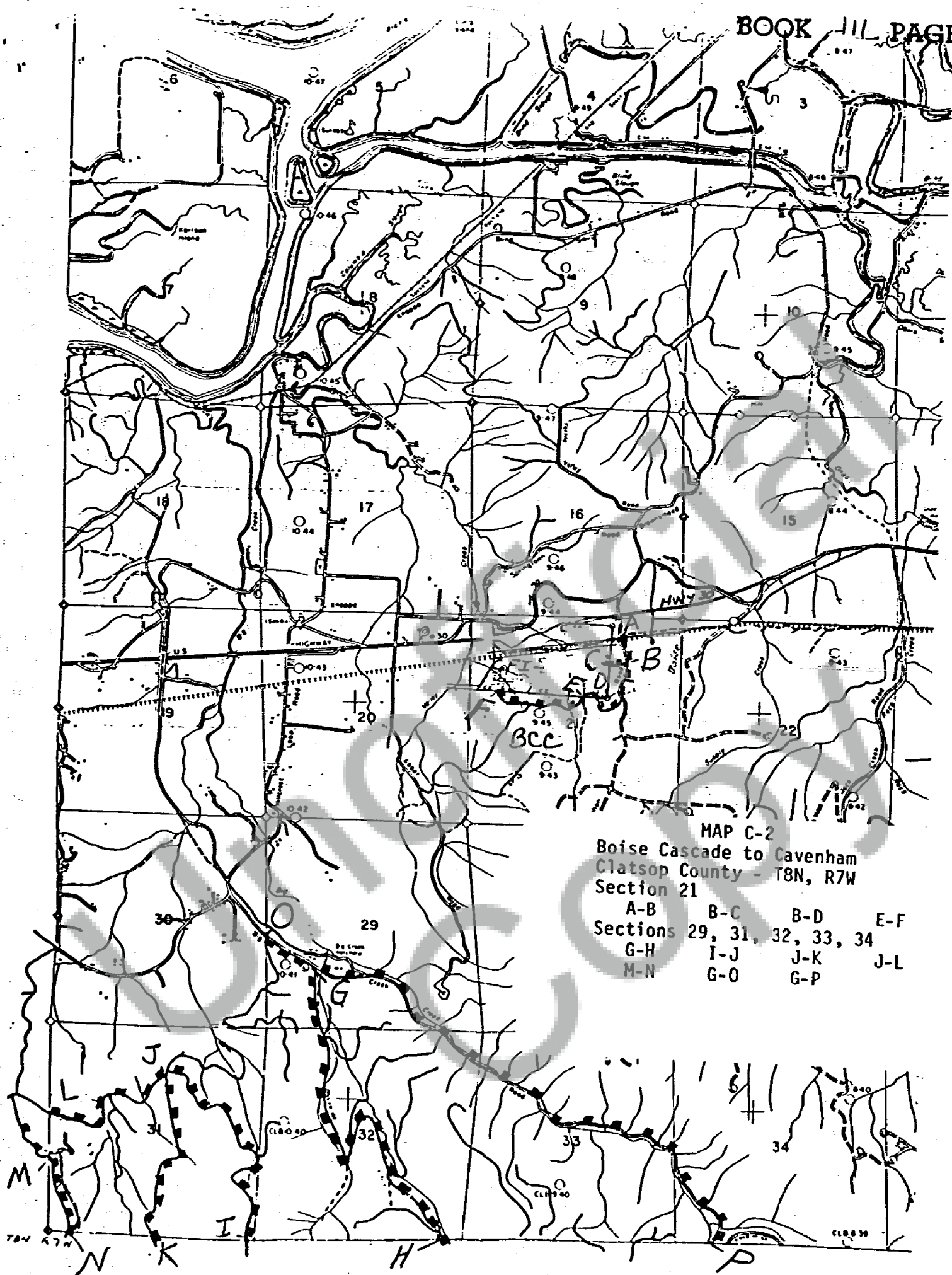
EXHIBIT C  
RESTATEMENT OF ROAD USE AGREEMENT

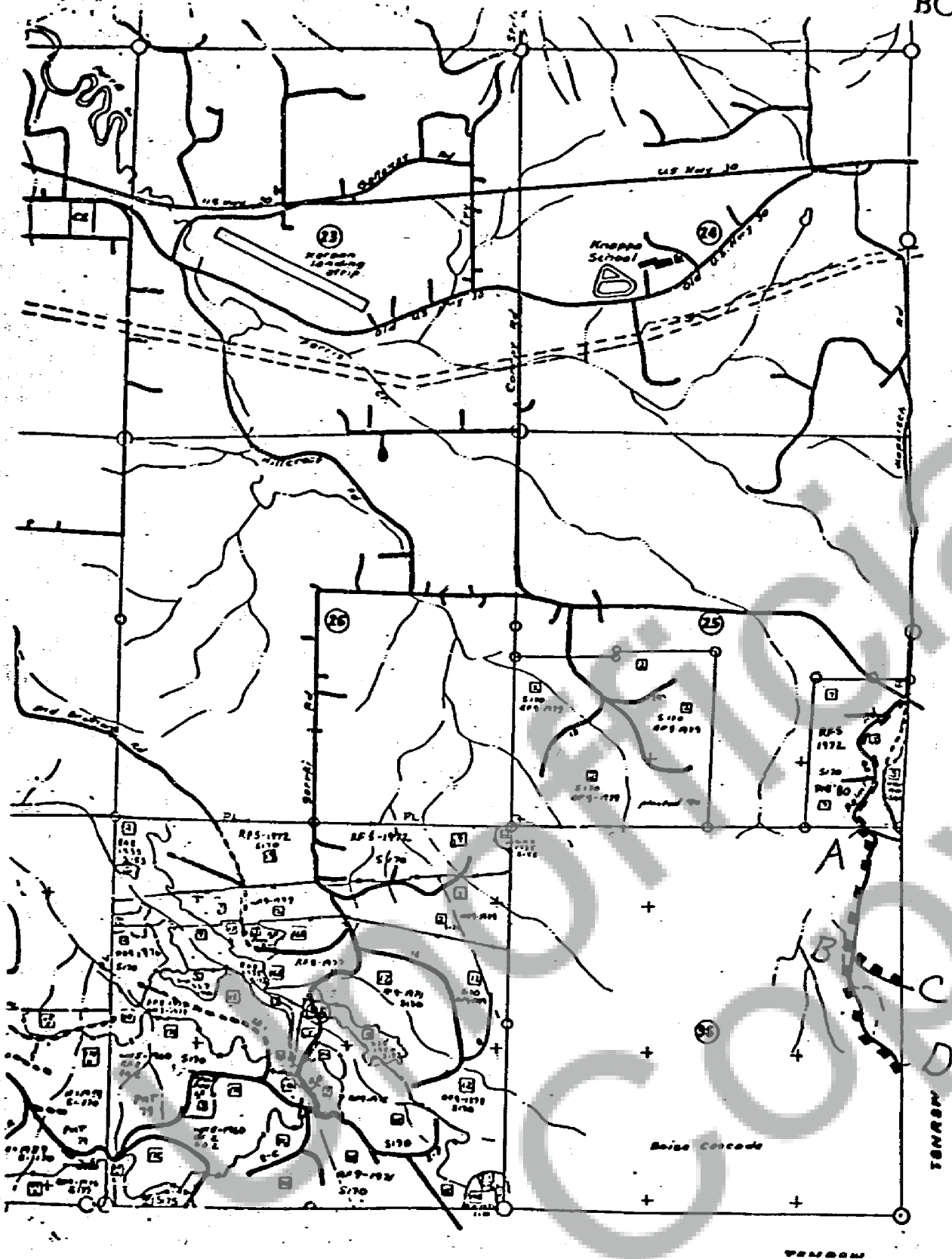
Maps pages C-1 through C-45

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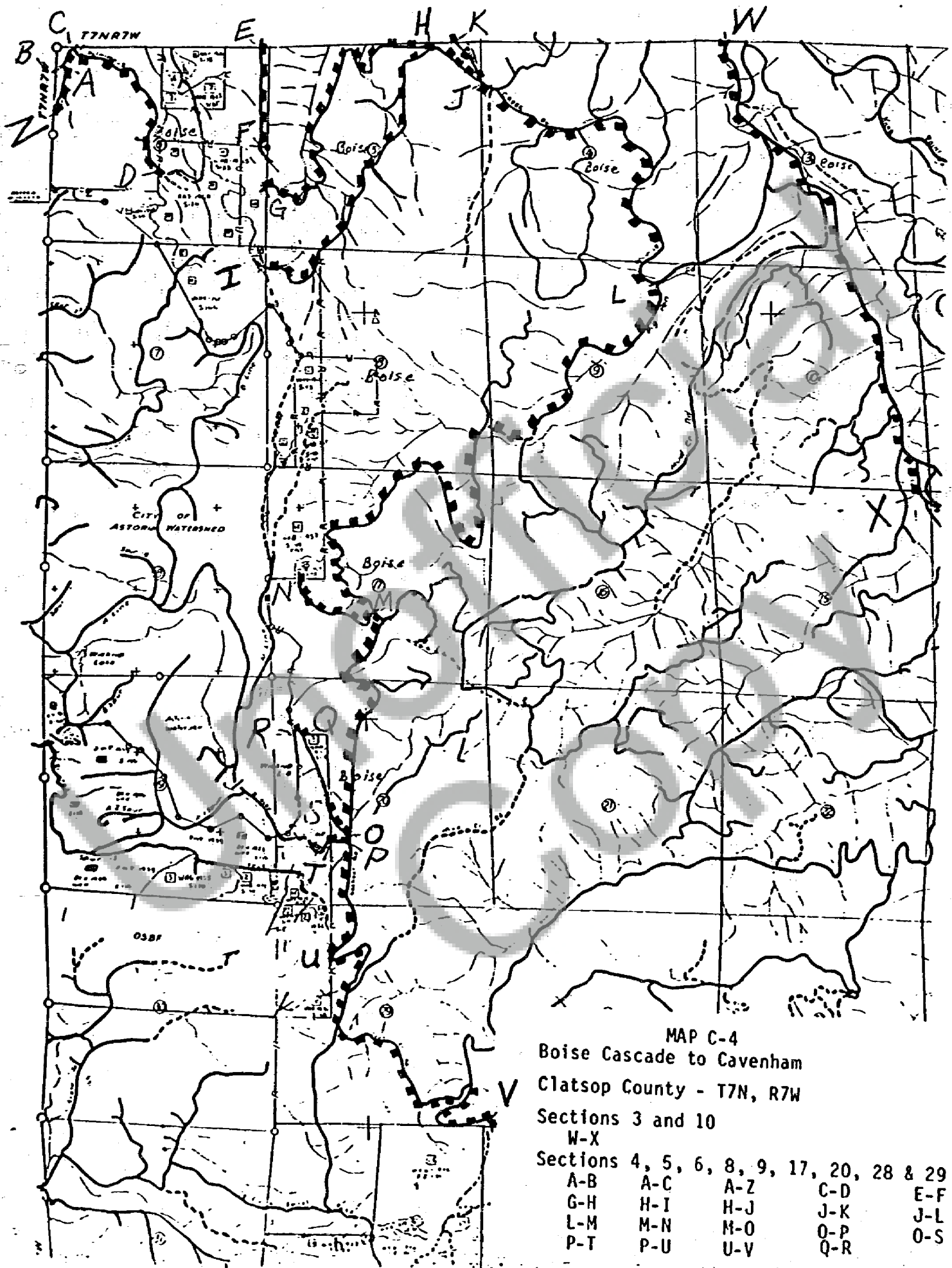








MAP C-3  
Boise Cascade to Cavenham  
Clatsop County - T8N, R8W  
Section 36  
A-B B-C B-D



MAP C-5  
Boise Cascade to Cavenham

Clatsop County - T7N, R7W

Sections 14,15,22,23,24,25,26,27,28,33,34  
and 35

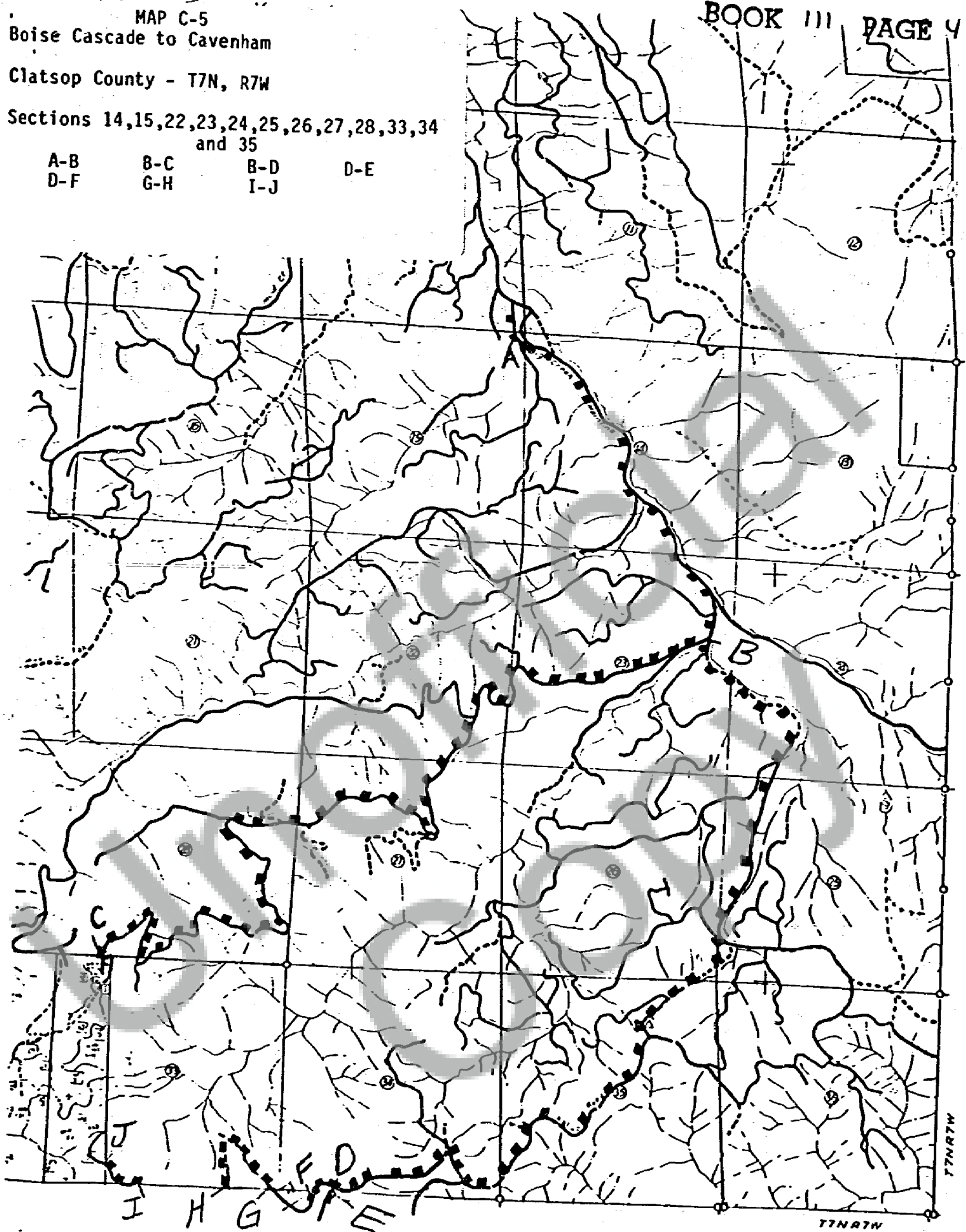
A-B  
D-F

B-C  
G-H

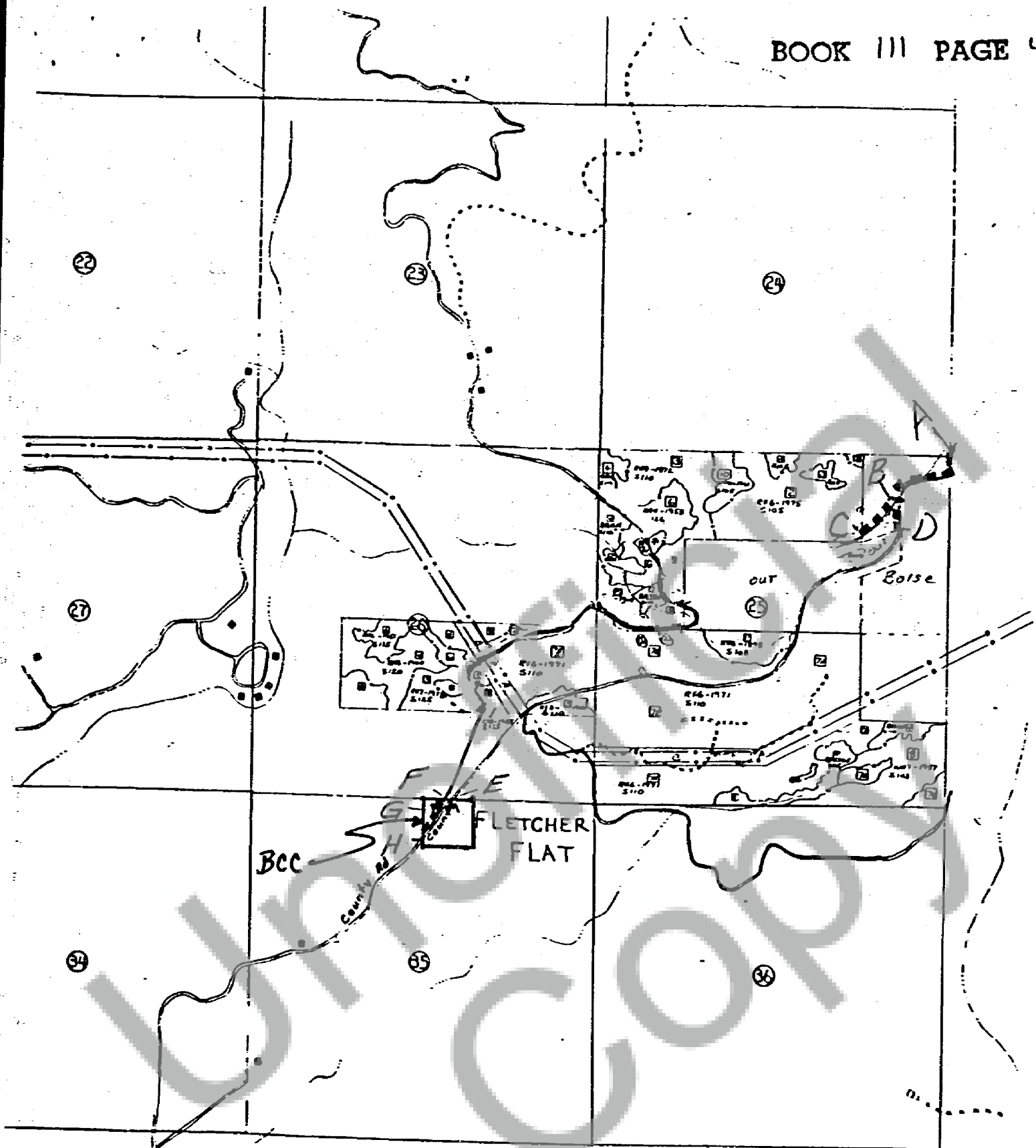
B-D  
I-J

D-E

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MAP C - 6  
Boise Cascade to Cavenham  
Skamania County - T2N, R5E

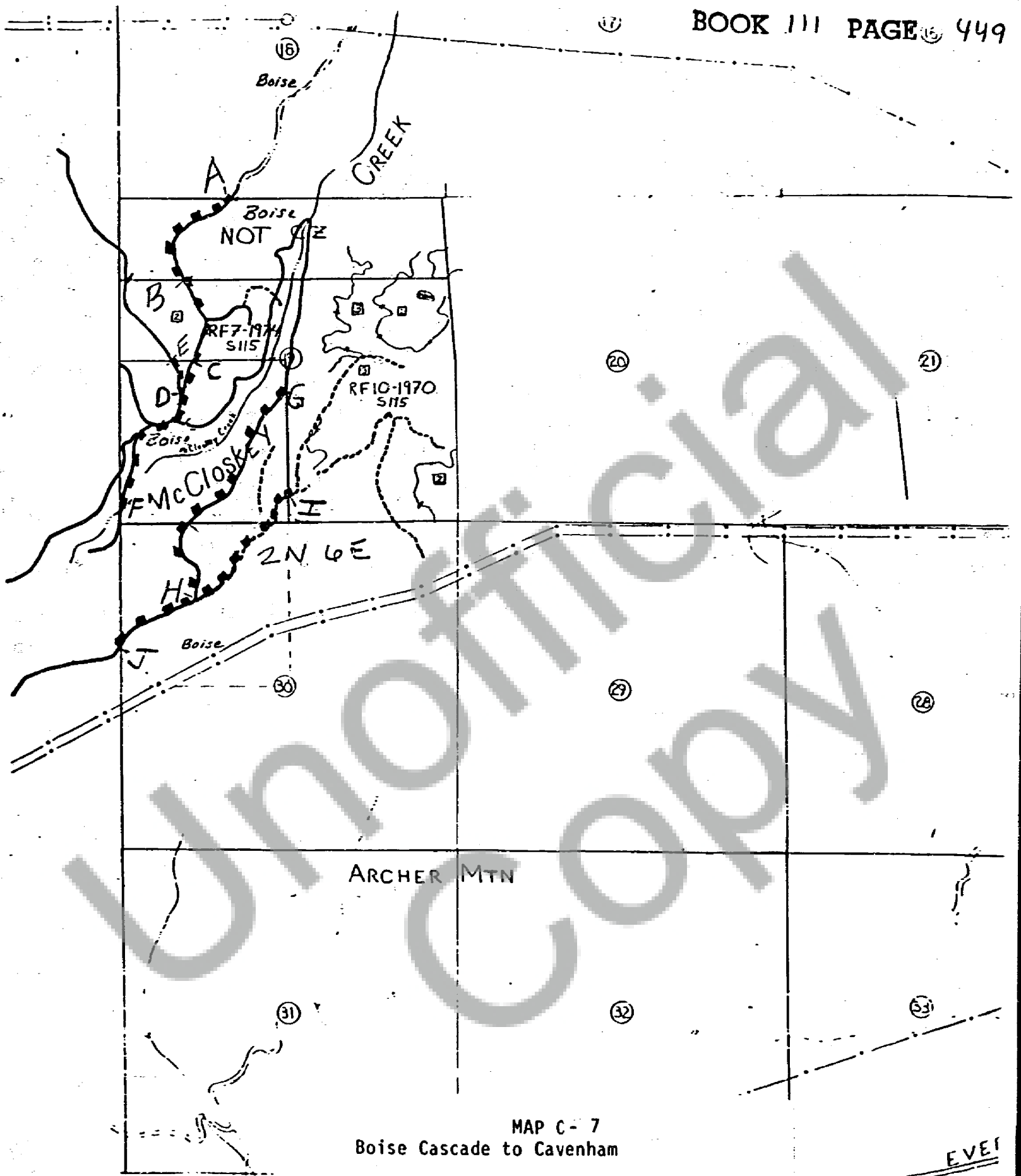
Sections 25, 35

A-B  
E-G

B-C  
F-G

B-D  
G-H

T2N R5E

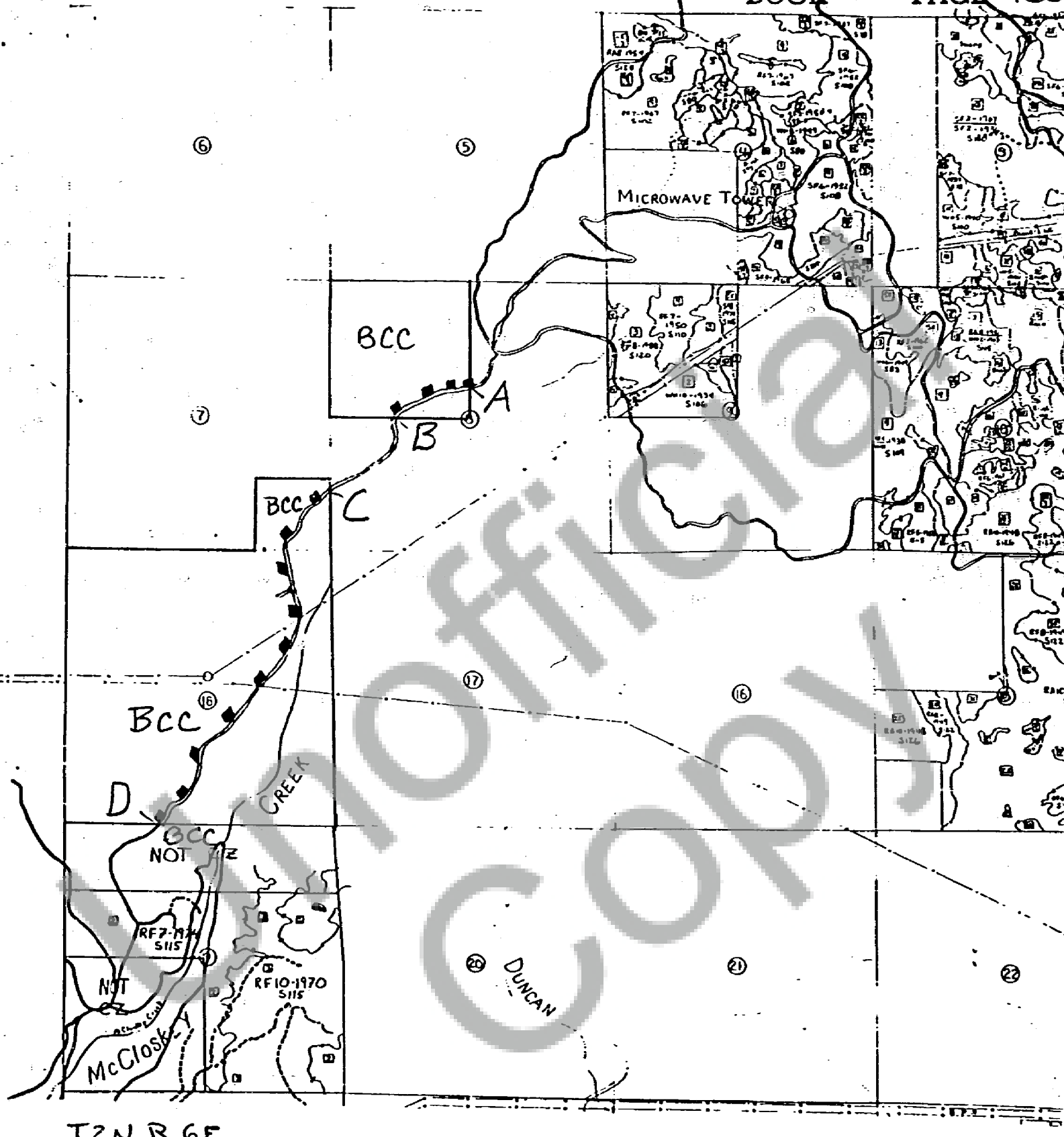


MAP C-7  
Boise Cascade to Cavenham  
Skamania County - T2N, R6E

Sections 19,30  

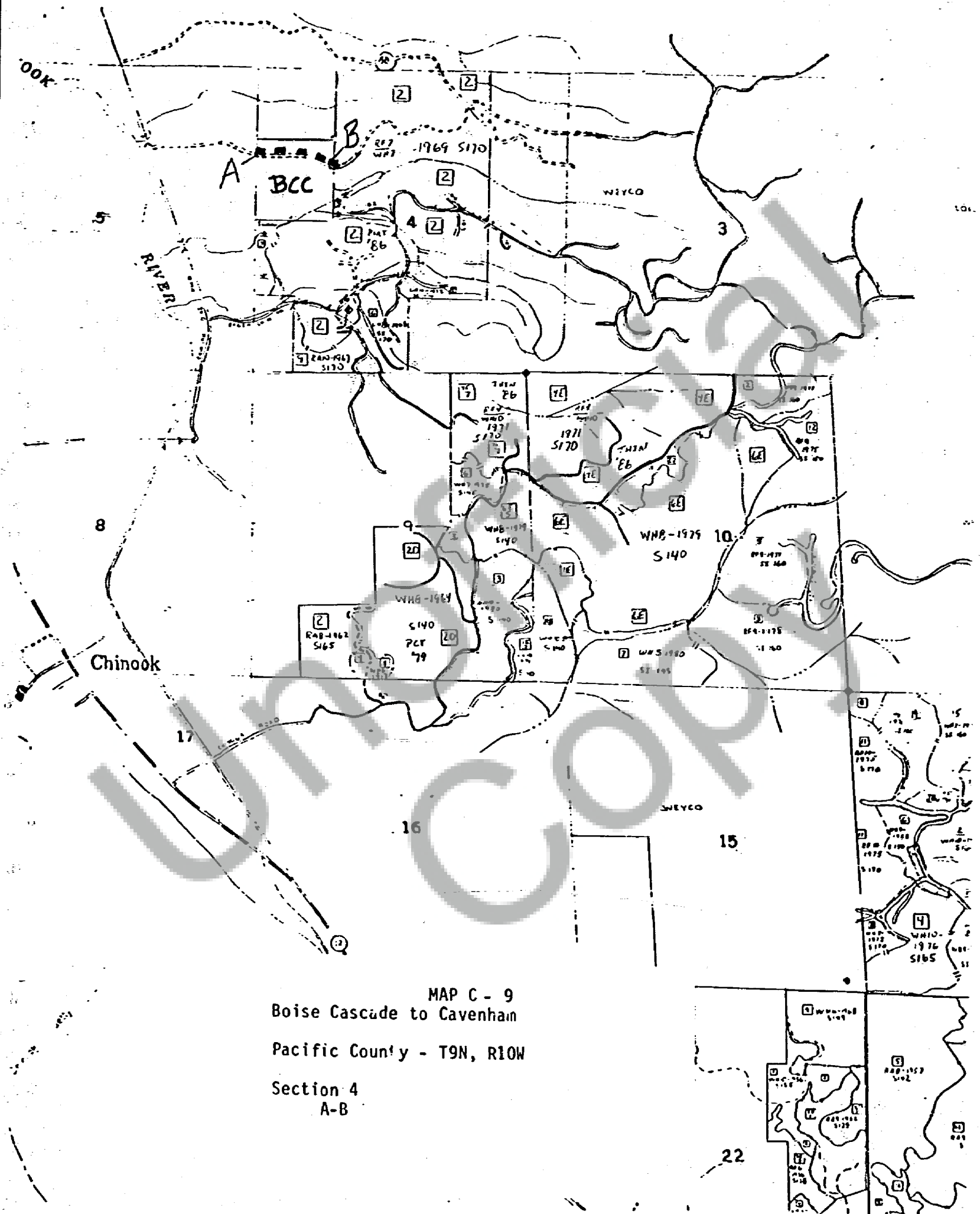
A-B	C-D	D-E
D-F	G-H	H-I
H-J		



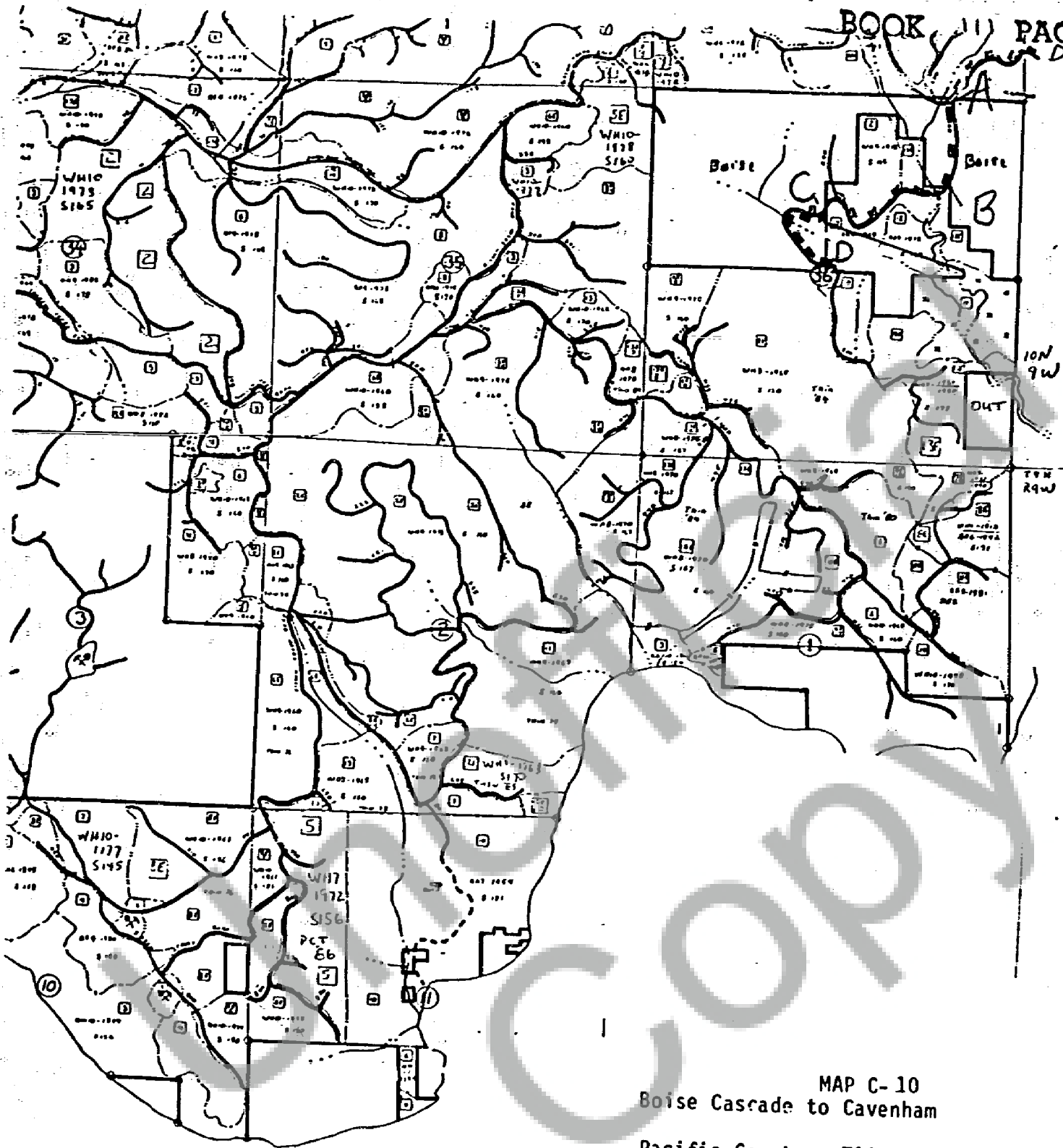


T2N R6E

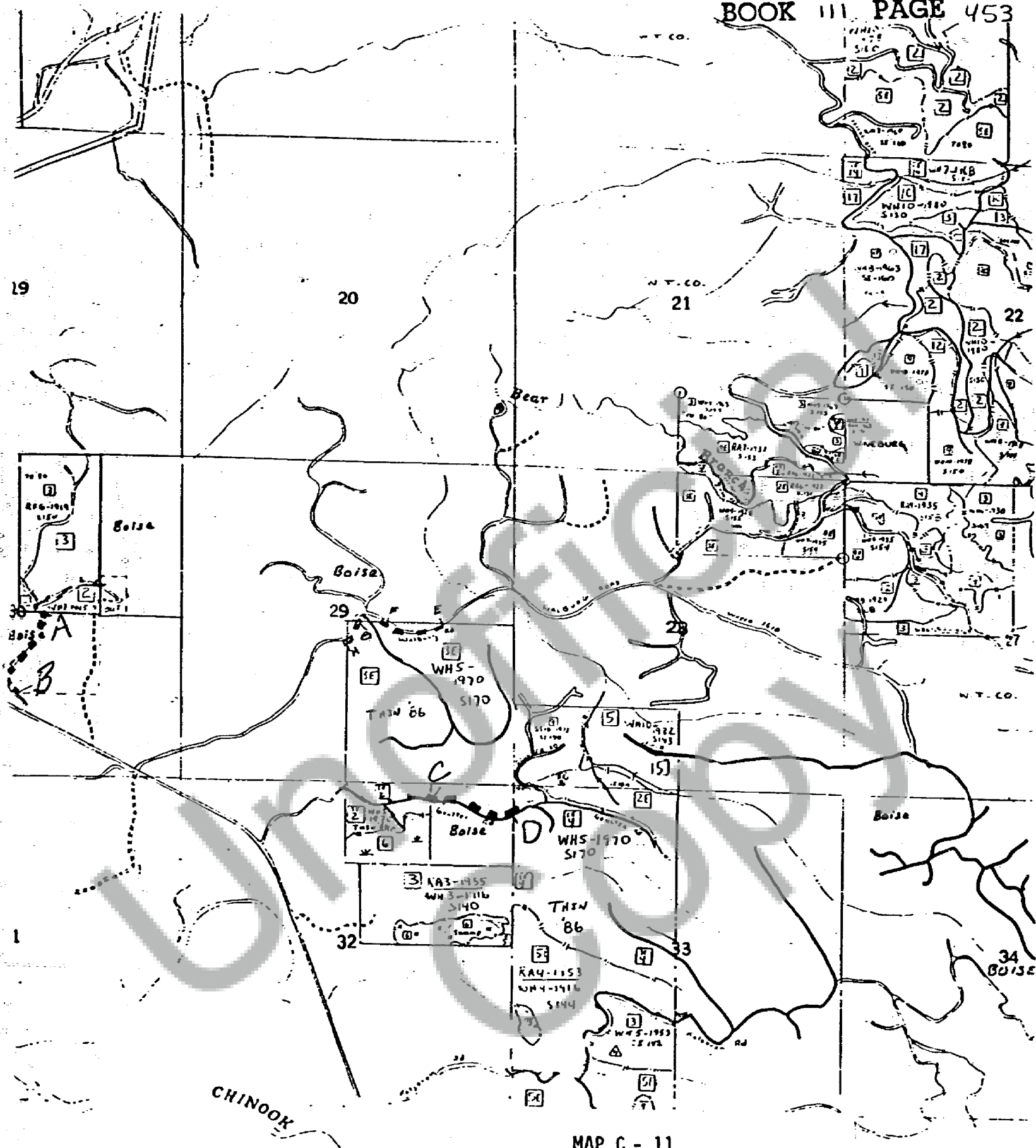
MAP C-8  
Boise Cascade to Cavenham  
Skamania County - T2N, R6E  
Sections 7, 8, 18  
A-B C-D



MAP C - 9  
Boise Cascade to Cavenham  
Pacific County - T9N, R10W  
Section 4  
A-B



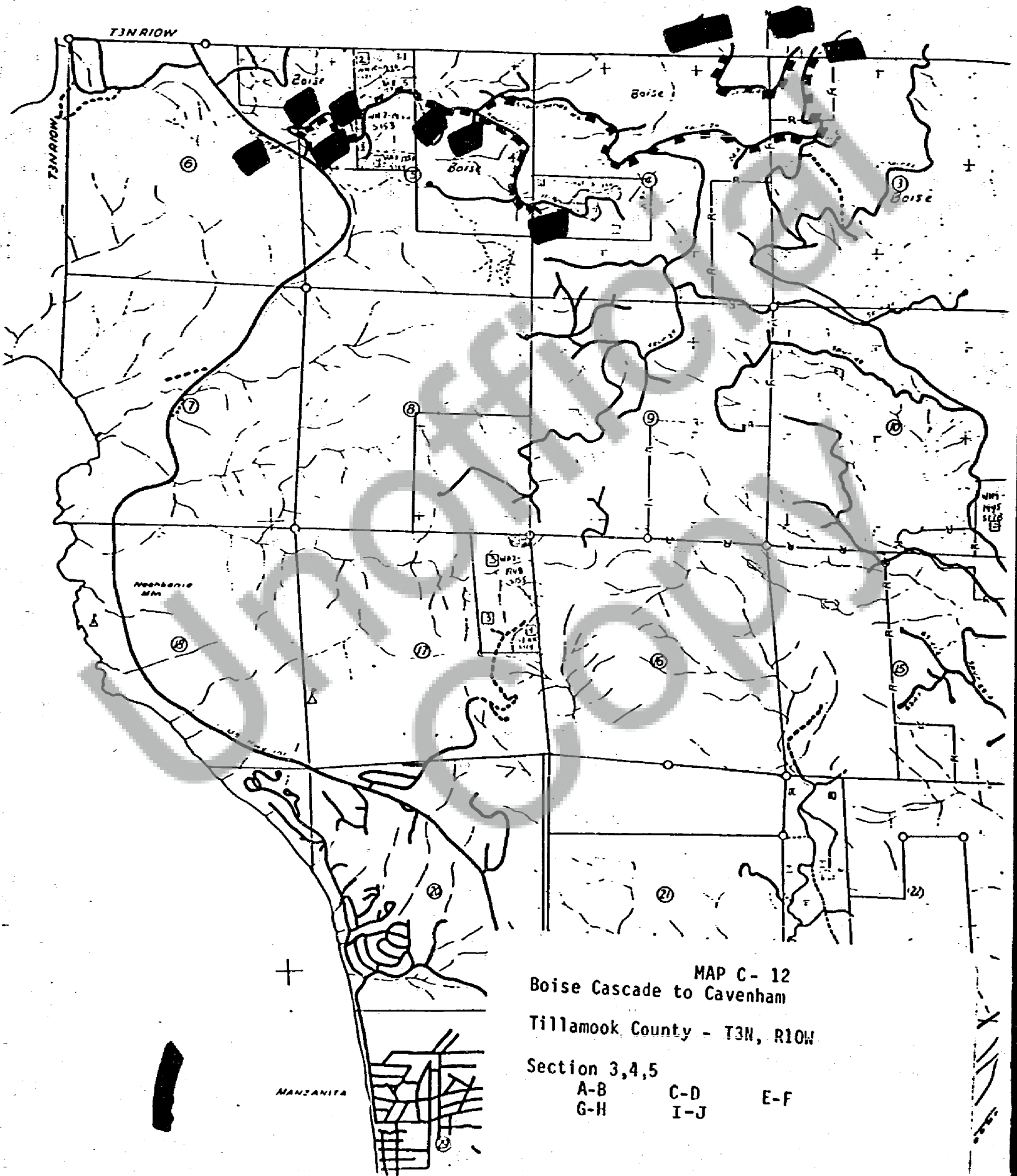
MAP C-10  
Boise Cascade to Cavenham  
Pacific County - T10N, R9W  
Section 36 - Road Segments  
A-B C-D



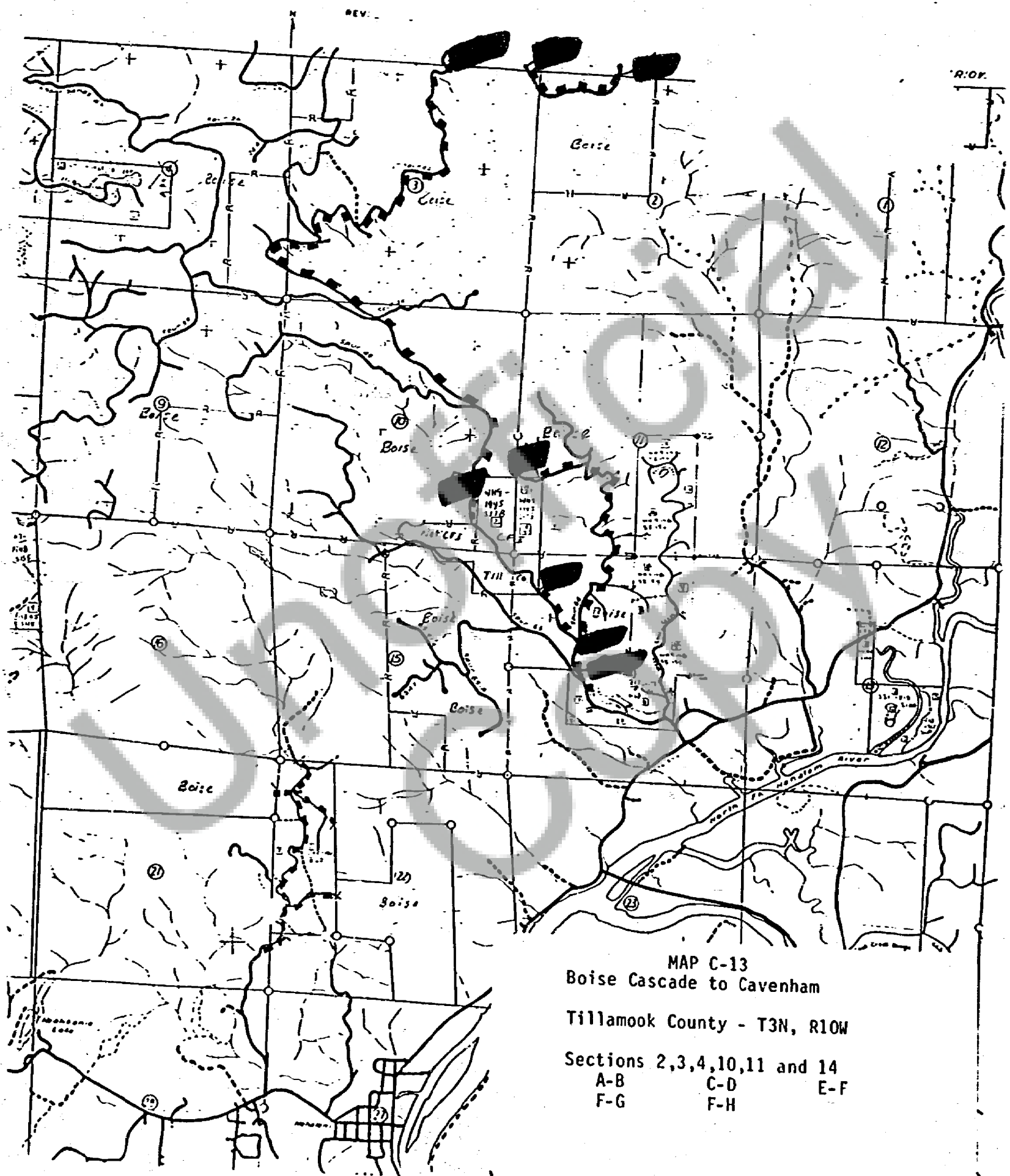
MAP C - 11  
Boise Cascade to Cavenham  
Pacific County - T10N, R10W

Sections 30,32  
A-B C-D

TILLAMOOK

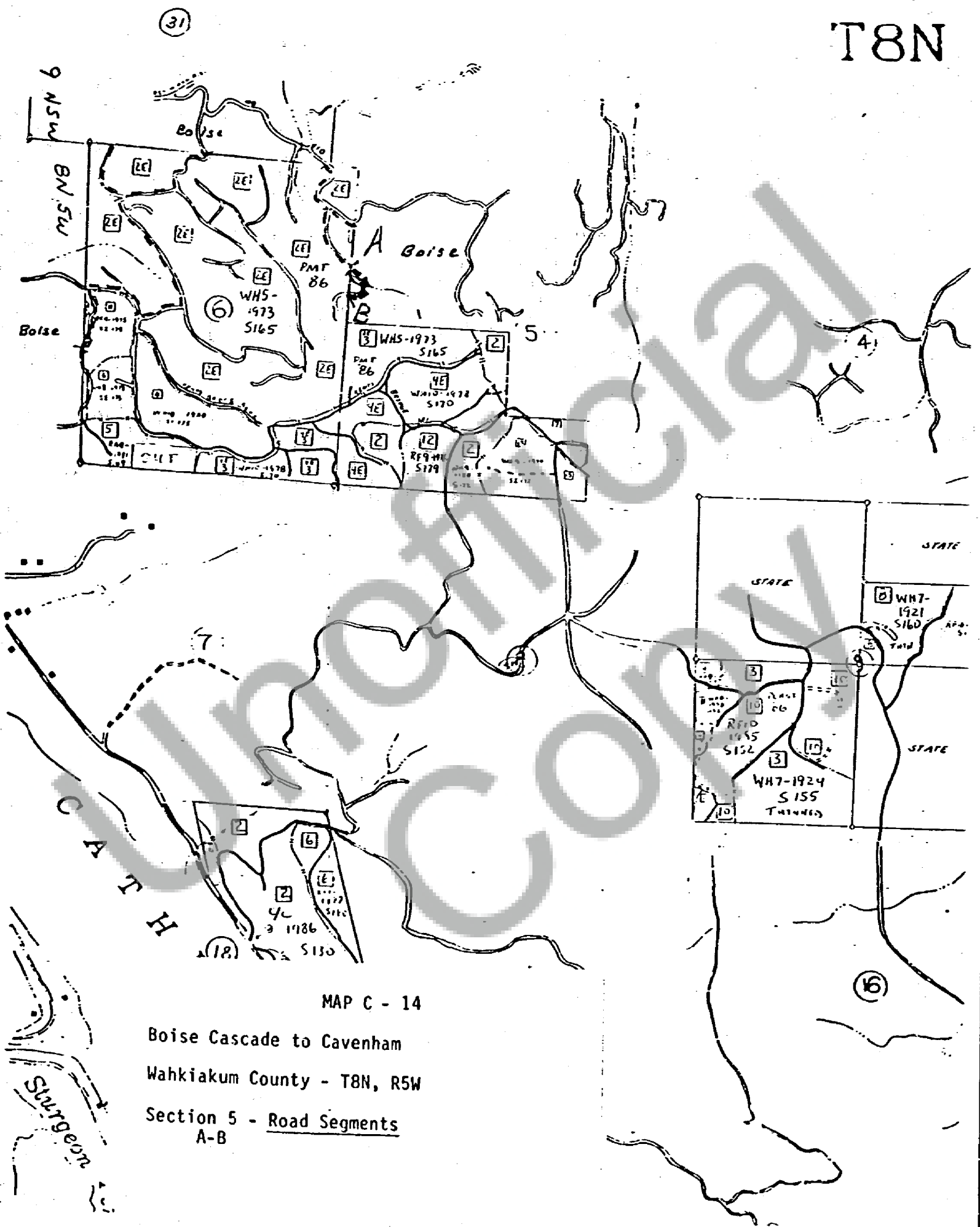


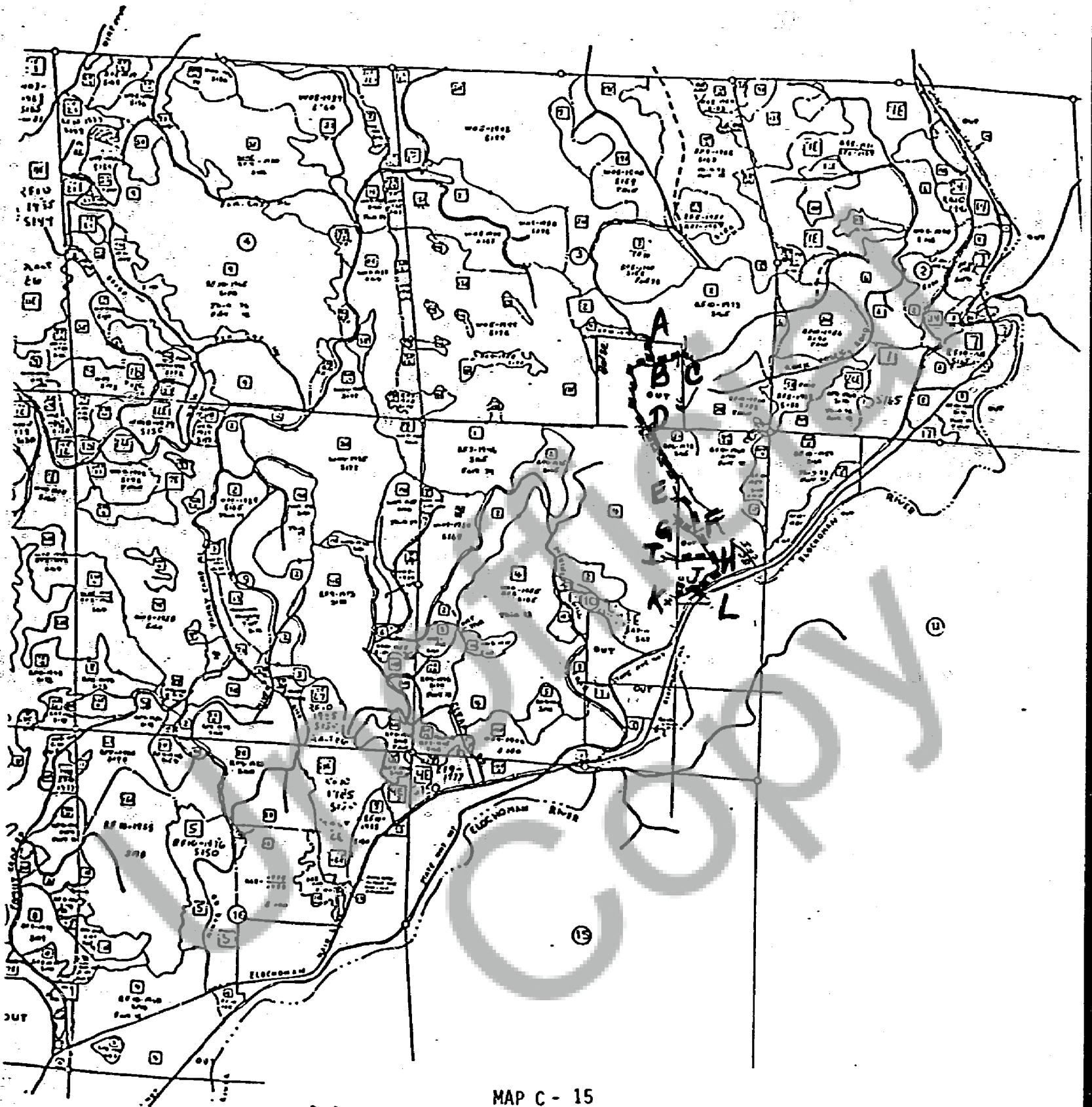






T8N



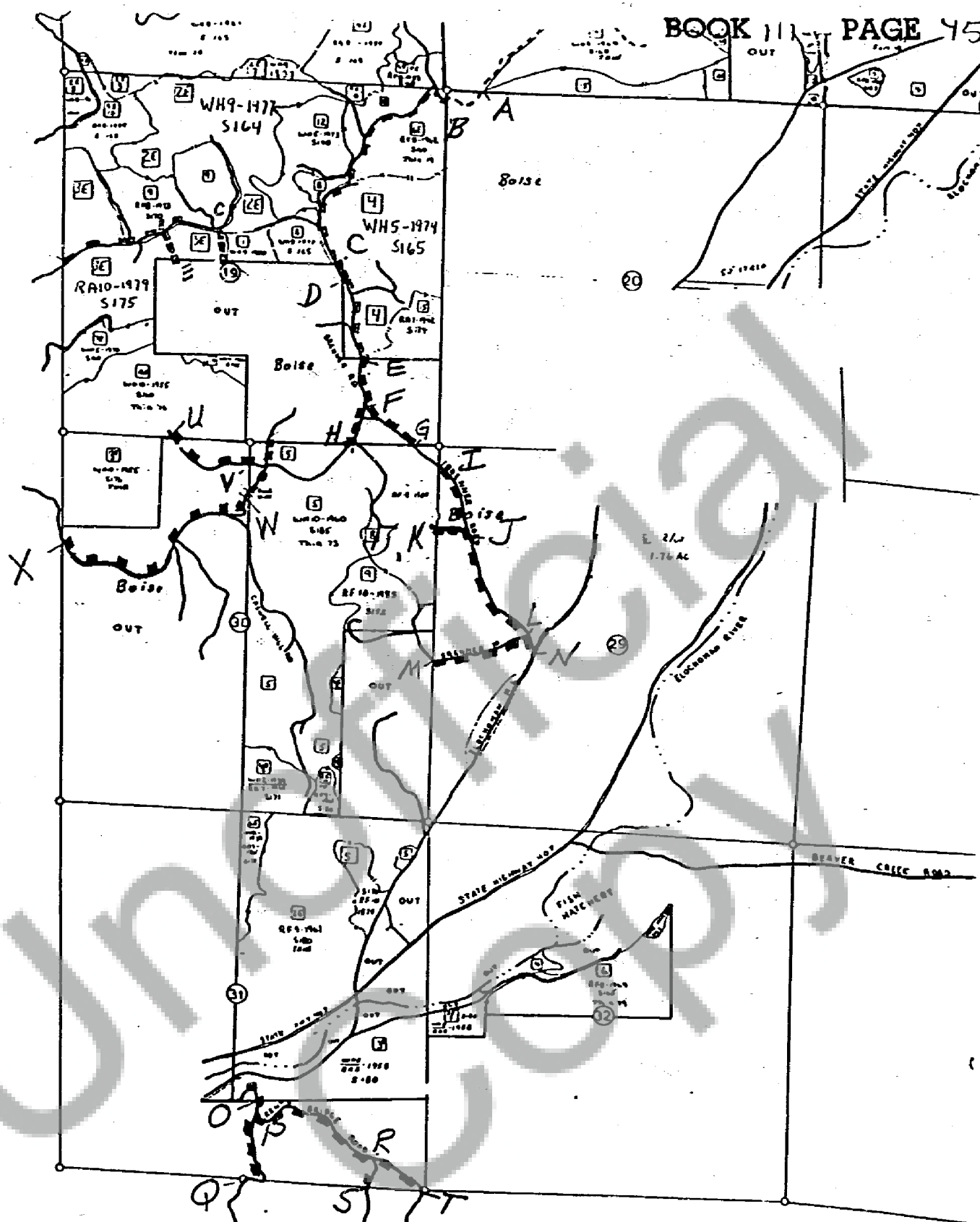


MAP C - 15  
Boise Cascade to Cavenham

Wahkiakum County - T9N, R5W

Sections 3,10

A-B	B-C	B-D
E-F	F-G	F-H
H-I	H-J	J-K
J-L		



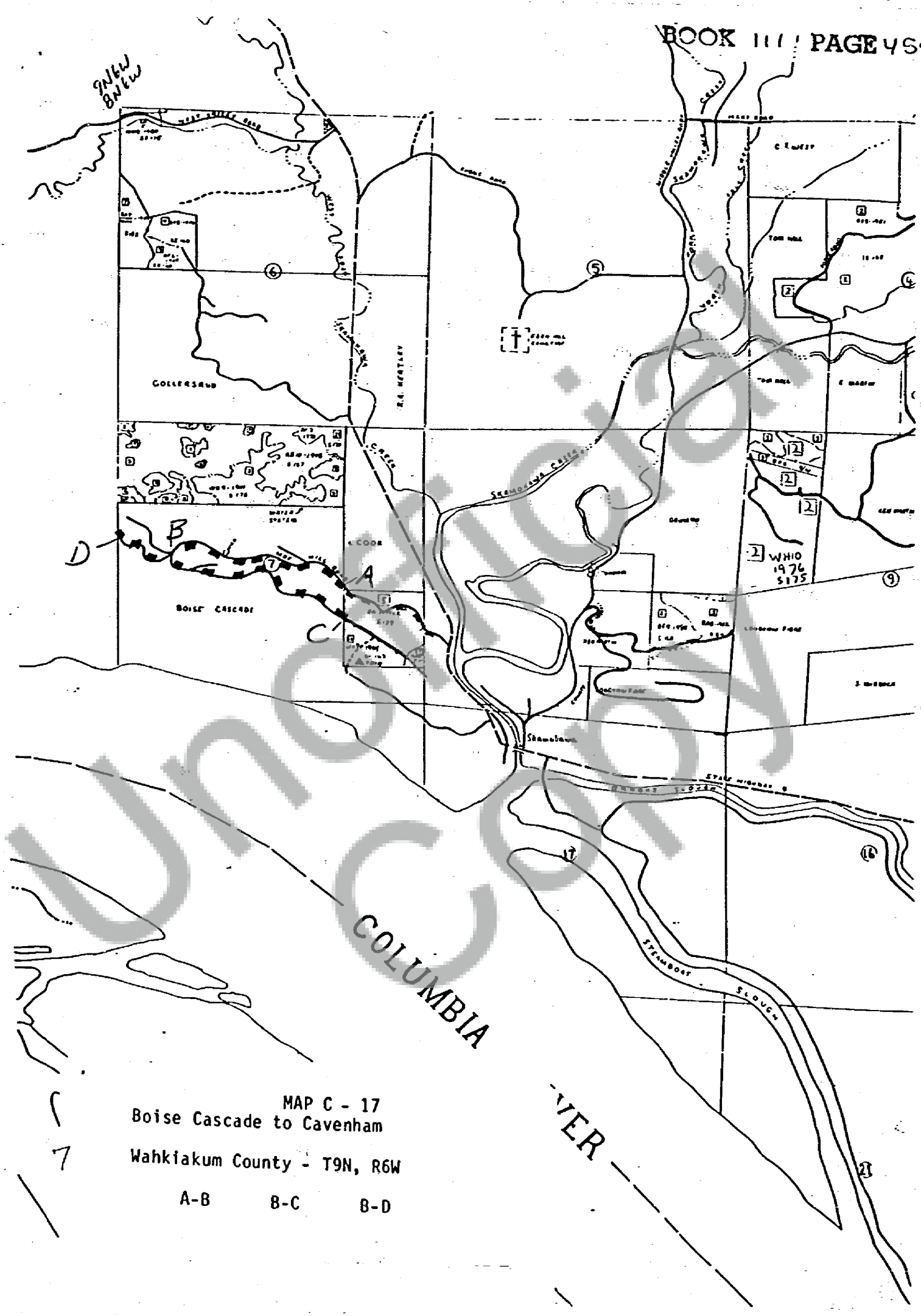
MAP C - 16  
Boise Cascade to Cavenham

Wahkiakum County - T9N, R5W

TOWNSHIP

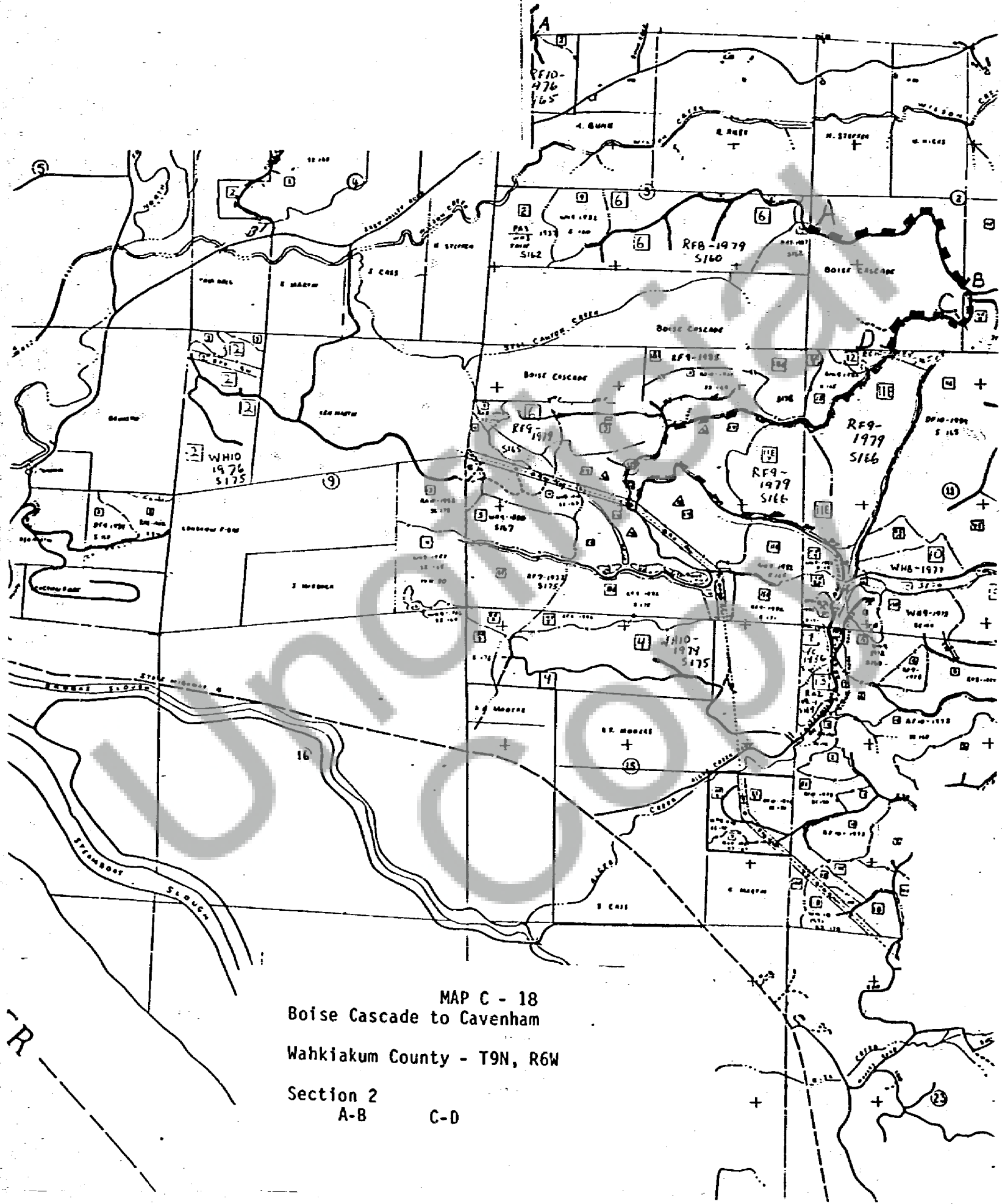
Sections 19,20,29,31 - Road Segments

A-B	C-D	E-F	U-V
F-H	F-G	I-J	W-X
J-K	J-L	L-M	
L-N	O-P	P-Q	
P-R	R-S	R-T	

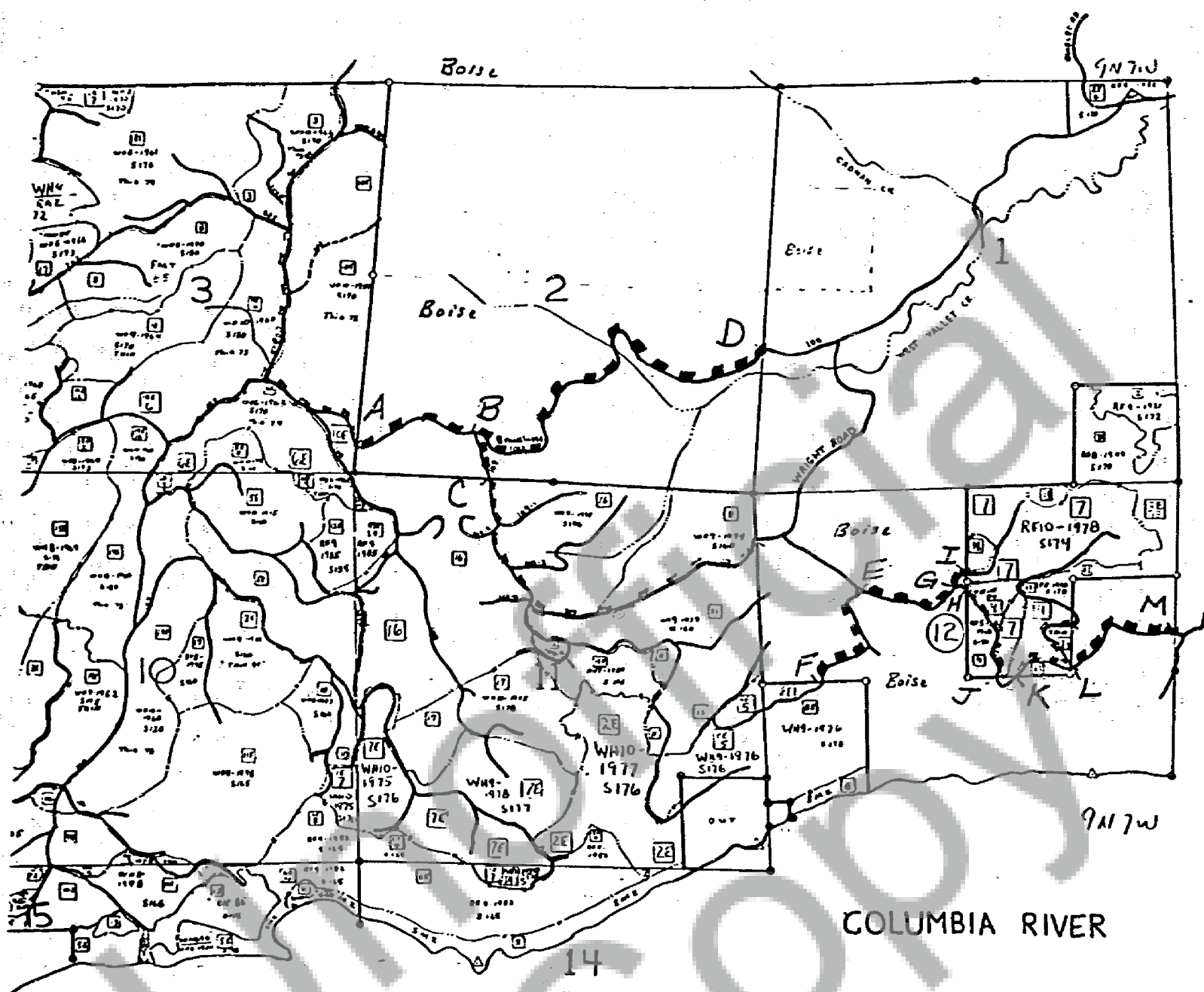


MAP C - 17  
Boise Cascade to Cavenham  
Wahkiakum County - T9N, R6W  
A-B B-C B-D





MAP C - 18  
Boise Cascade to Cavenham  
Wahkiakum County - T9N, R6W  
Section 2  
A-B C-D



MAP C - 19  
Boise Cascade to Cavenham

Wahkiakum County - T9N, R7W  
Sections 2, 12

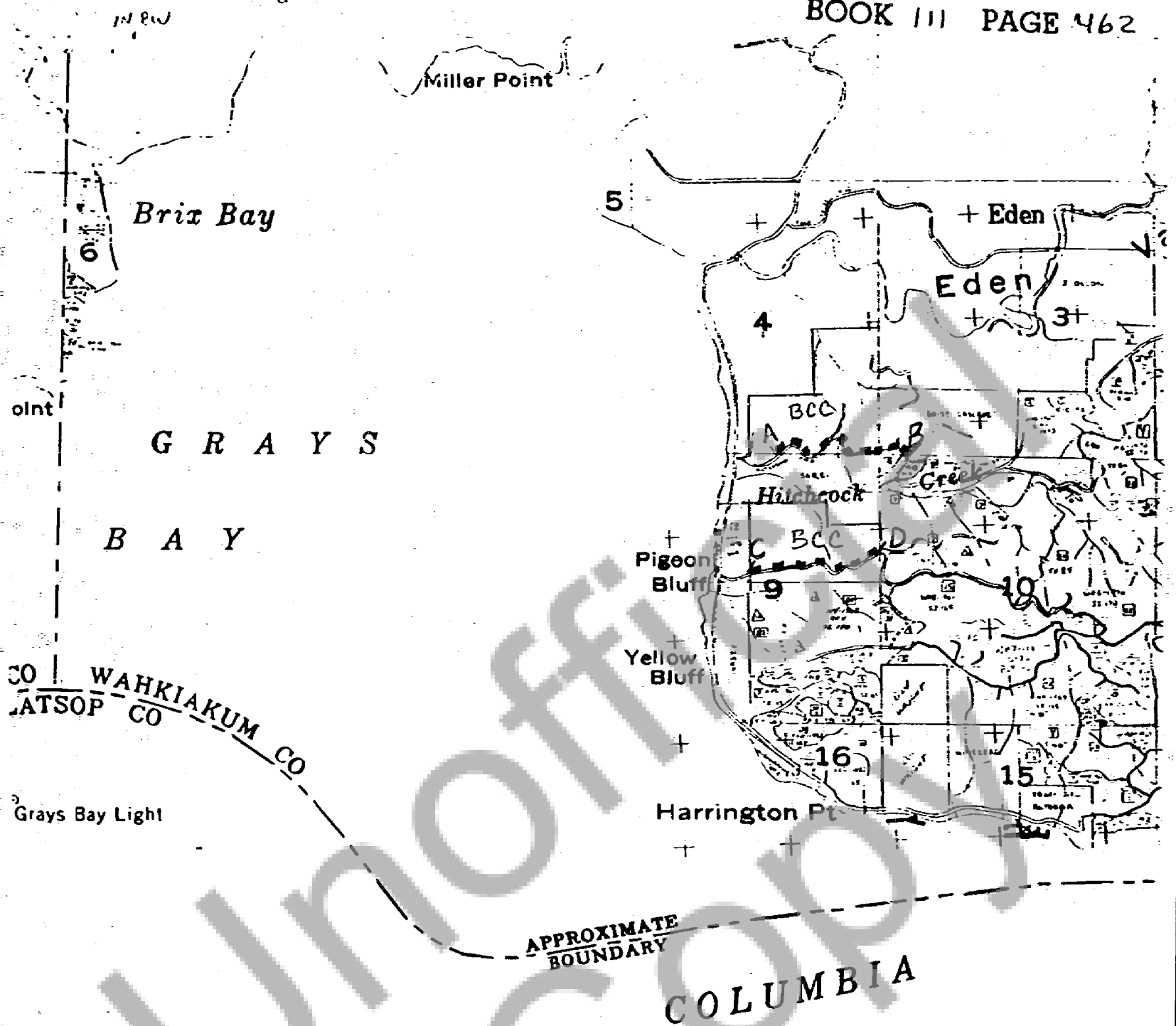
A-B	B-C	B-D
E-F	E-G	G-H
G-I	J-K	L-M

TYPE MAP.

Scale 1"=1000'

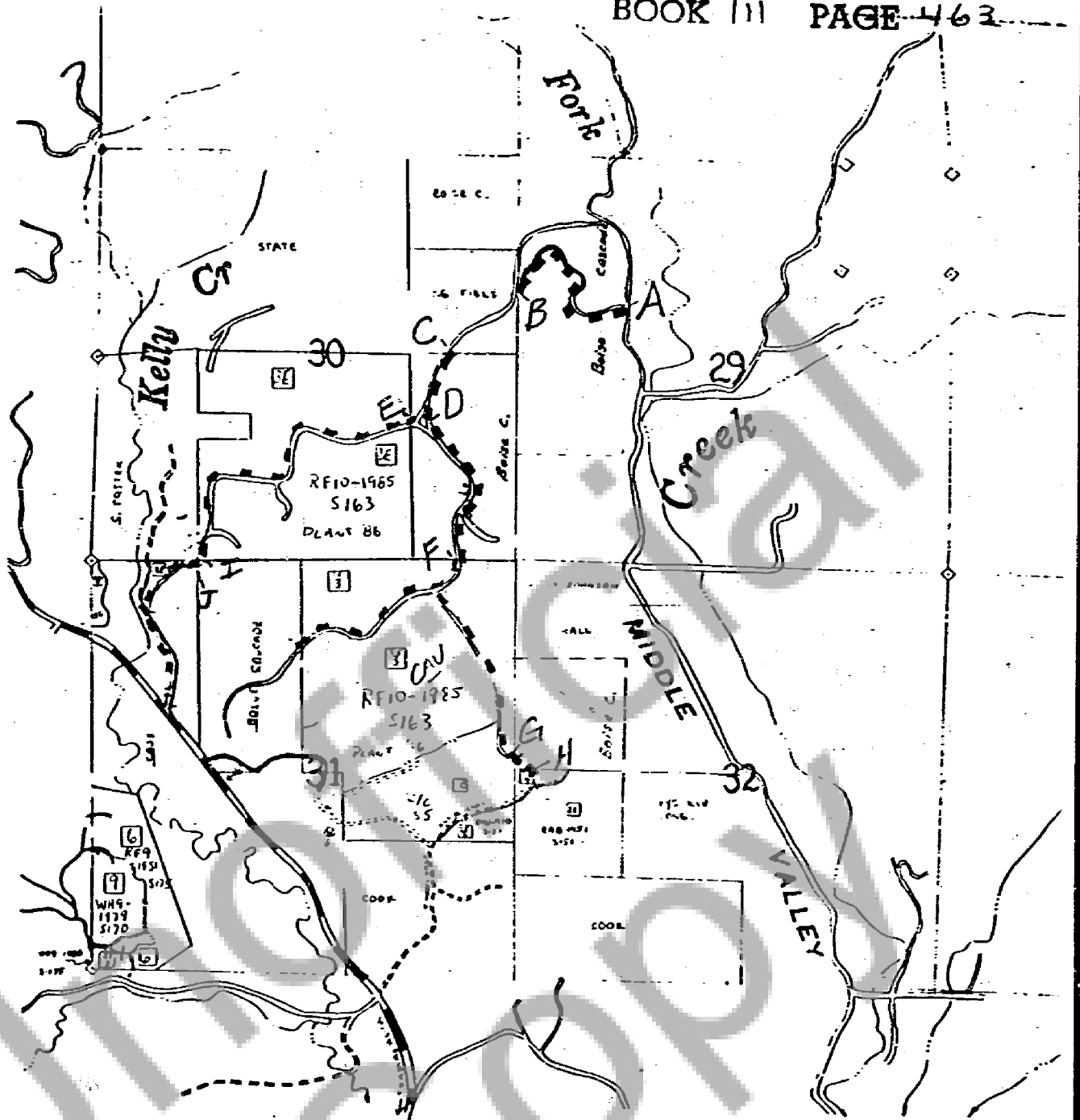
Rock pit  
Amr. cliff





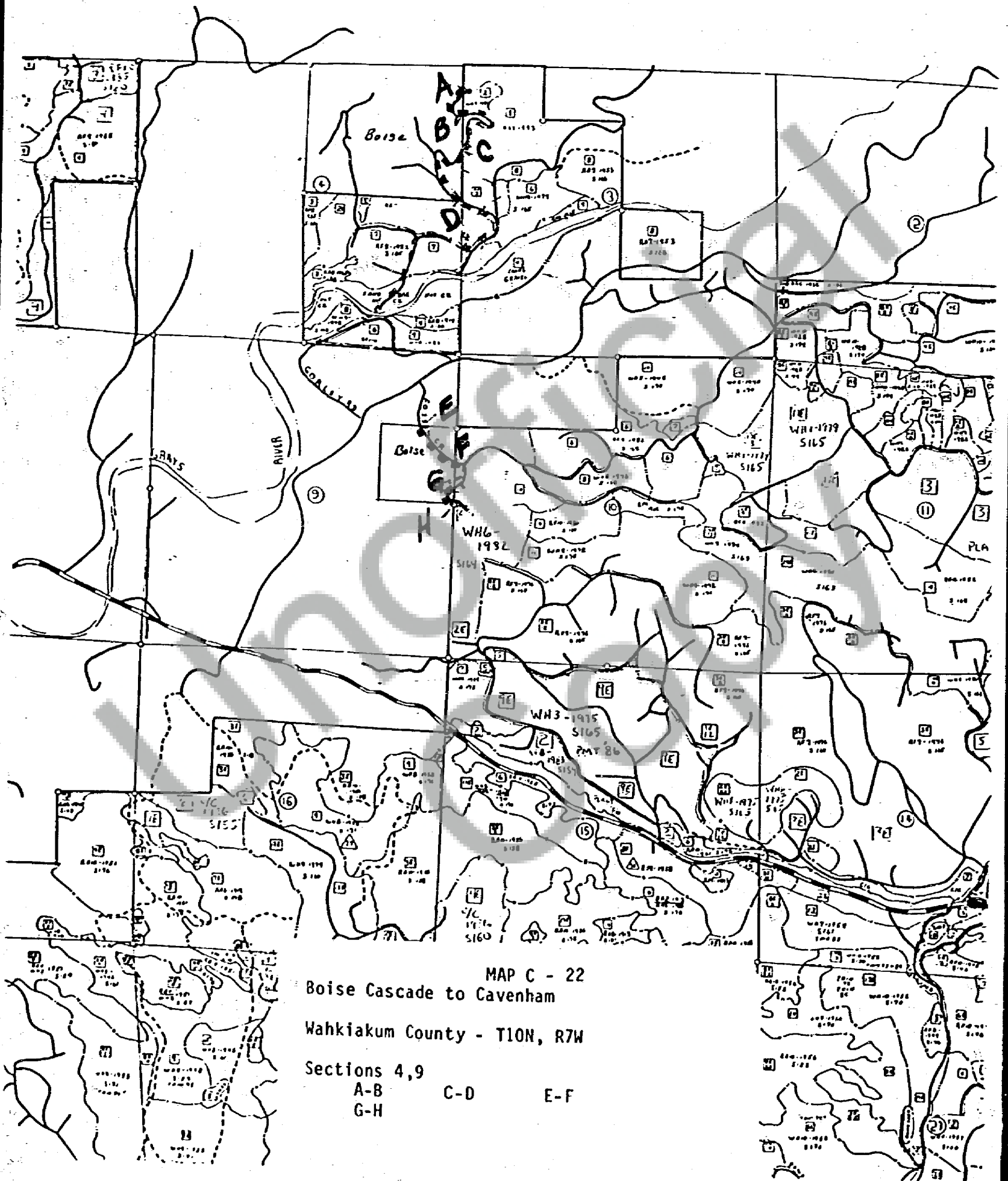
T9N R8W

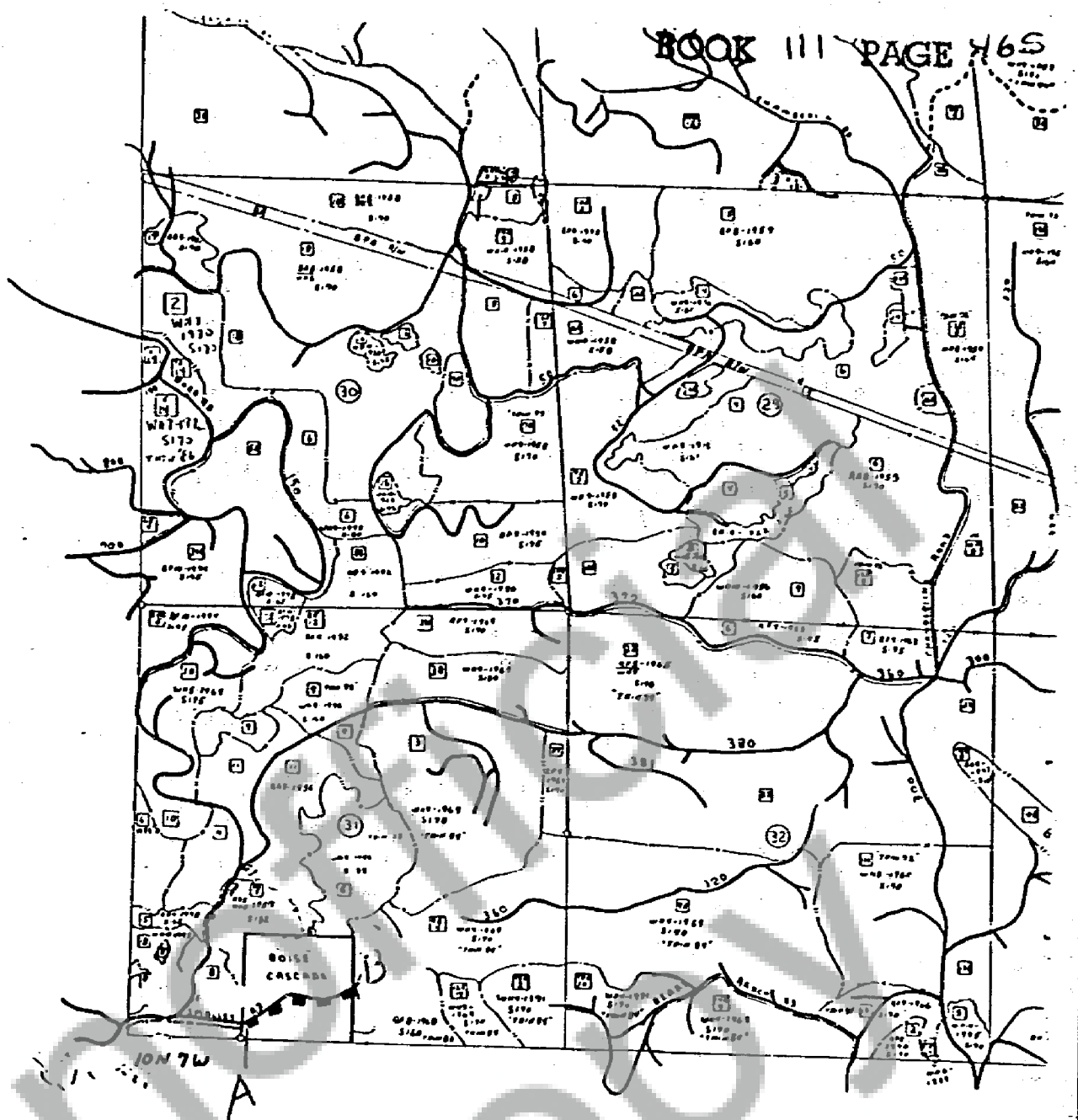
MAP C- 20  
Boise Cascade to Cavenham  
Wahkiakum County - T9N, R8W  
Sections 3,4,9 - Road Segments  
A-B C-D



T10N R6W

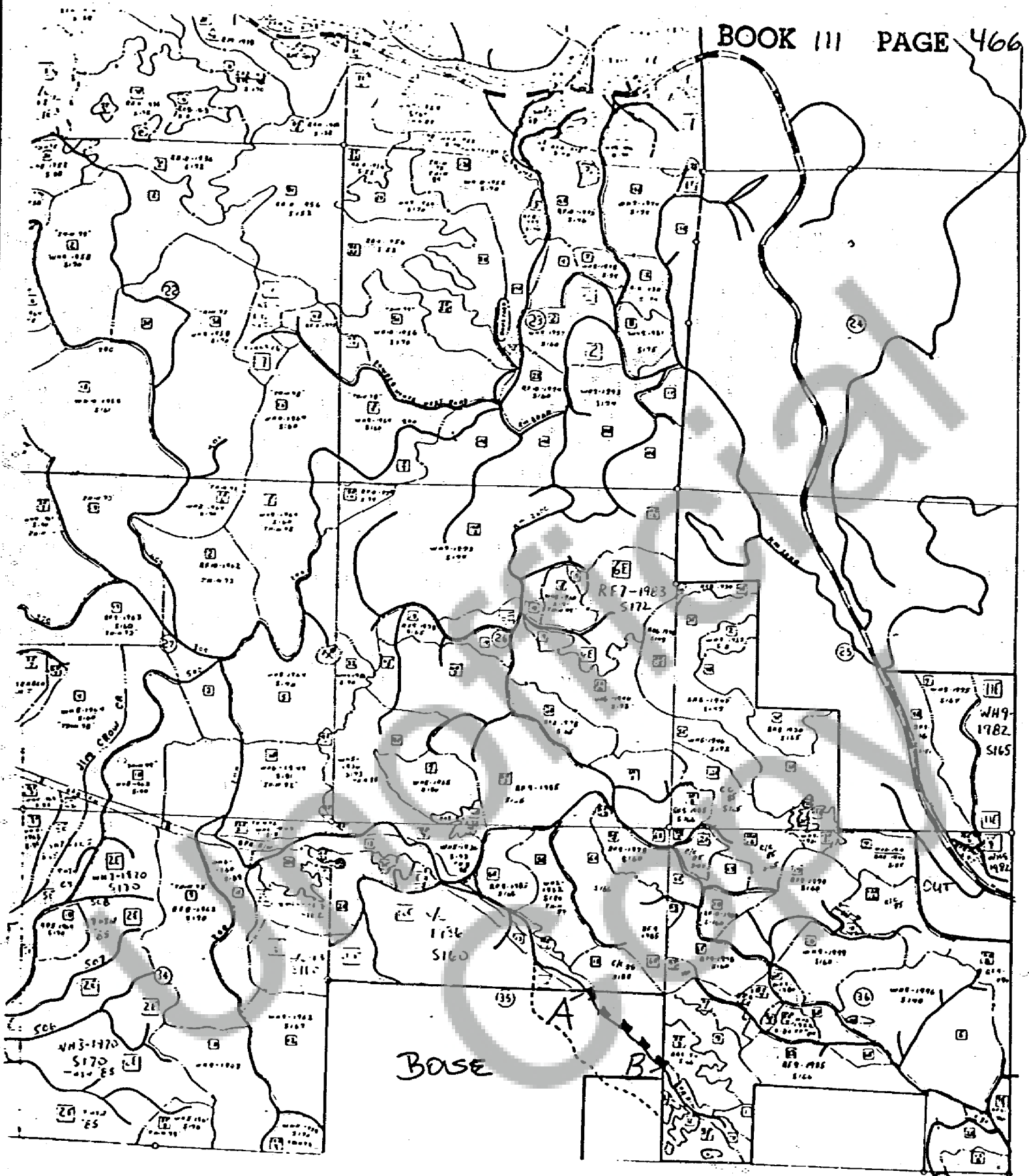
MAP C- 21  
Boise Cascade to Cavenham  
Wahkiakum County - T10N, R6W  
Sections 29,30,31,32  
A-B C-D D-E  
D-F G-H I-J





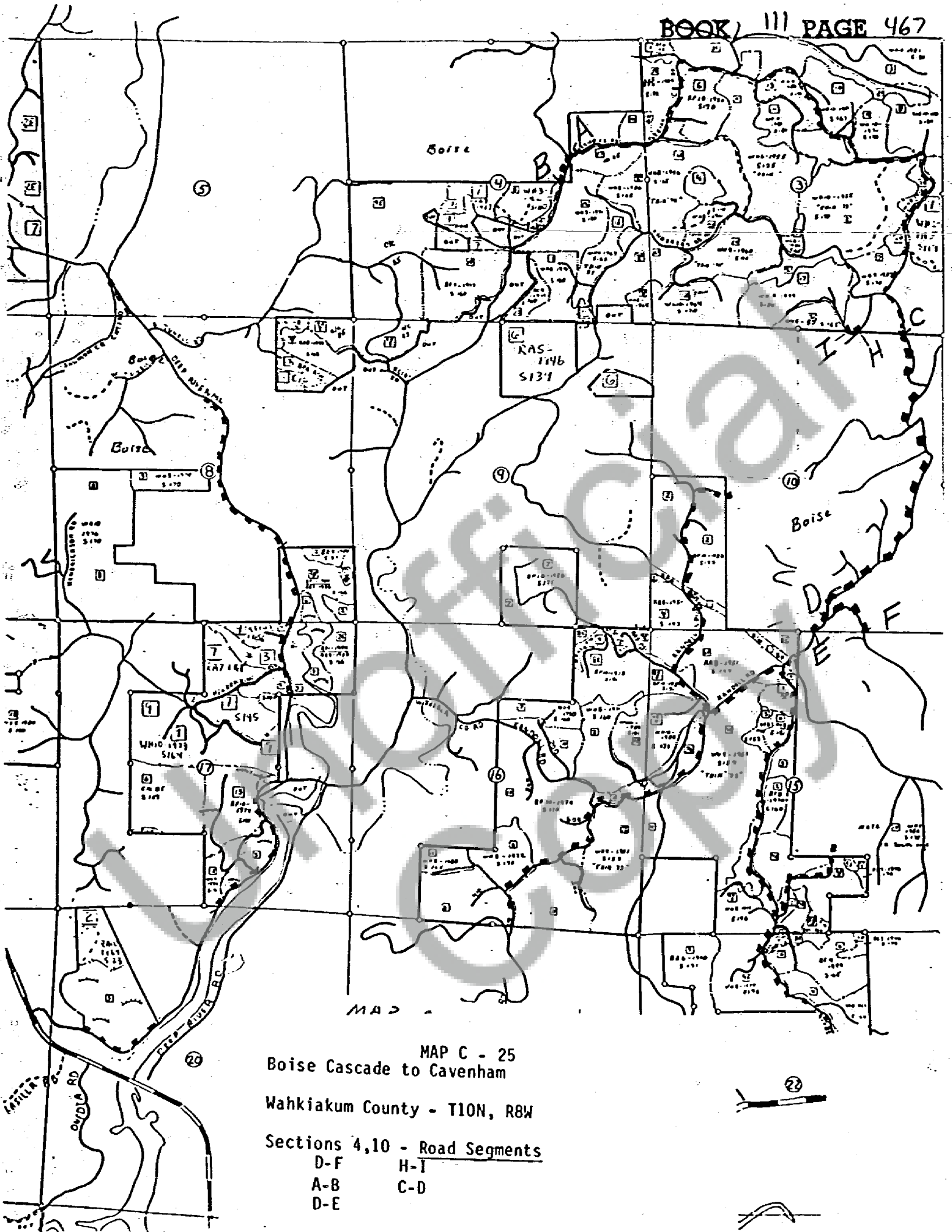
MAP C - 23  
Boise Cascade to Cavenham  
Wahkiakum County - T10N, R7W  
Section 31  
A-B



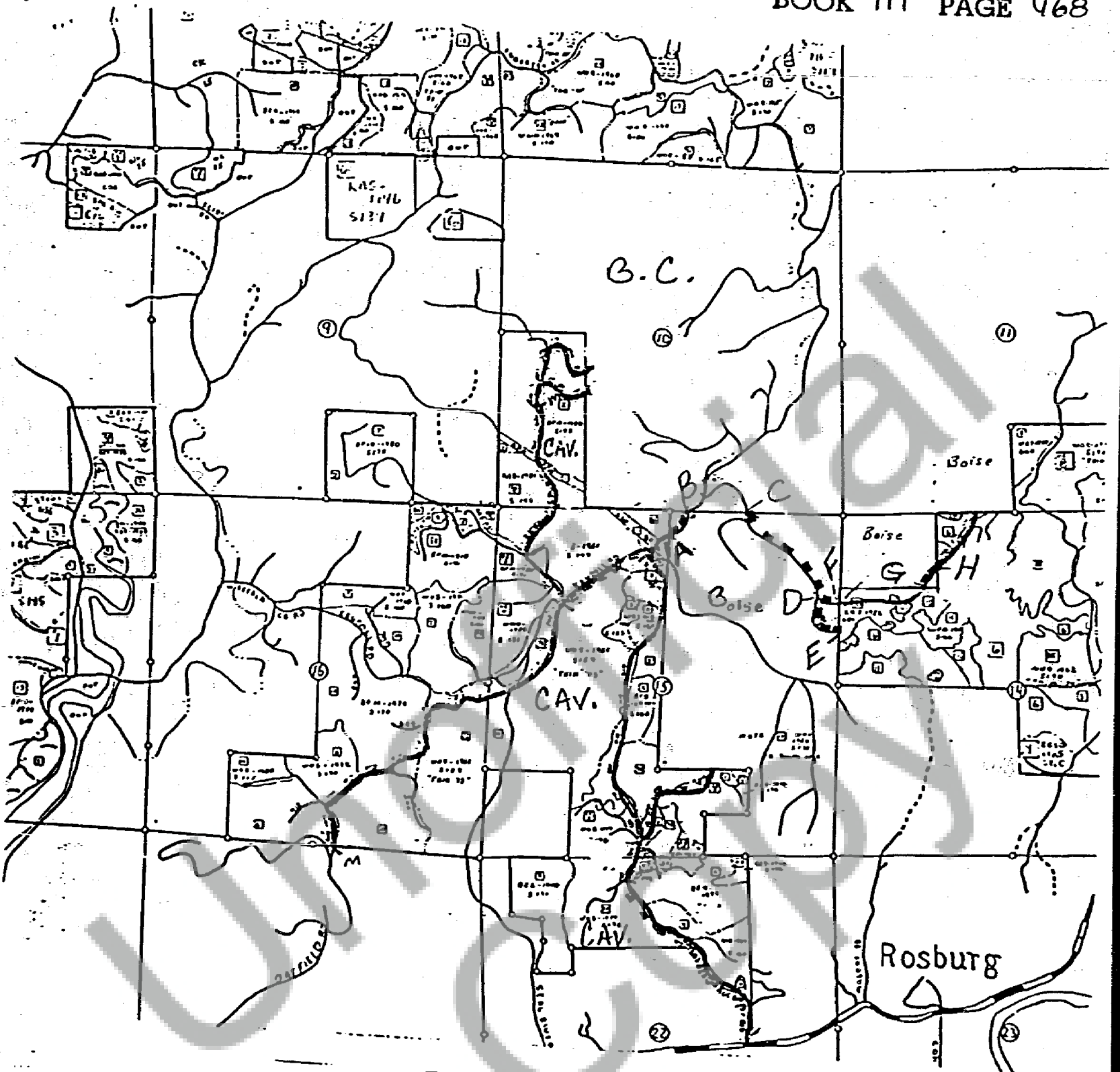


MAP C - 24  
Boise Cascade to Cavenham  
Wahkiakum County - T10N, R7W  
Section 35 - Road Segments  
A-B

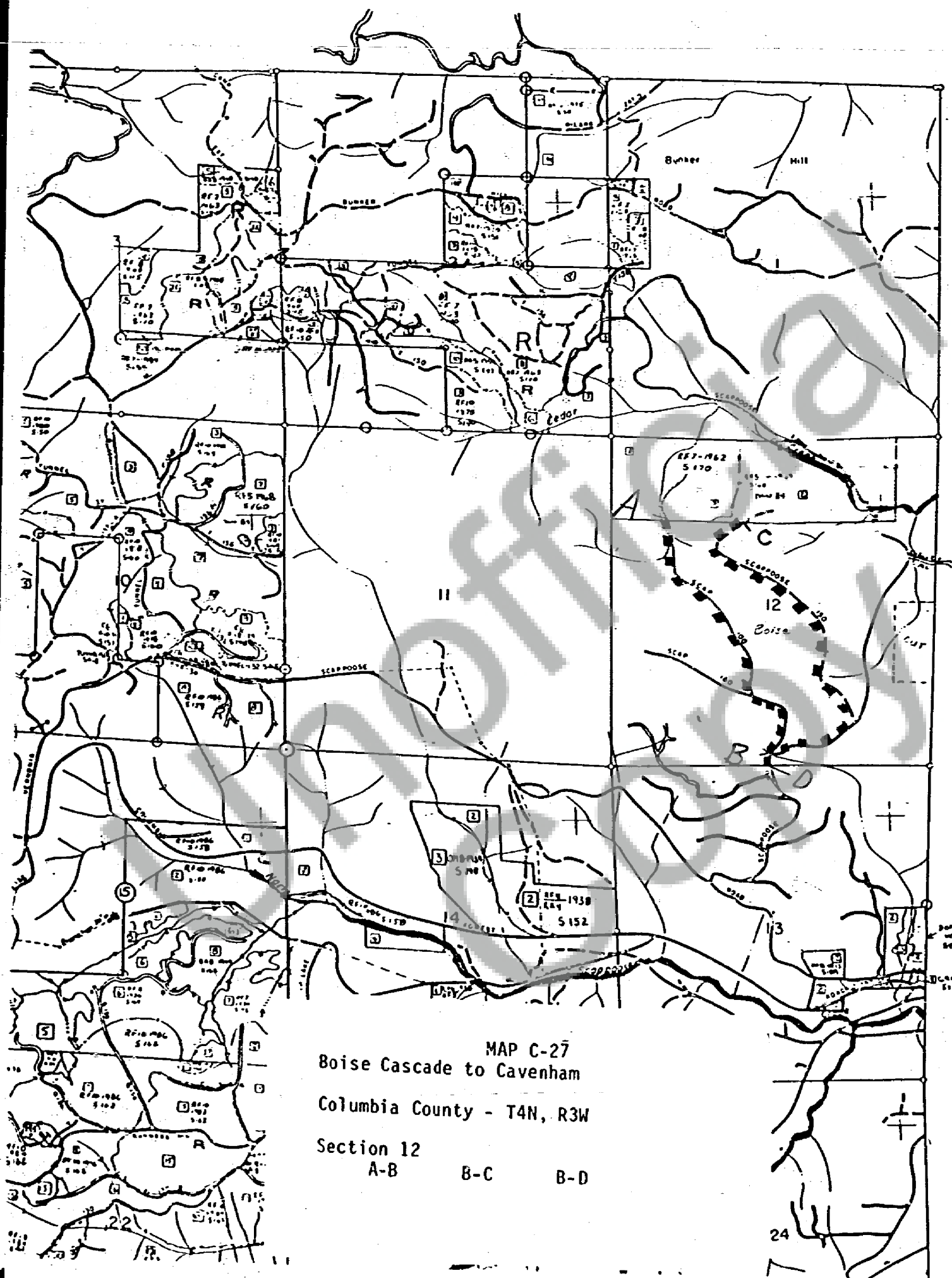
ION 7U  
JAN 1967

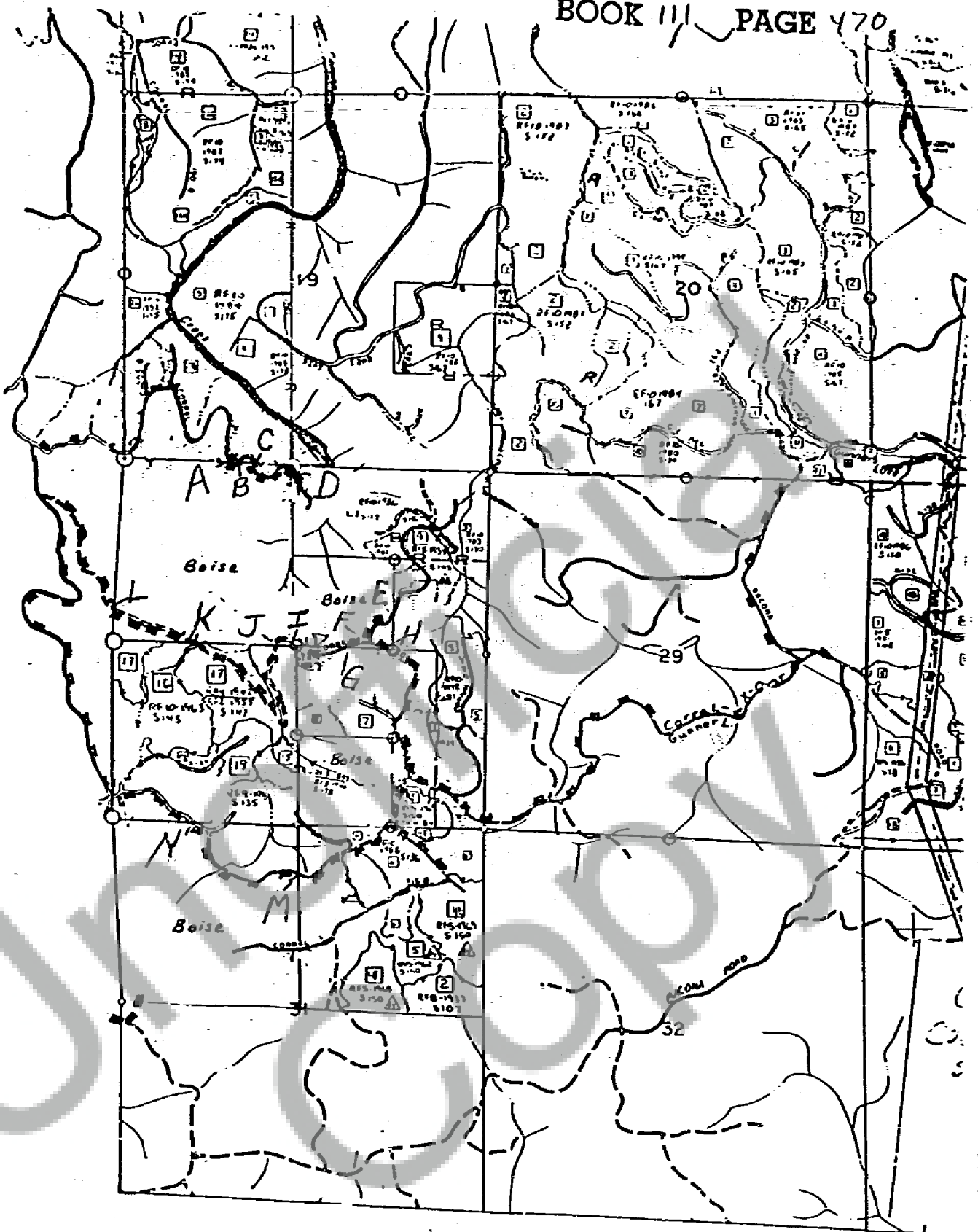




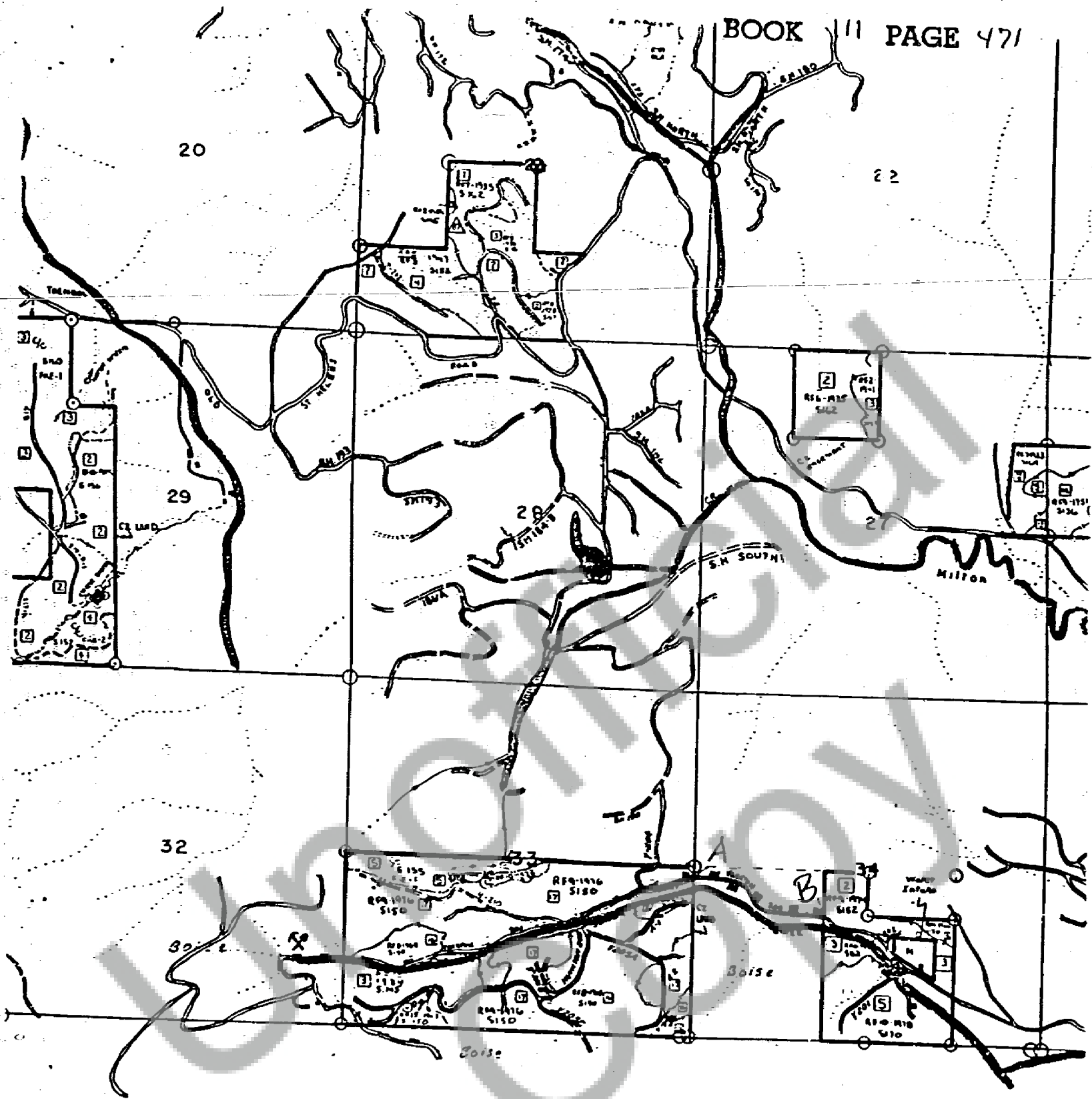


MAP C - 26  
Boise Cascade to Cavenham  
Wahkiakum County - T10N, R8W  
Sections 14,15 - Road Segments  
A-B C-D D-E  
D-F G-H





MAP C - 28  
Boise Cascade to Cavenham  
Columbia County - T4N, R3W  
Sections 30,31 - Road Segments  
A-B C-D E-F  
F-G F-H I-J  
K-L M-N

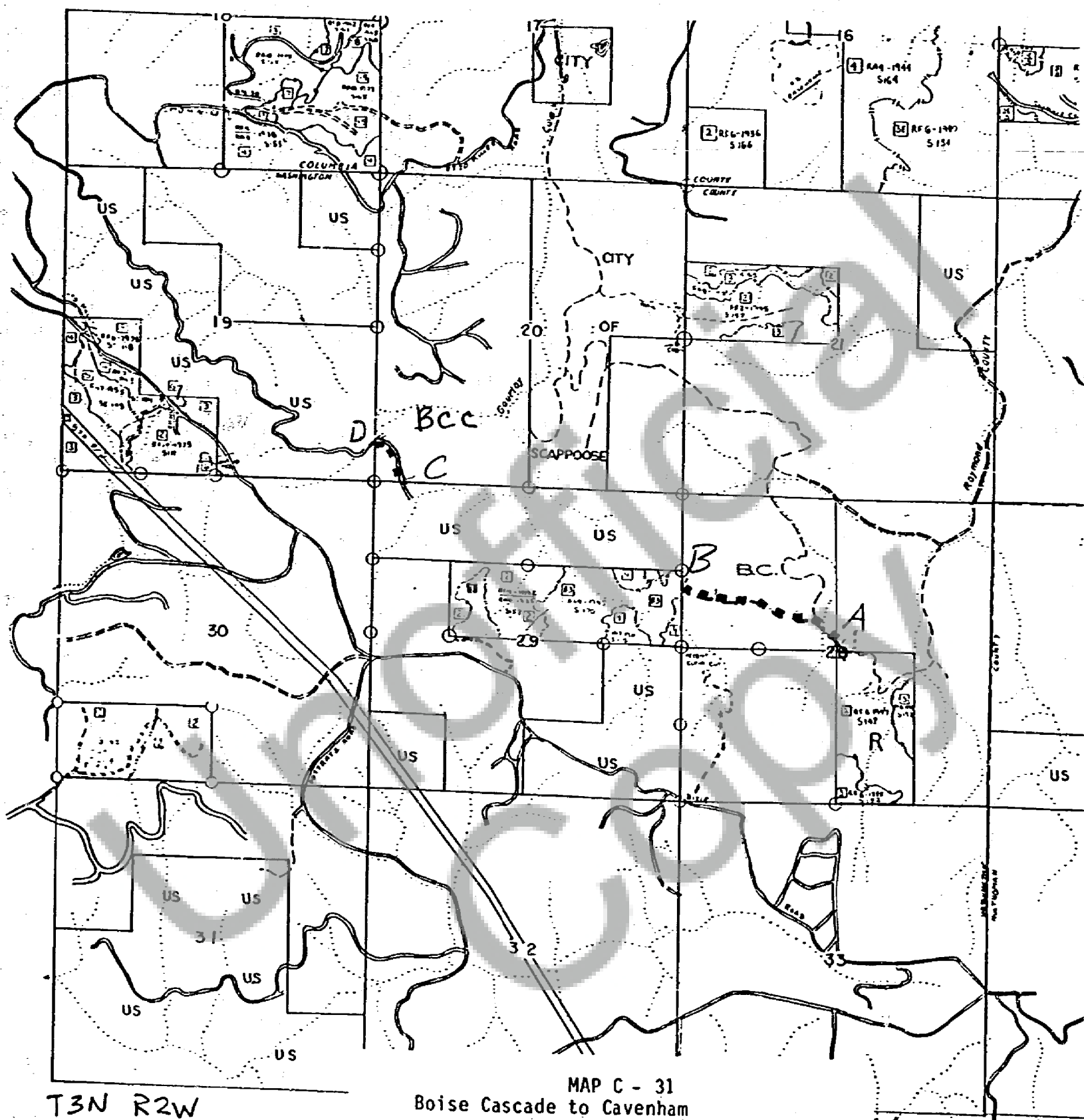


MAP C - 29  
Boise Cascade to Cavenham  
Columbia County - T5N, R2W  
Section 34  
A-B







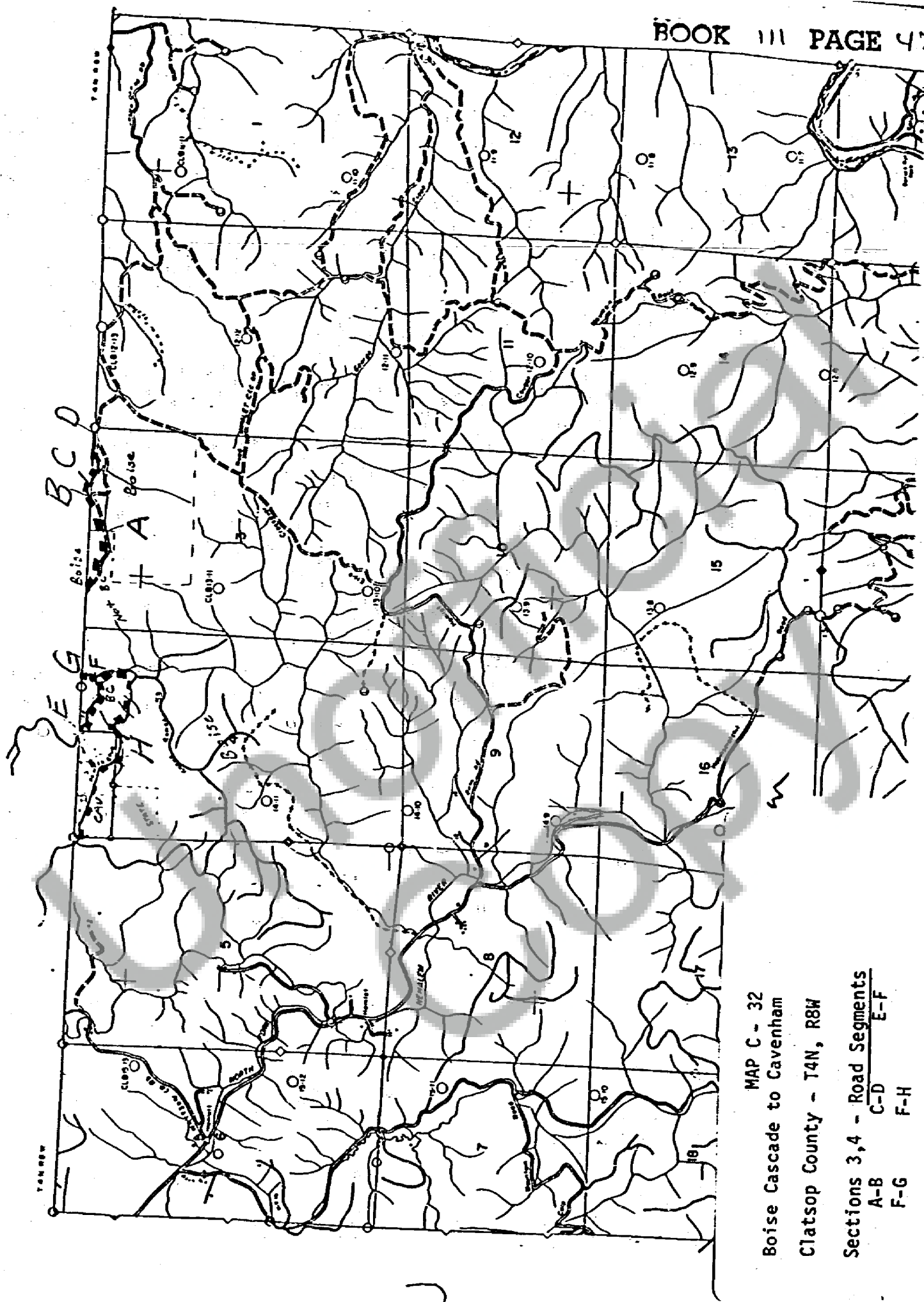


T3N R2W

MAP C - 31  
Boise Cascade to Cavenham

Washington County - T3N, R2W

Sections 20, 28 - Road Segments  
A-B C-D



MAP C - 32

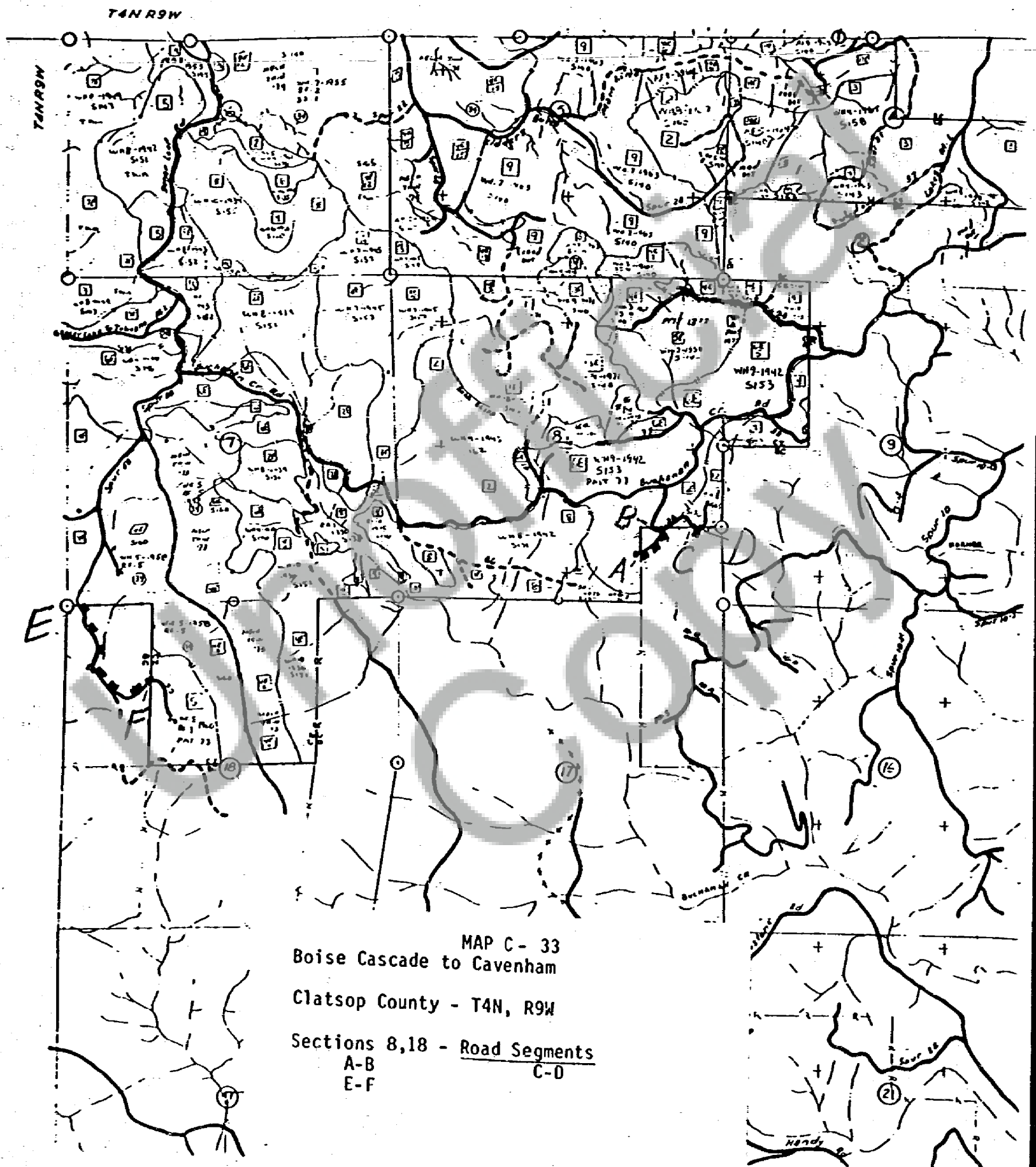
Boise Cascade to Cavenham

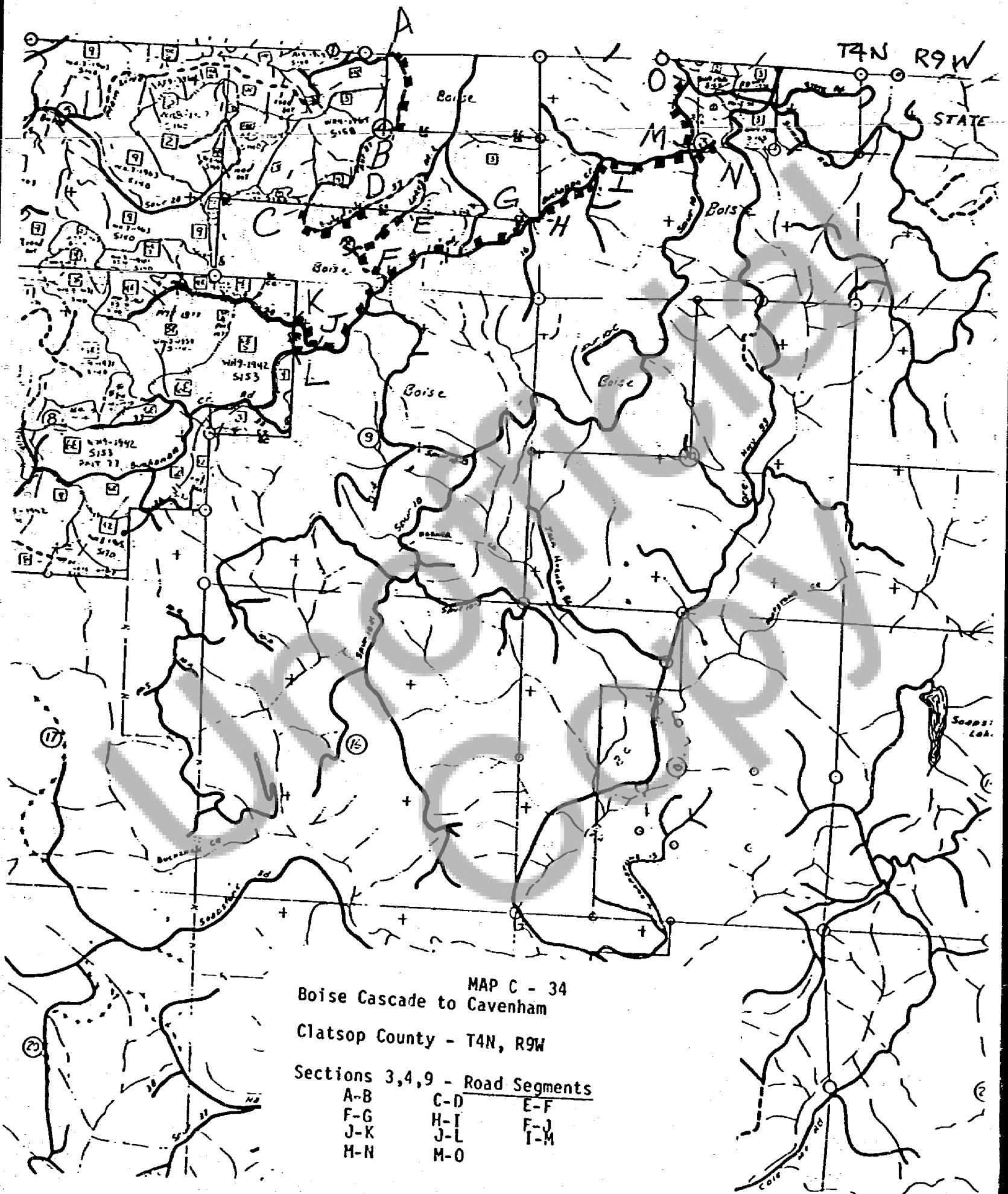
Clatsop County - T4N, R8W

Sections 3, 4 - Road Segments

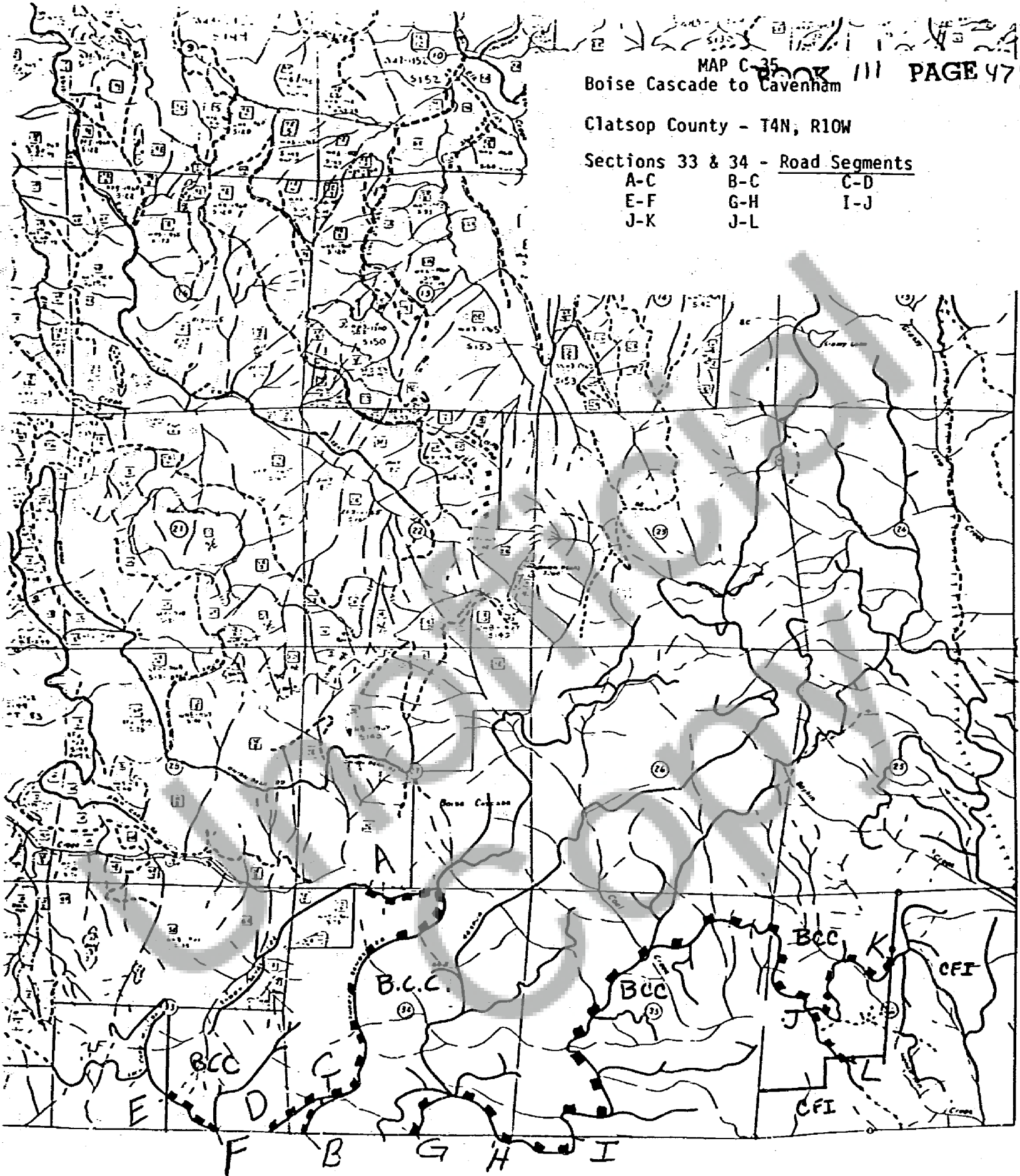
A-B C-D E-F

F-G F-H









MAP C-35  
Boise Cascade to Cavenham

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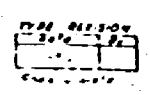
Clatsop County - T4N, R10W

Sections 33 & 34 - Road Segments

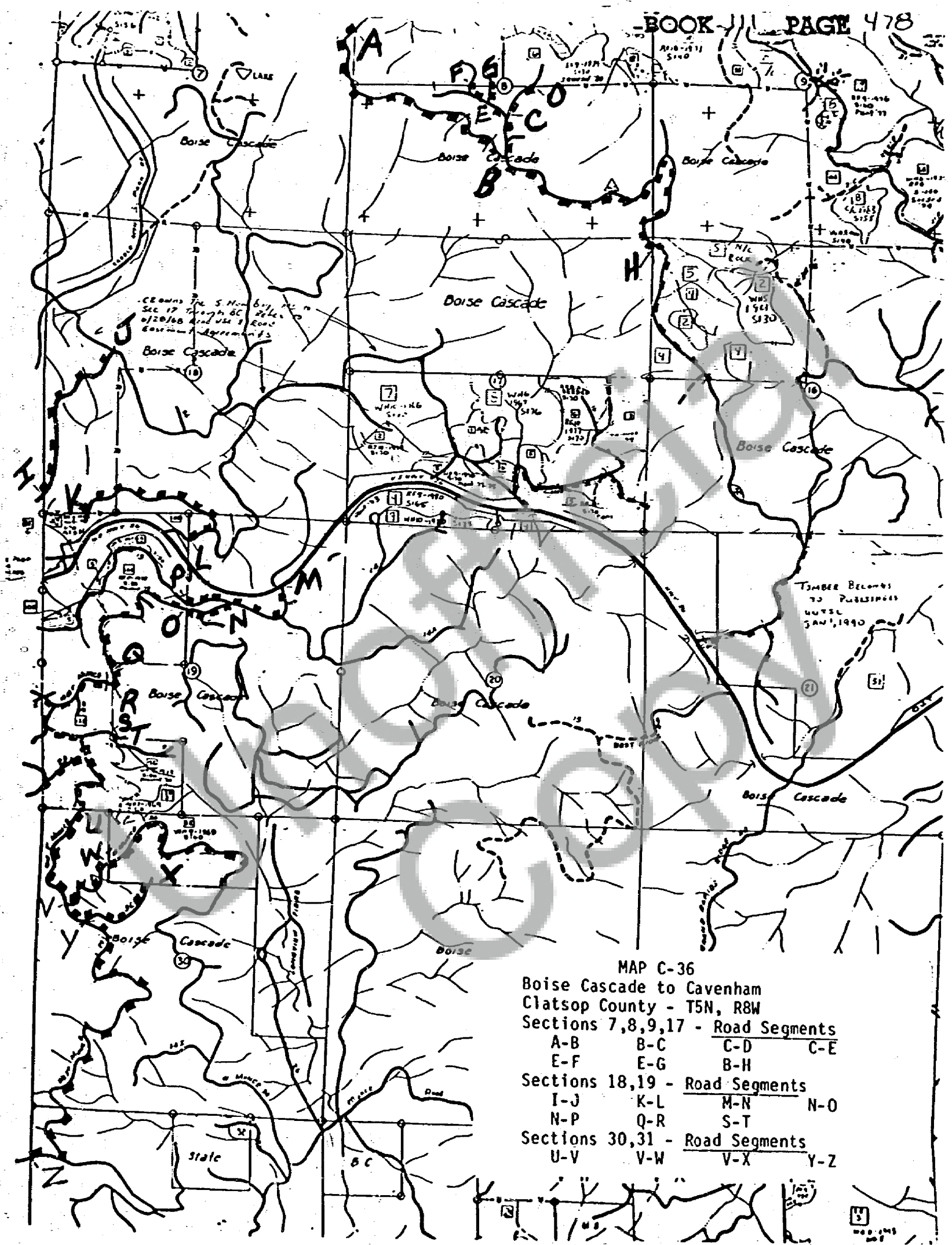
- |     |     |     |
|-----|-----|-----|
| A-C | B-C | C-D |
| E-F | G-H | I-J |
| J-K | J-L |     |

T. 4 N. R. 10 W.  
CLATSOP COUNTY

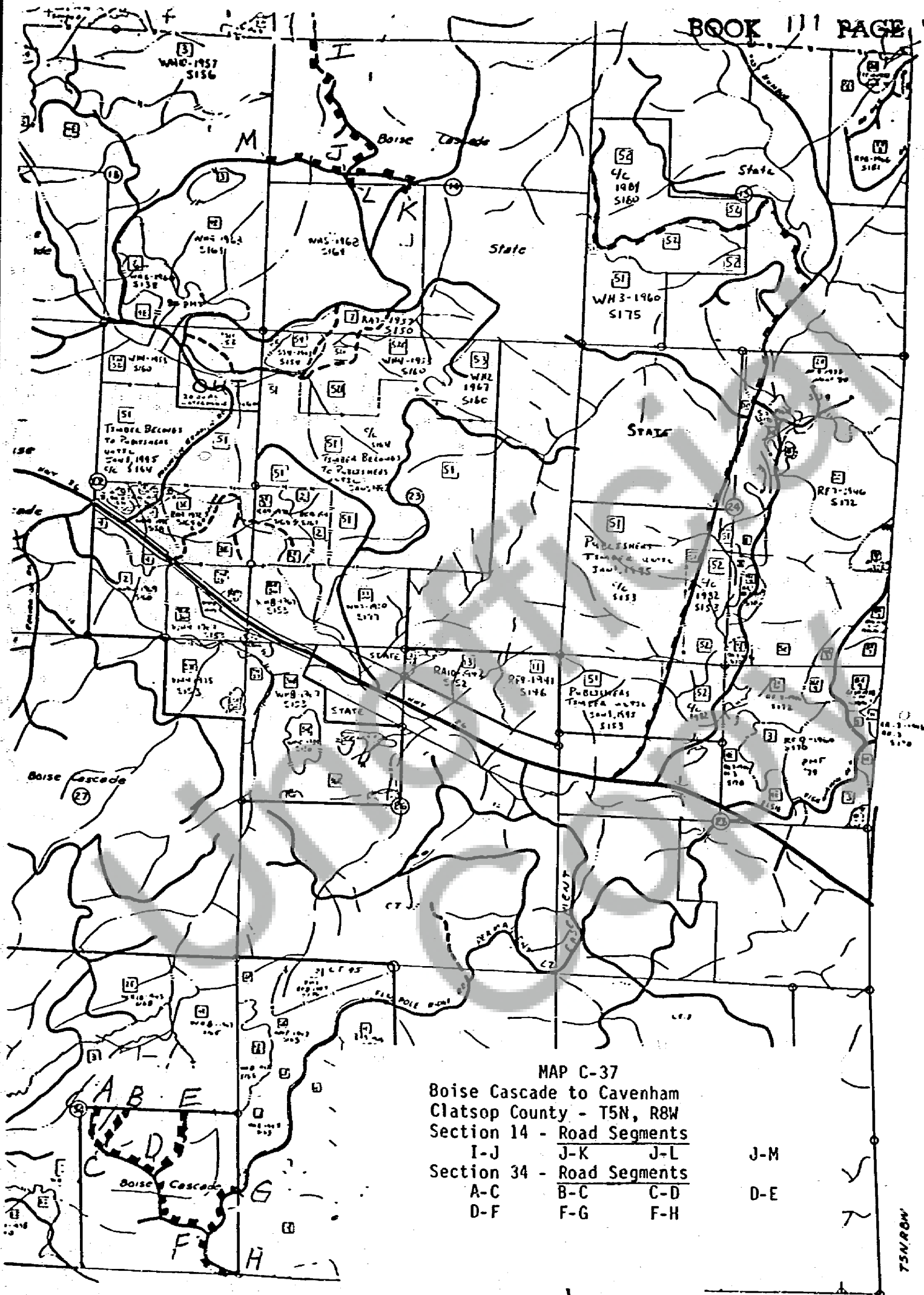
T. 4 N. R. 10 W.

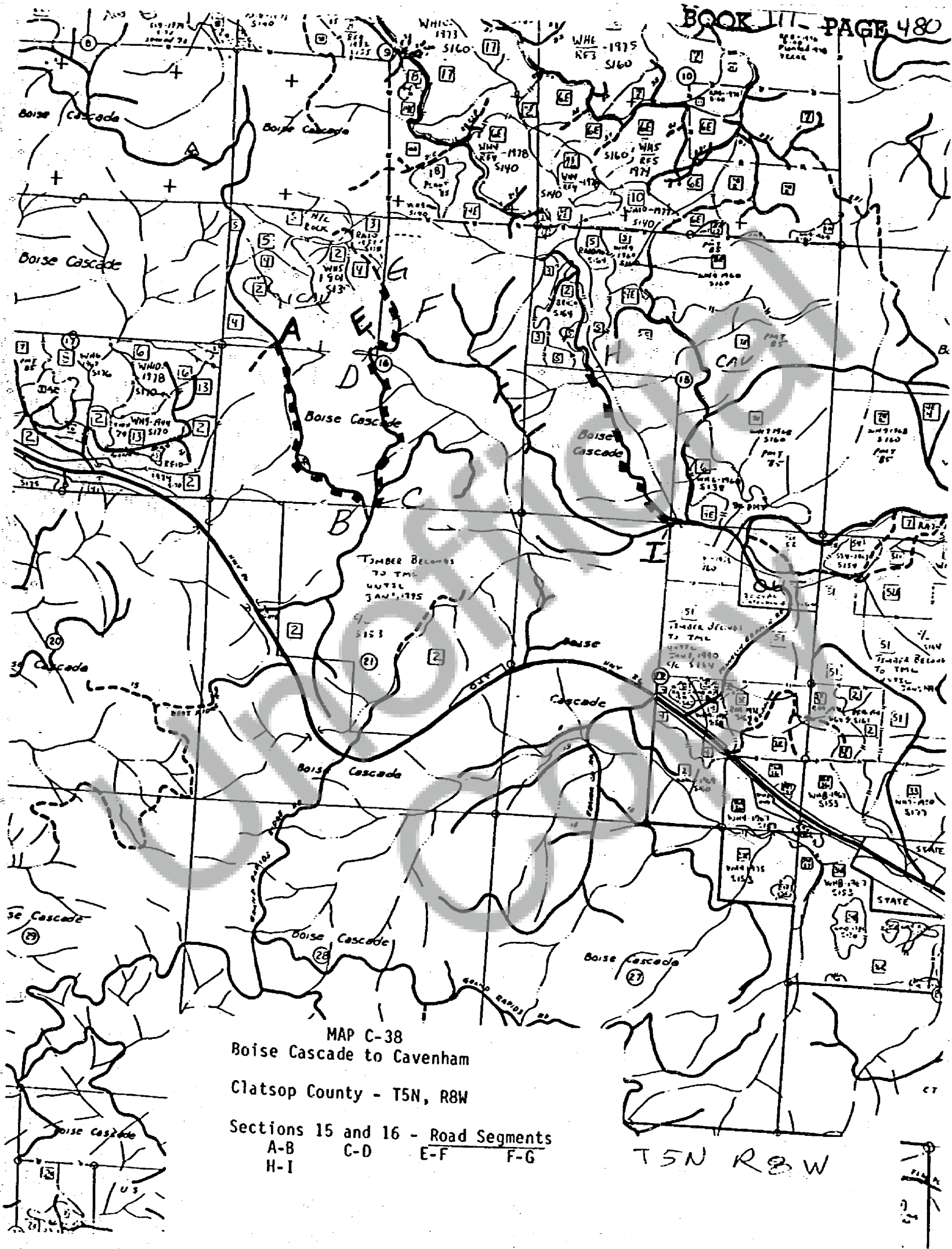




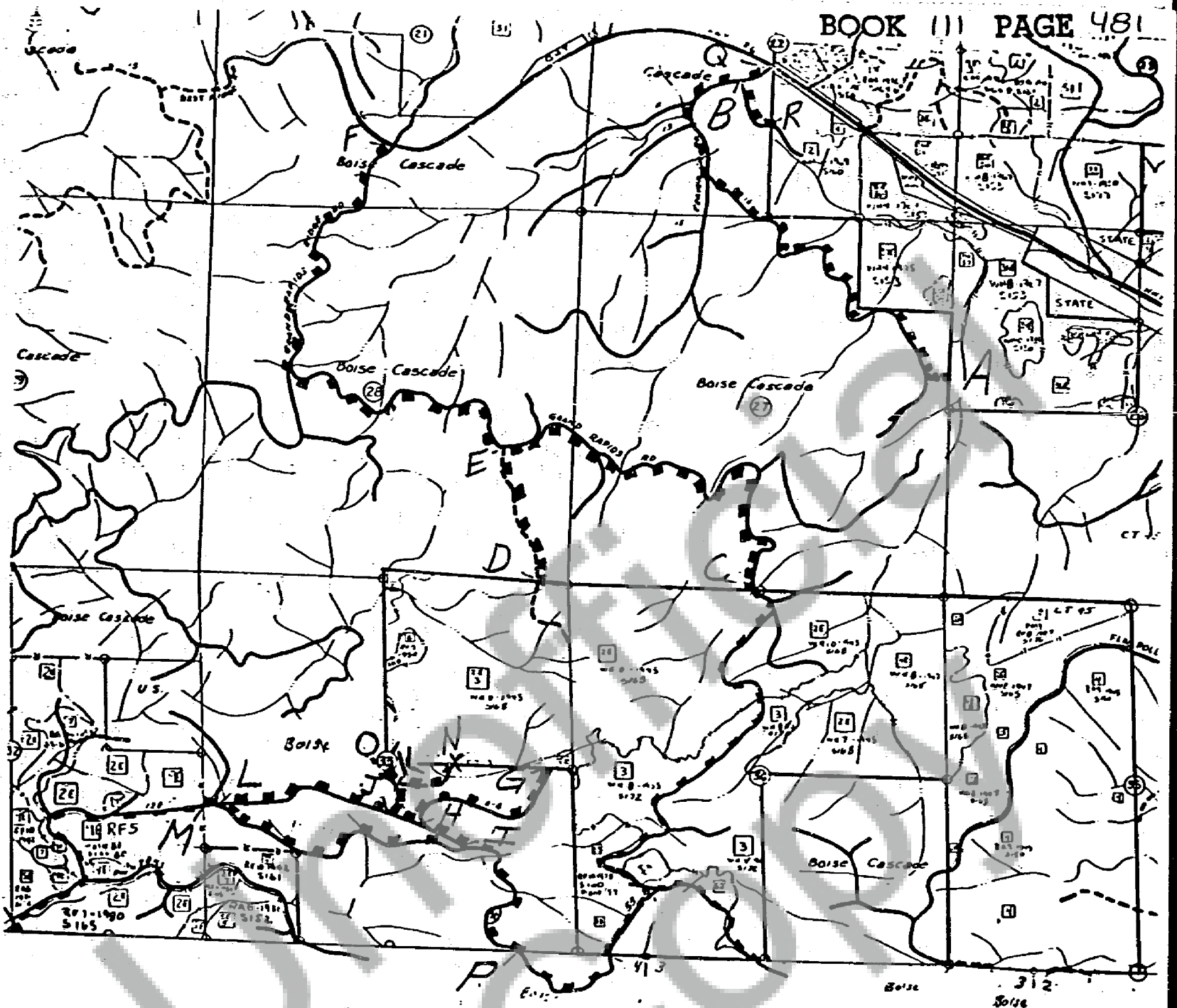


MAP C-36  
 Boise Cascade to Cavenham  
 Clatsop County - T5N, R8W  
 Sections 7,8,9,17 - Road Segments  
 A-B      B-C      C-D      C-E  
 E-F      E-G      B-H  
 Sections 18,19 - Road Segments  
 I-J      K-L      M-N      N-O  
 N-P      Q-R      S-T  
 Sections 30,31 - Road Segments  
 U-V      V-W      V-X      Y-Z









T 5 N R 8 W  
CLATSOP COUNTY

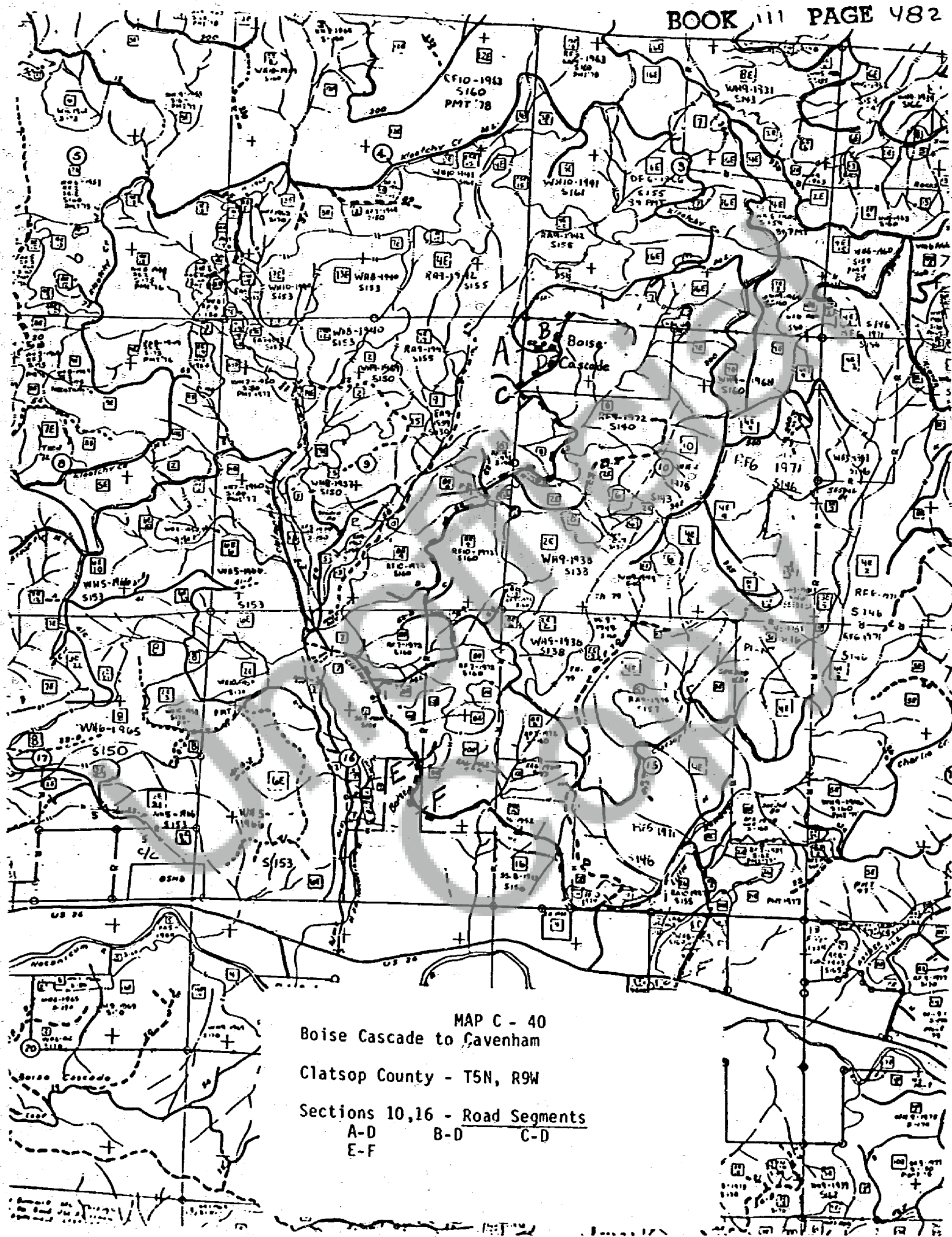
MAP C-39

Boise Cascade to Cavenham

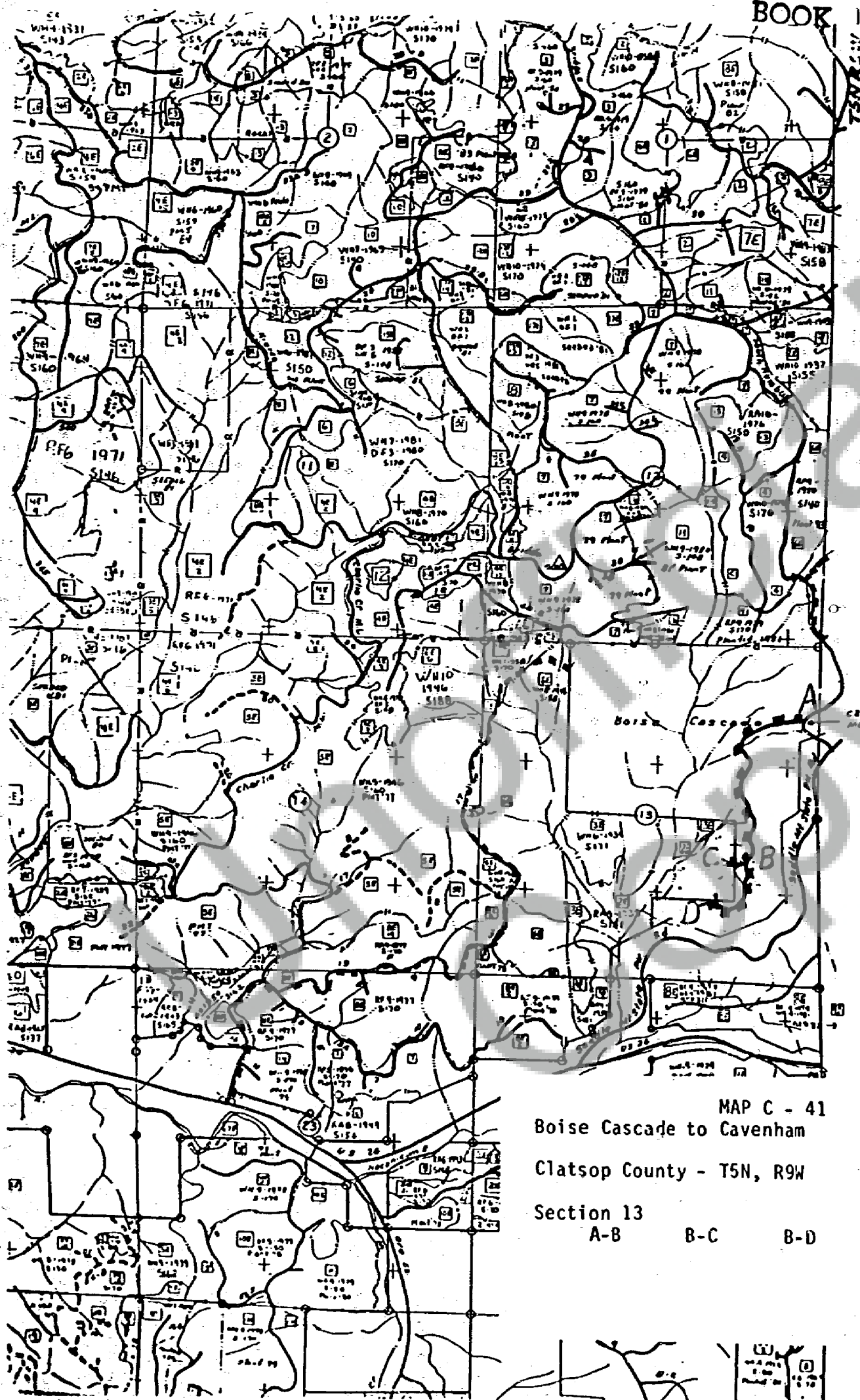
Clatsop County - T5N, R8W

Sections 21,22,27,28,33 - Road Segments

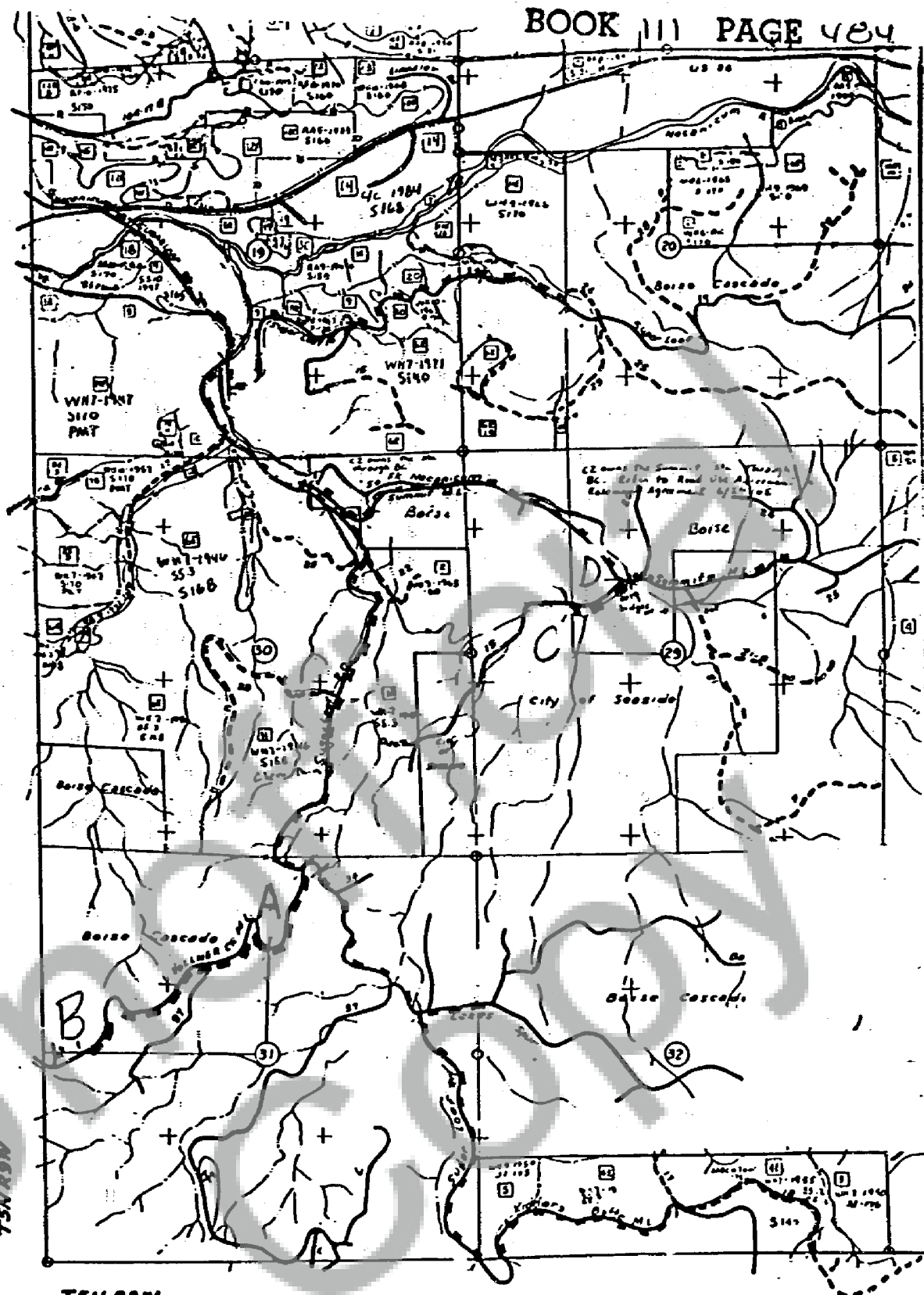
A-B	C-E	D-E	E-F
G-H	H-I	H-J	J-K
J-L	L-M	K-N	K-O
I-P	B-Q	B-R	



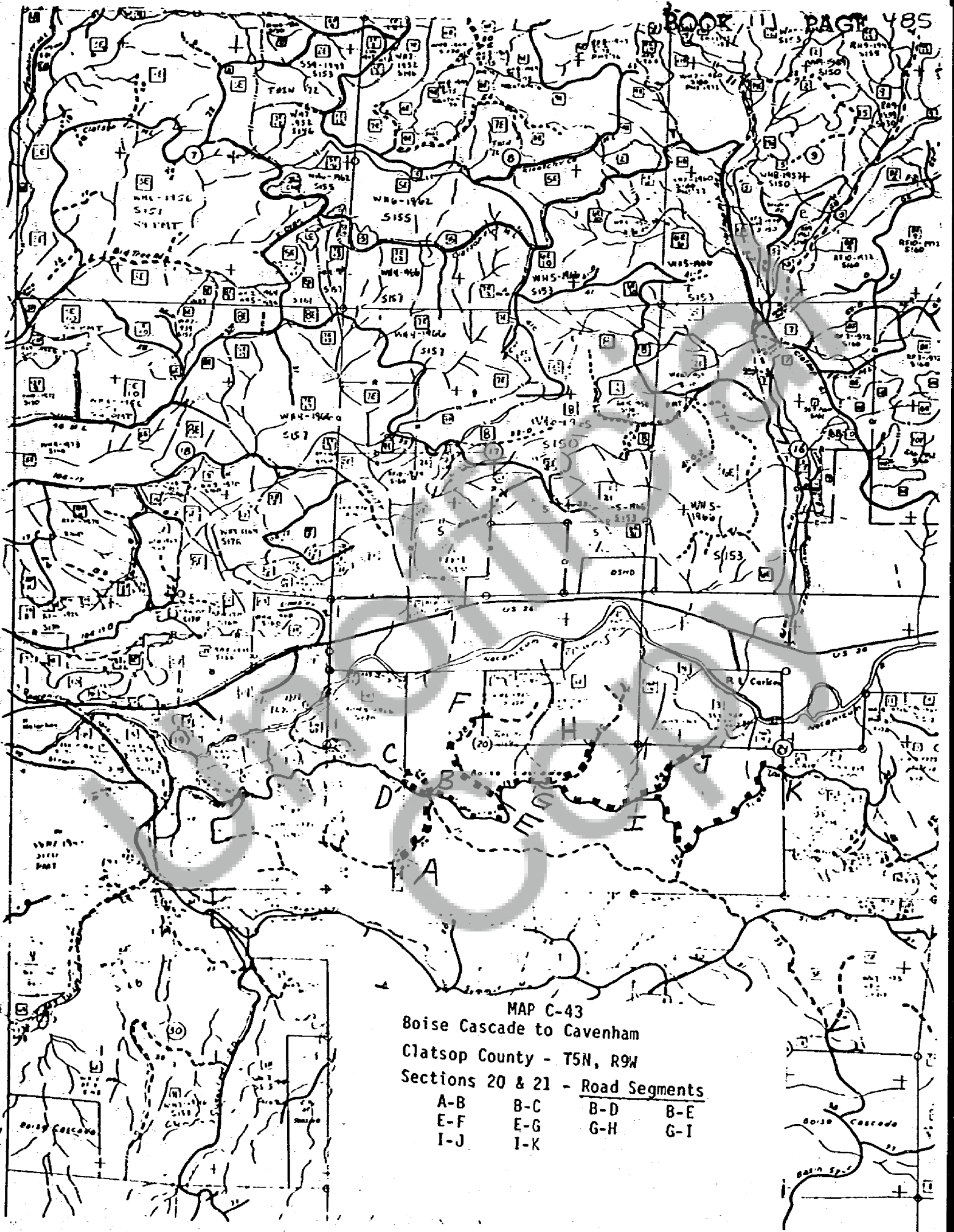




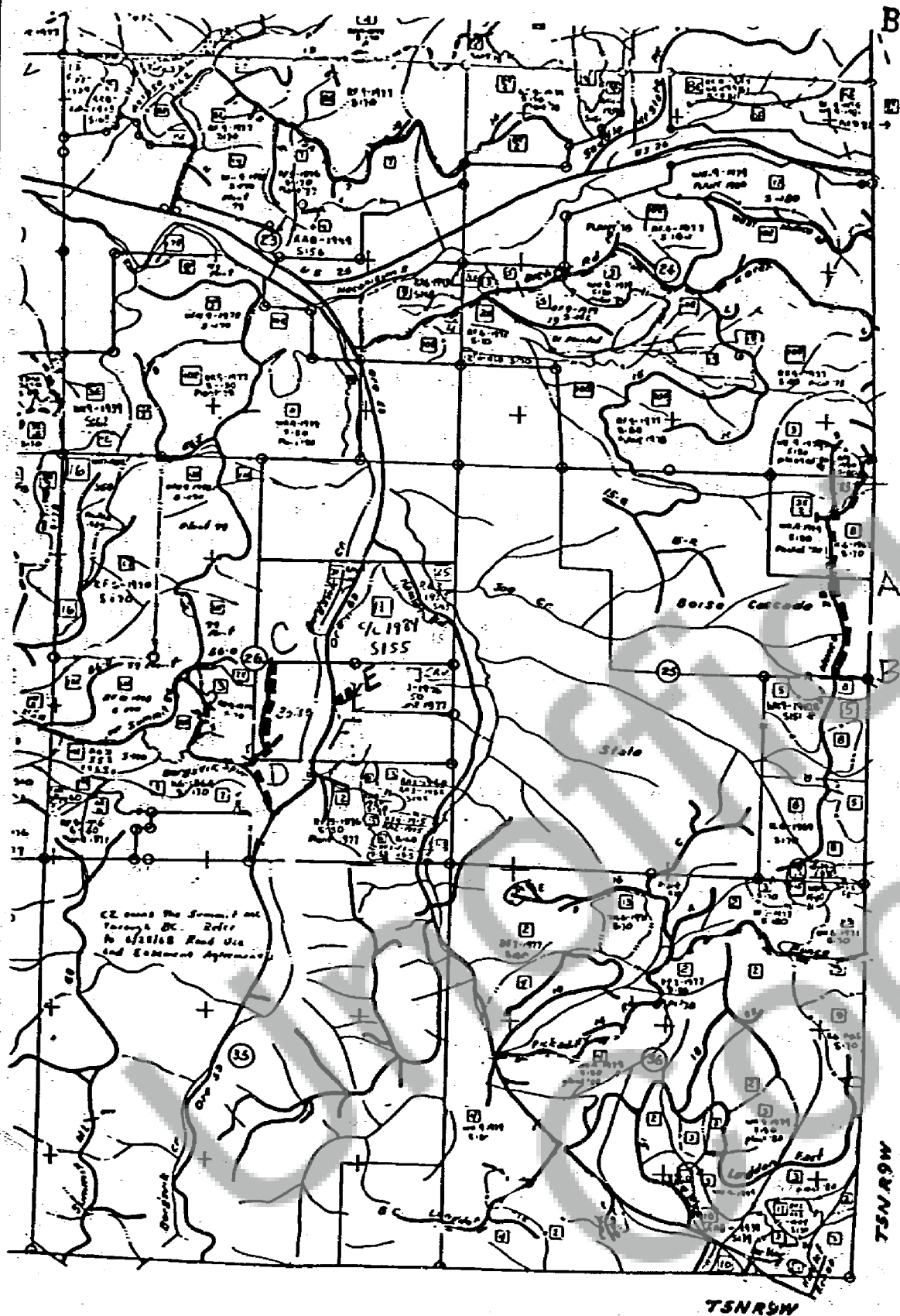
MAP C - 41  
Boise Cascade to Cavenham  
Clatsop County - T5N, R9W  
Section 13  
A-B B-C B-D



MAP C-42  
Boise Cascade to Cavenham  
Clatsop County - T5N, R9W  
Sections 19 & 31 - Road Segments  
A-B C-D

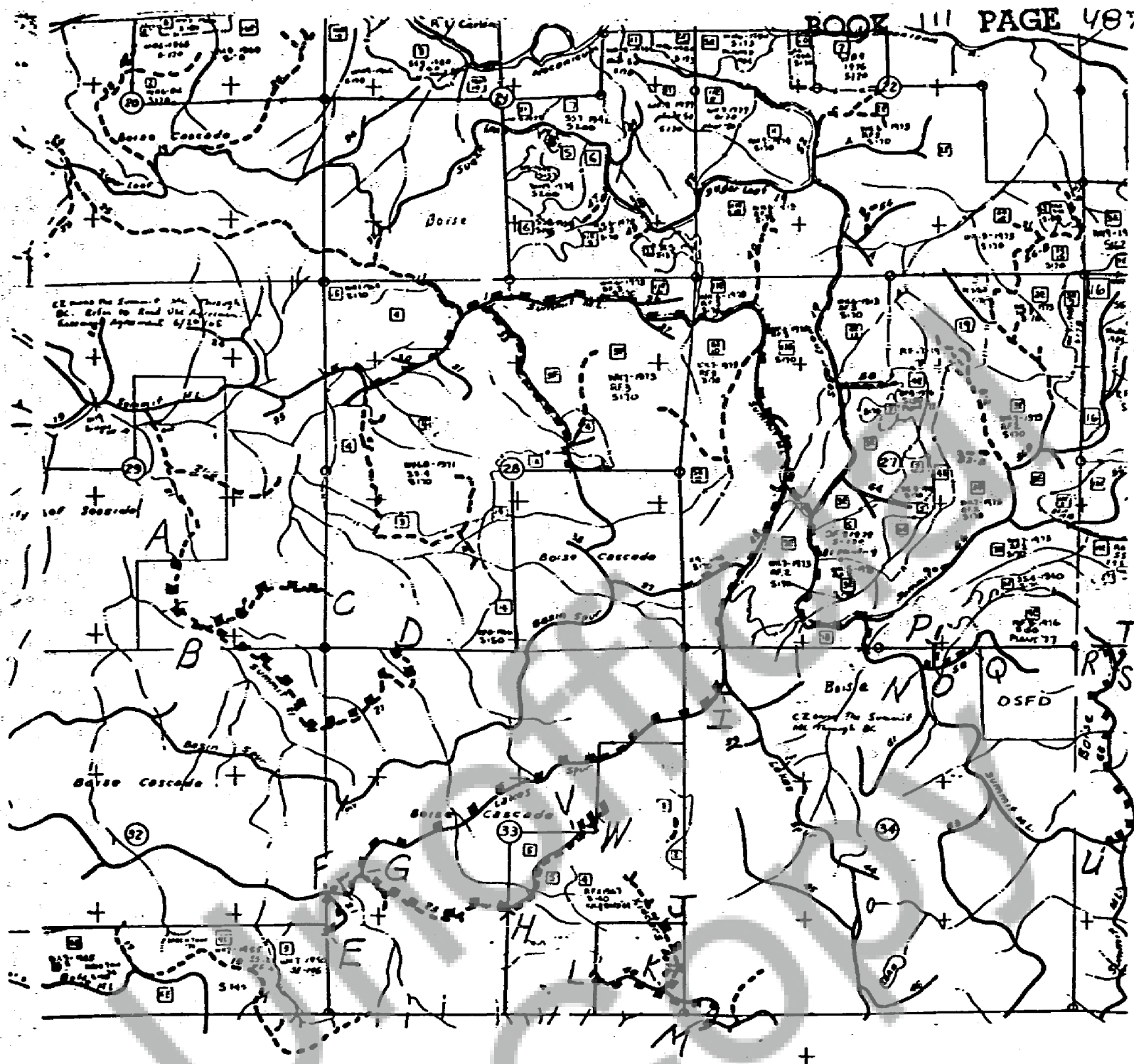






MAP C - 44  
Boise Cascade to Cavenham  
Clatsop County - T5N, R9W  
Sections 25,26  
A-B C-D E-F

511-711



T. 5 N. R. 9 W.  
CLATSOP COUNTY

**MAP C-45**

MAP C-45  
Boise Cascade to Cavenham

Clatsop County - T5N, R9W

Sections 27,28,29,32,33,34,35-Rd. Segment

A-B	B-C	B-D	E-F
F-G	G-I	G-H	J-K
K-L	K-M	N-O	O-P
O-Q	R-S	S-T	S-U
V-W			

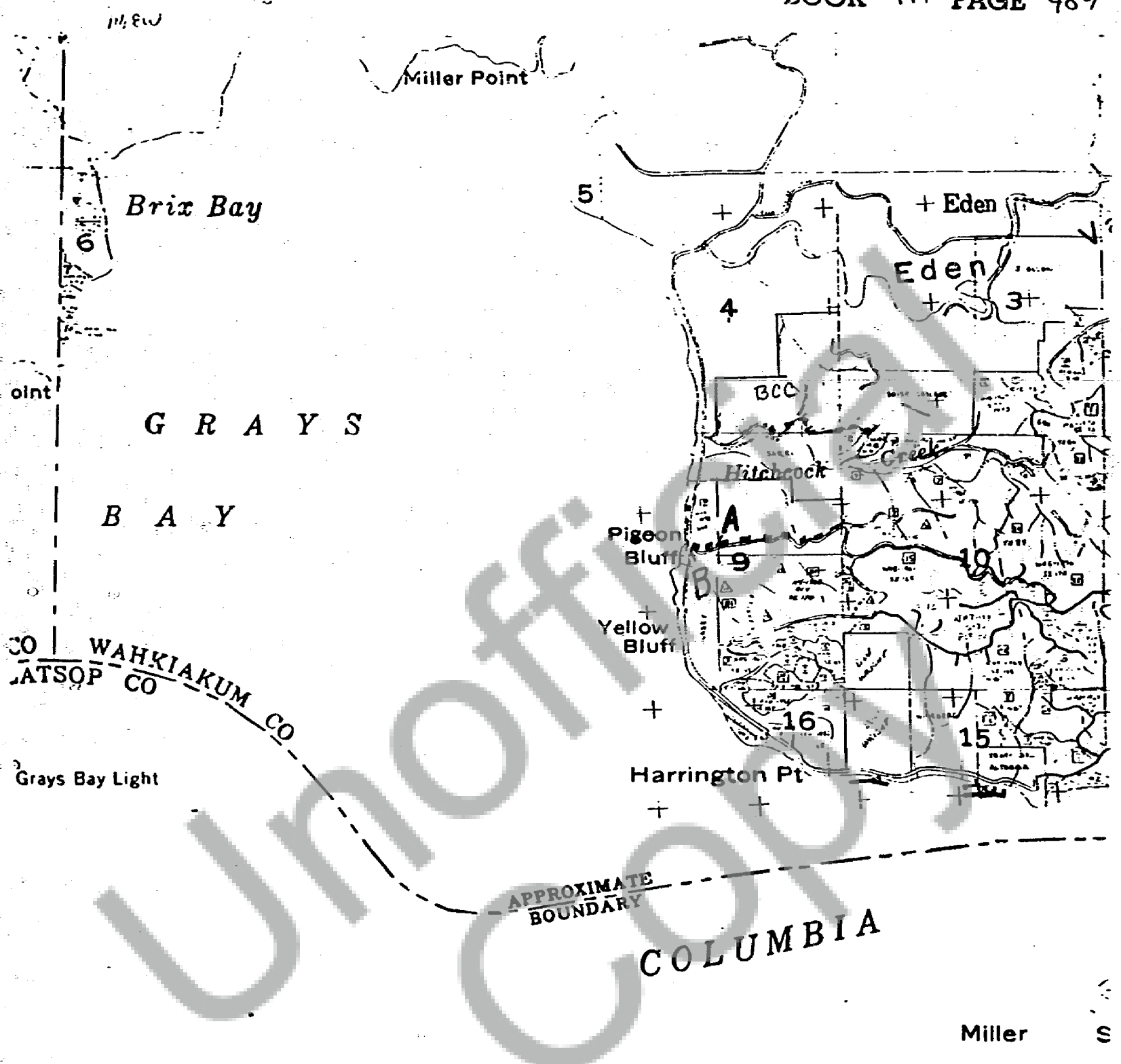


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EXHIBIT D  
RESTATEMENT OF ROAD USE AGREEMENT

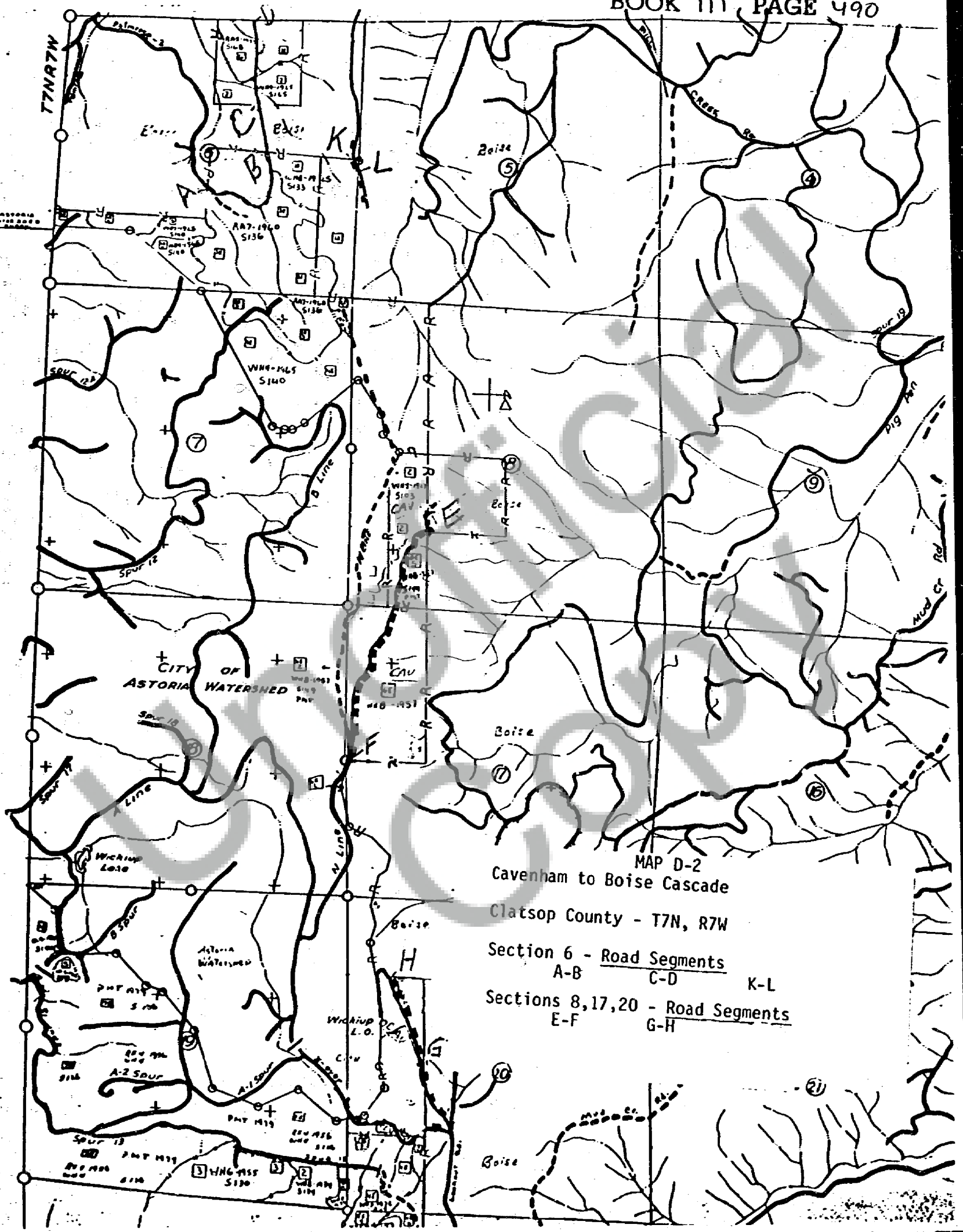
Maps pages D-1 through D-52

Unofficial  
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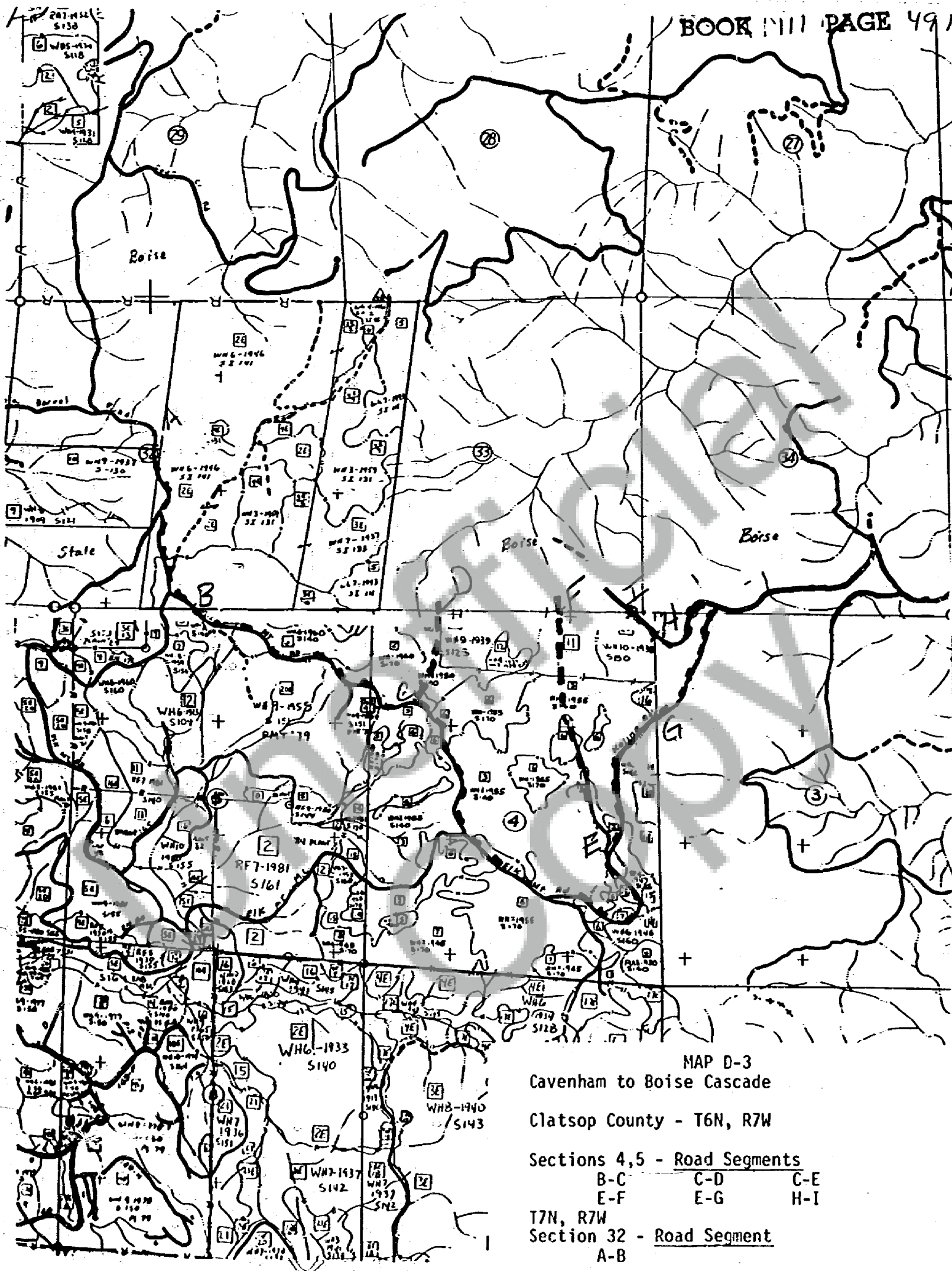


T9N R8W

MAP D-1  
Cavenham to Boise Cascade  
Wahkiakum County - T9N, R8W  
Section 9 - Road Segment  
A-B



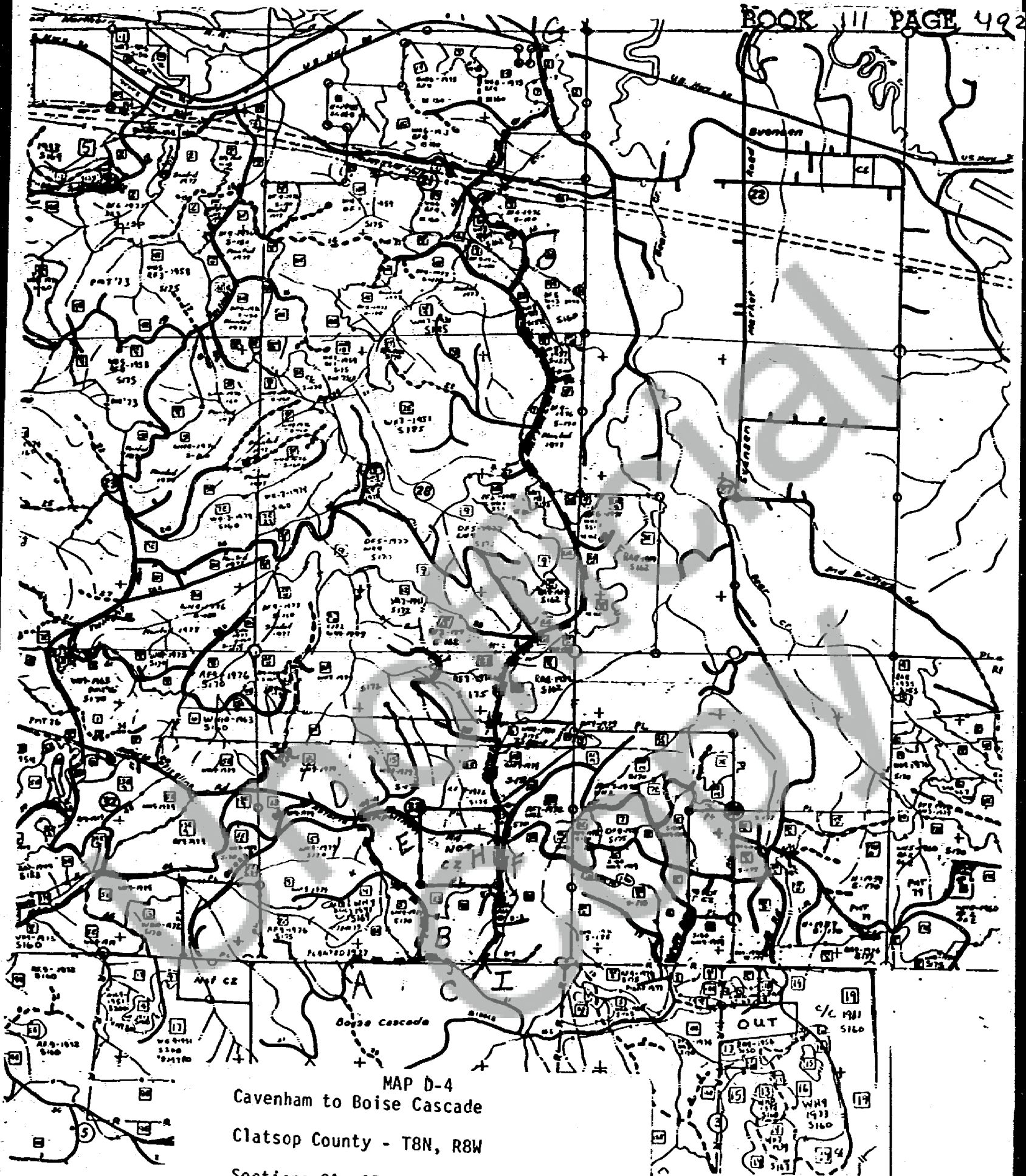
MAP D-2  
Cavenham to Boise Cascade  
Clatsop County - T7N, R7W  
Section 6 - Road Segments  
A-B C-D K-L  
Sections 8, 17, 20 - Road Segments  
E-F G-H



MAP D-3  
Cavenham to Boise Cascade  
Clatsop County - T6N, R7W

Sections 4,5 - Road Segments  
 B-C      C-D      C-E  
 E-F      E-G      H-I  
 T7N, R7W  
 Section 32 - Road Segment  
 A-B

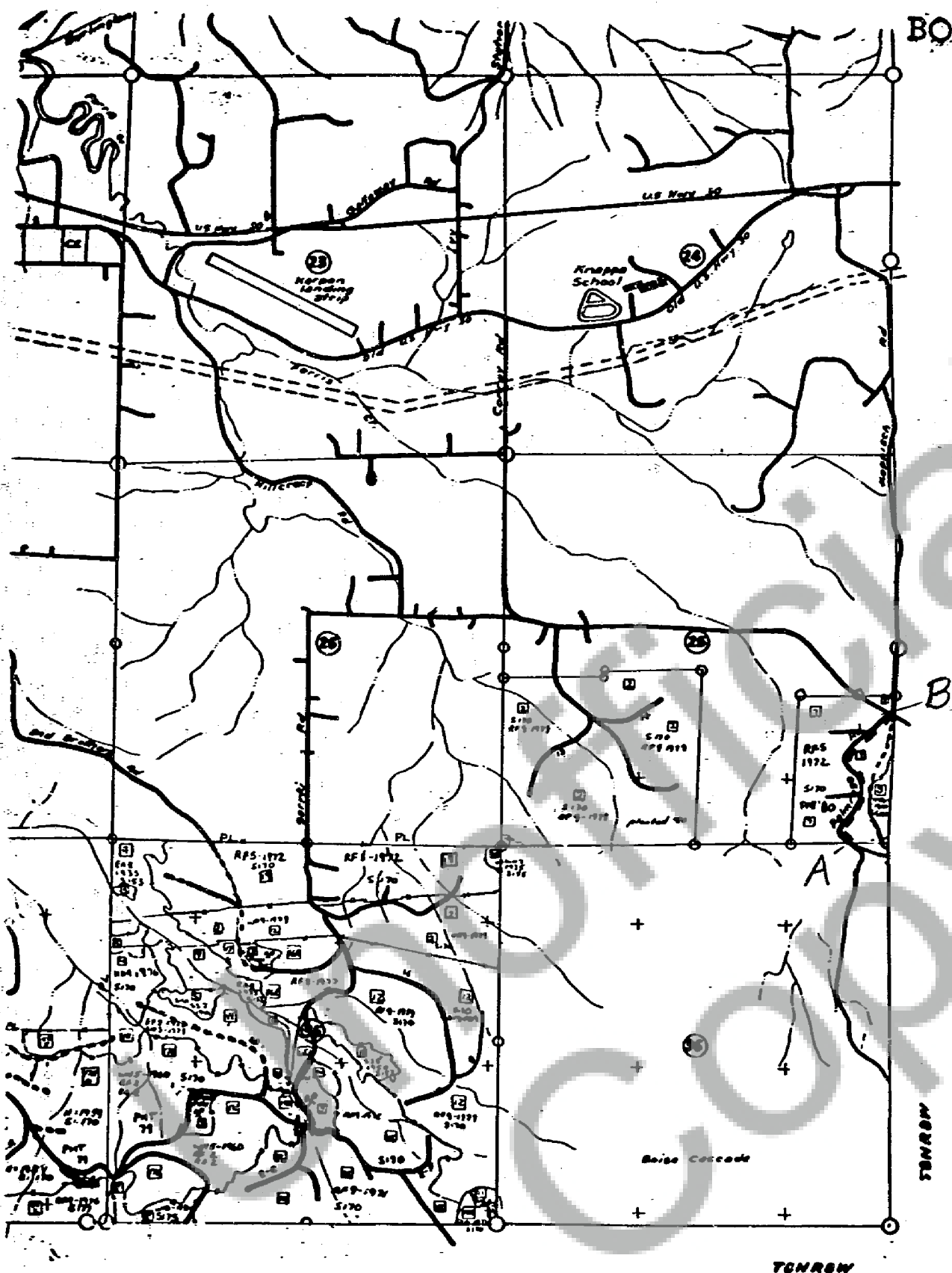




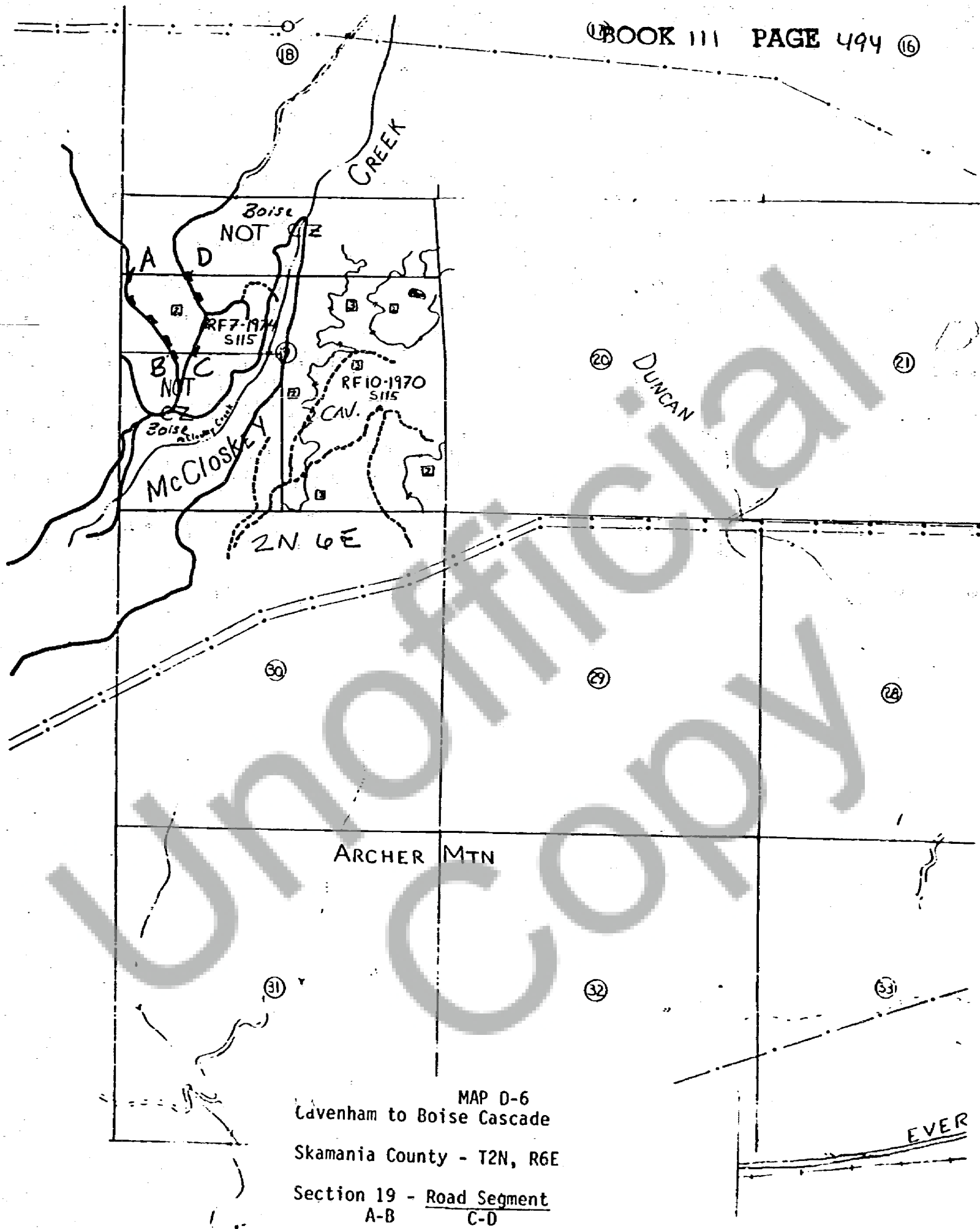
MAP D-4  
Cavenham to Boise Cascade  
Clatsop County - T8N, R8W  
Sections 21, 27, 28, 33 - Road Segments

A-B	B-C	B-D
D-E	F-G	F-H
F-I		

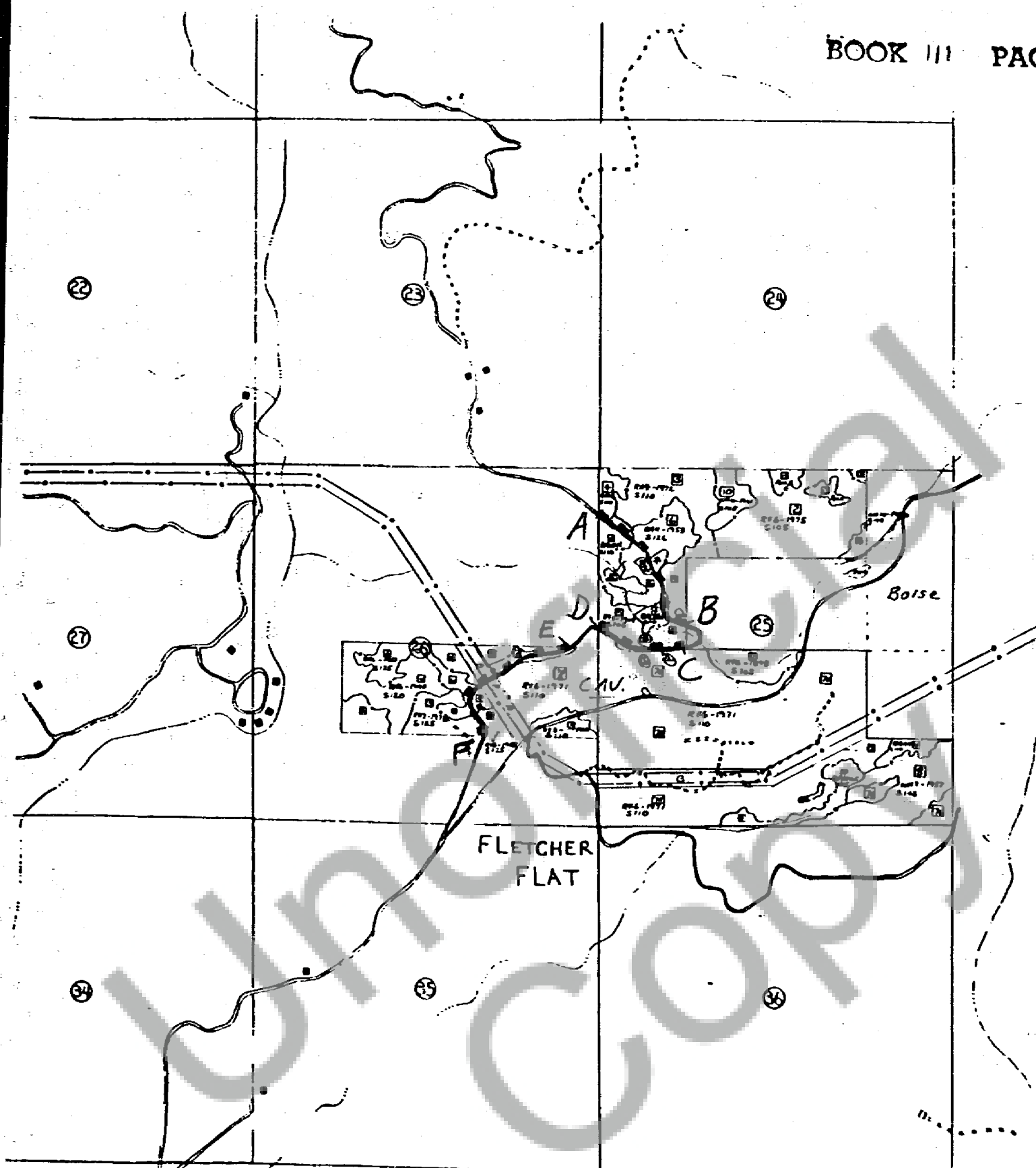




MAP D-5  
Cavenham to Boise Cascade  
Clatsop County - T8N, R8W  
Section 25 - Road Segment  
A-B

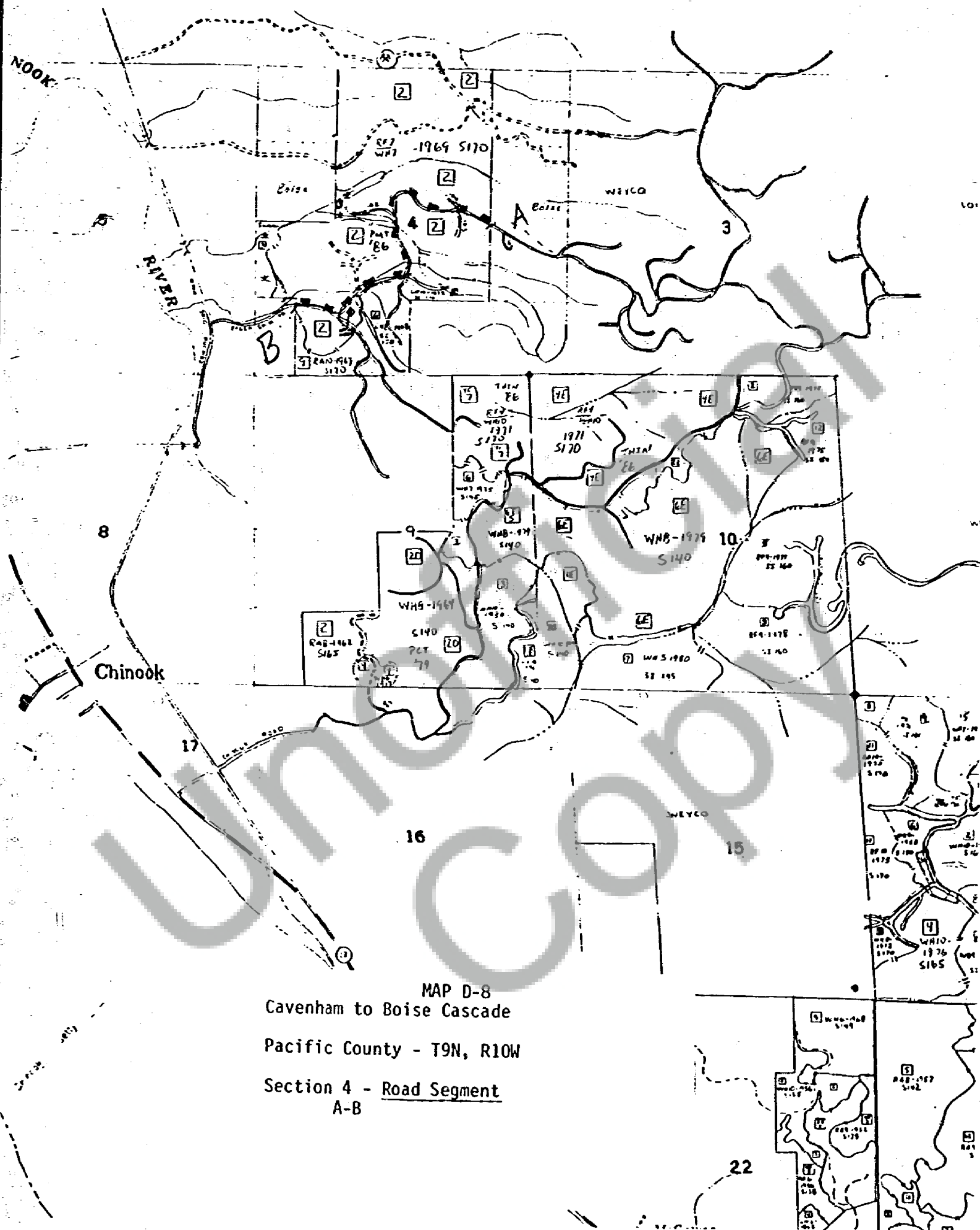


MAP D-6  
Cavenham to Boise Cascade  
Skamania County - T2N, R6E  
Section 19 - Road Segment  
A-B C-D

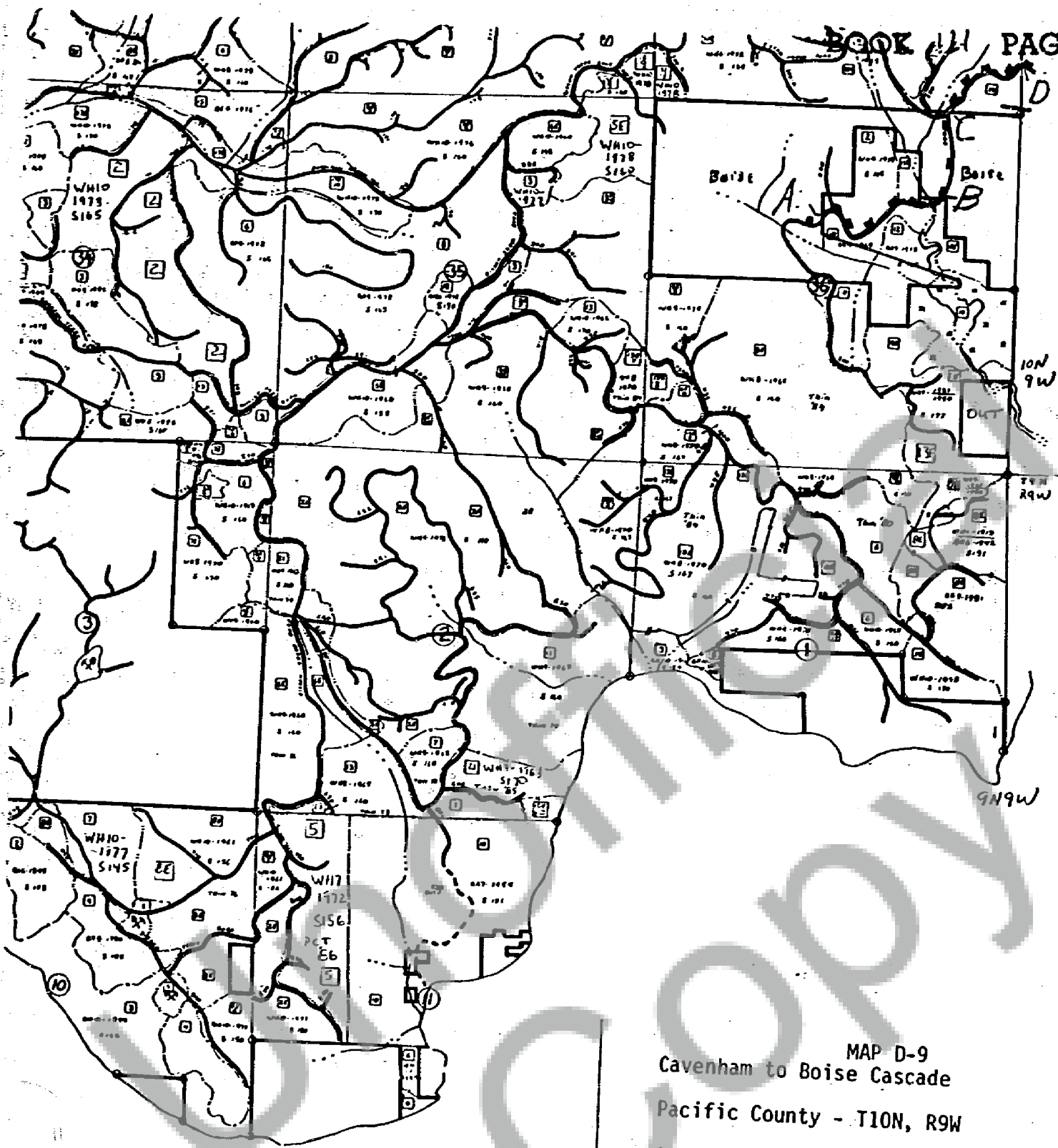


MAP D-7  
Cavenham to Boise Cascade  
Skamania County - T2N, R5E  
Sections 25 and 26 - Road Segments  
A-B C-D E-F

T2N R5E

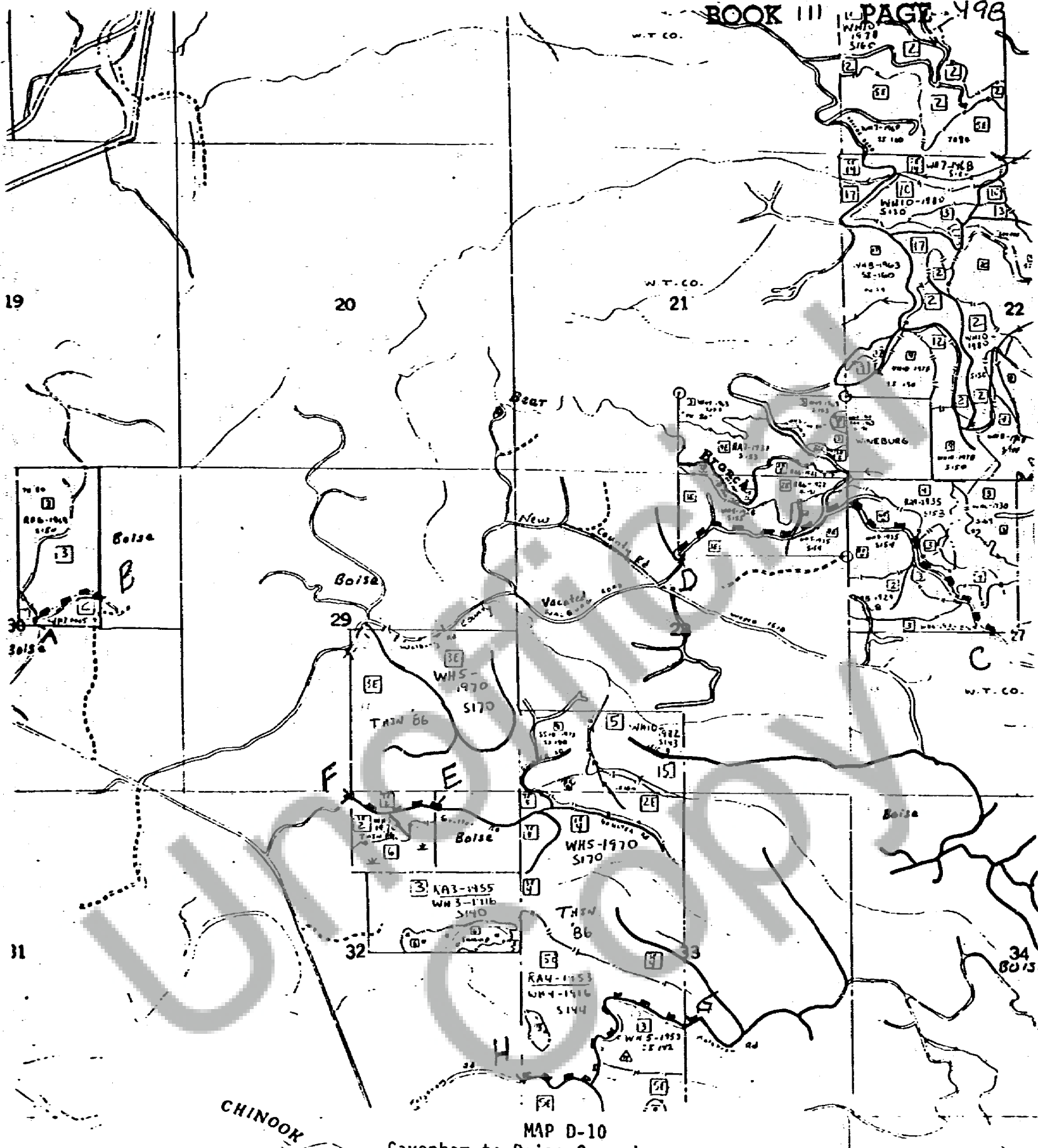




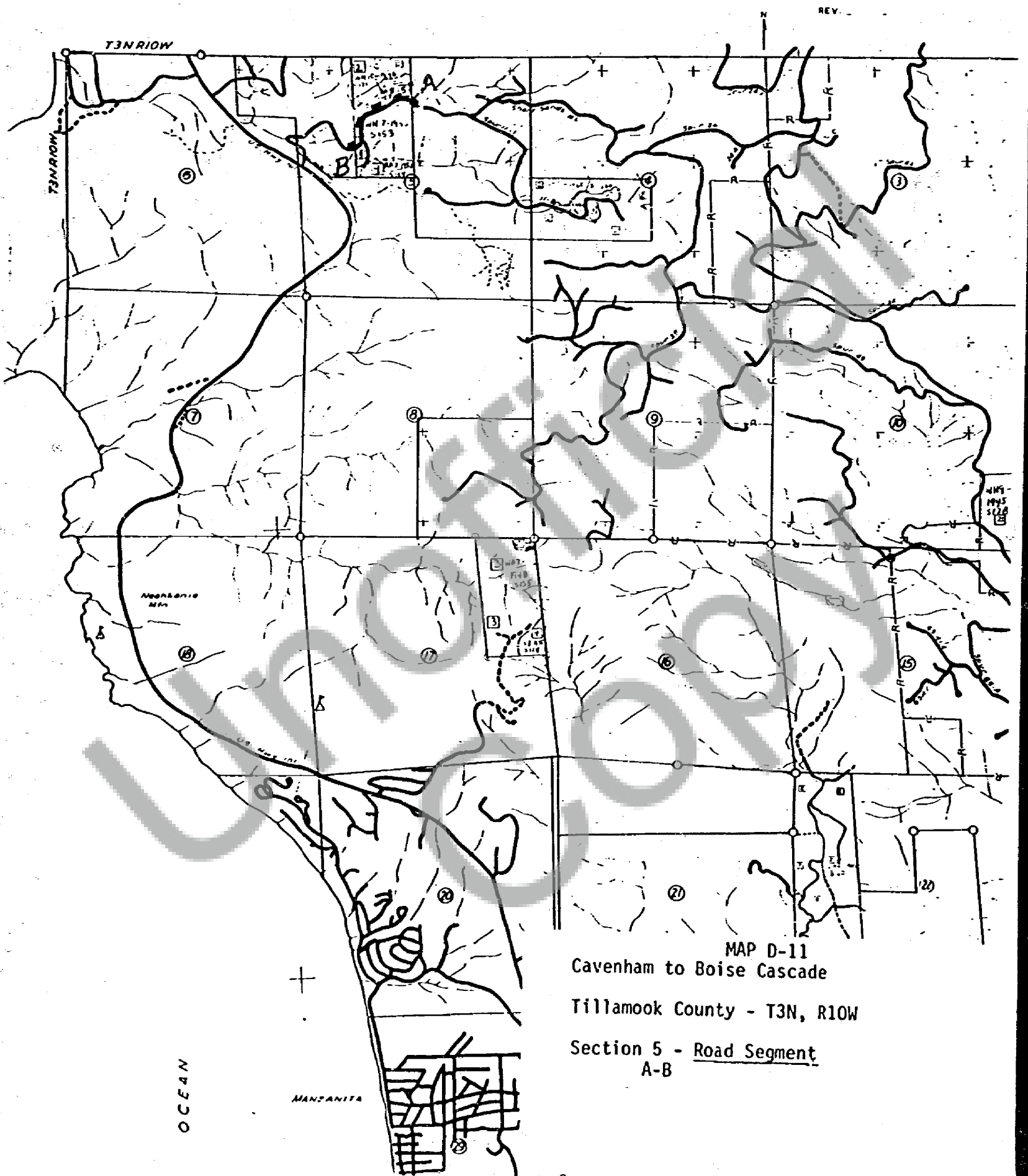


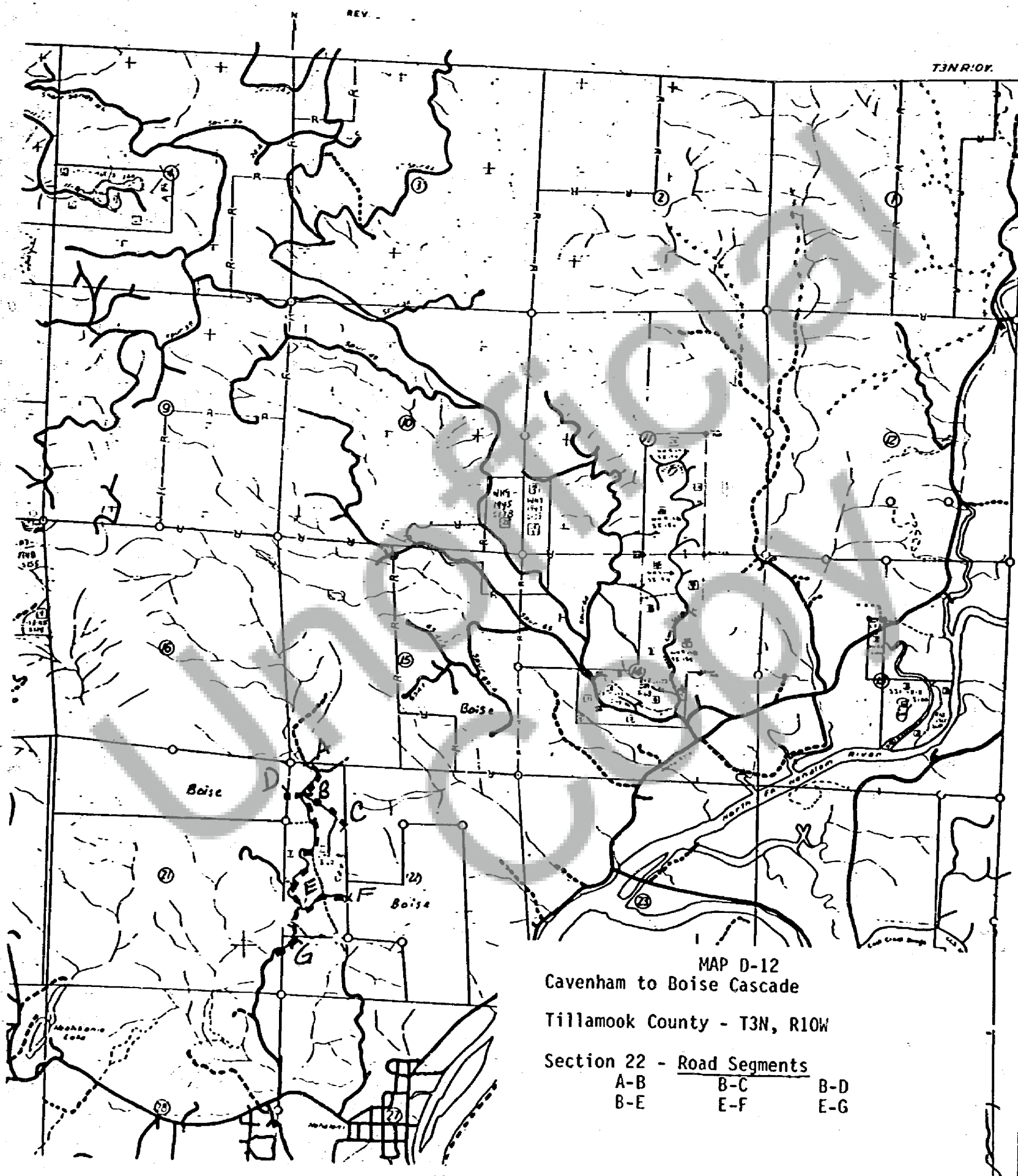
MAP D-9  
Cavenham to Boise Cascade  
Pacific County - T10N, R9W  
Sections 25 and 36 - Road Segments  
A-B C-D

FERT 76 = year fertilized  
 THIN 76 = year thinned  
 C/C 80 = Clearcut year  
 WH = Spruce  
 S = Normal  
 N = Stand Origin  
 S 145 = Site Index



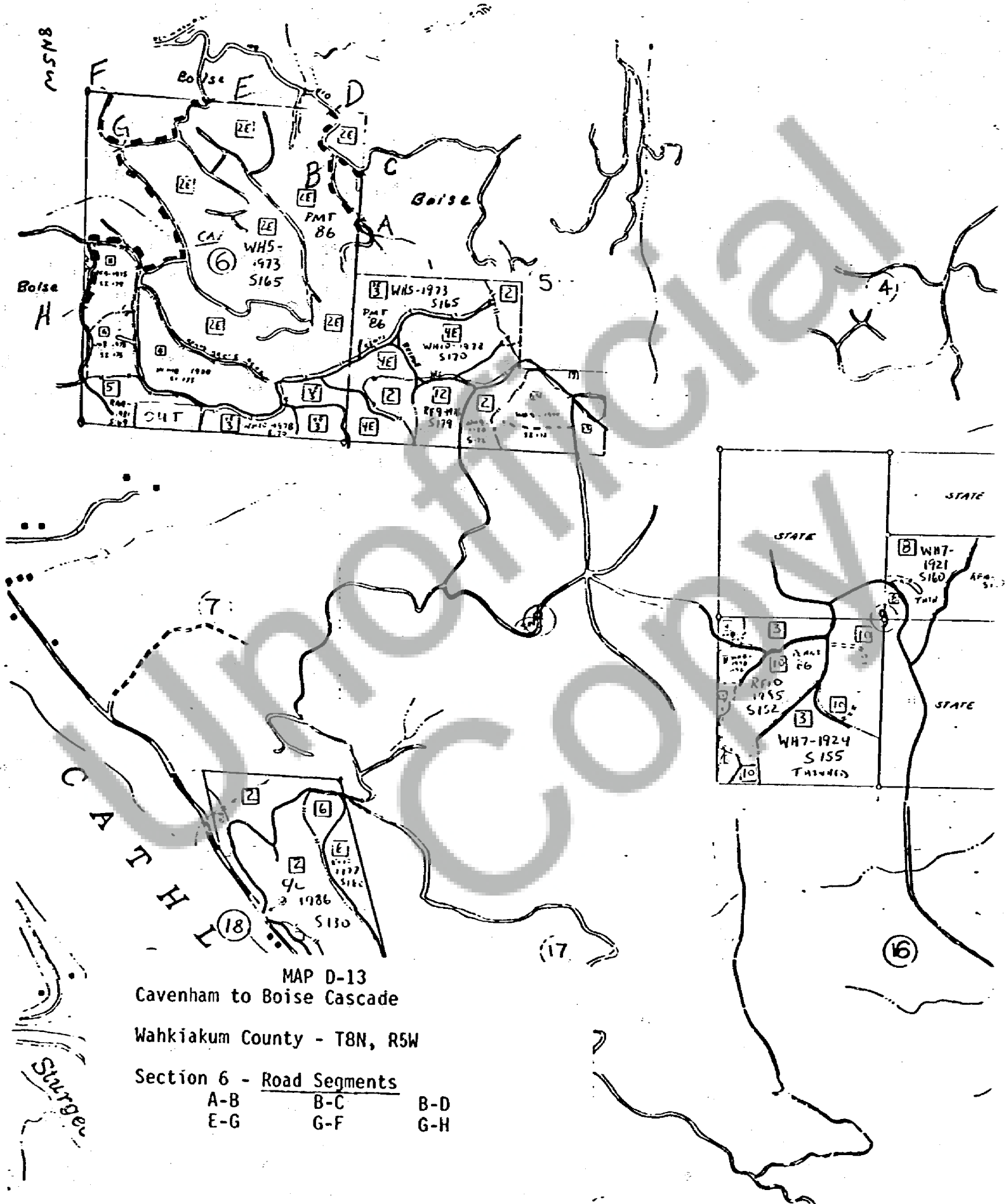
MAP D-10  
Cavenham to Boise Cascade  
Pacific County - T10N, R10W  
Sections 27 & 28 - Road Segment C-D  
Section 30 - Road Segment A-B  
Section 32 - Road Segment E-F  
Section 33 - Road Segment G-H

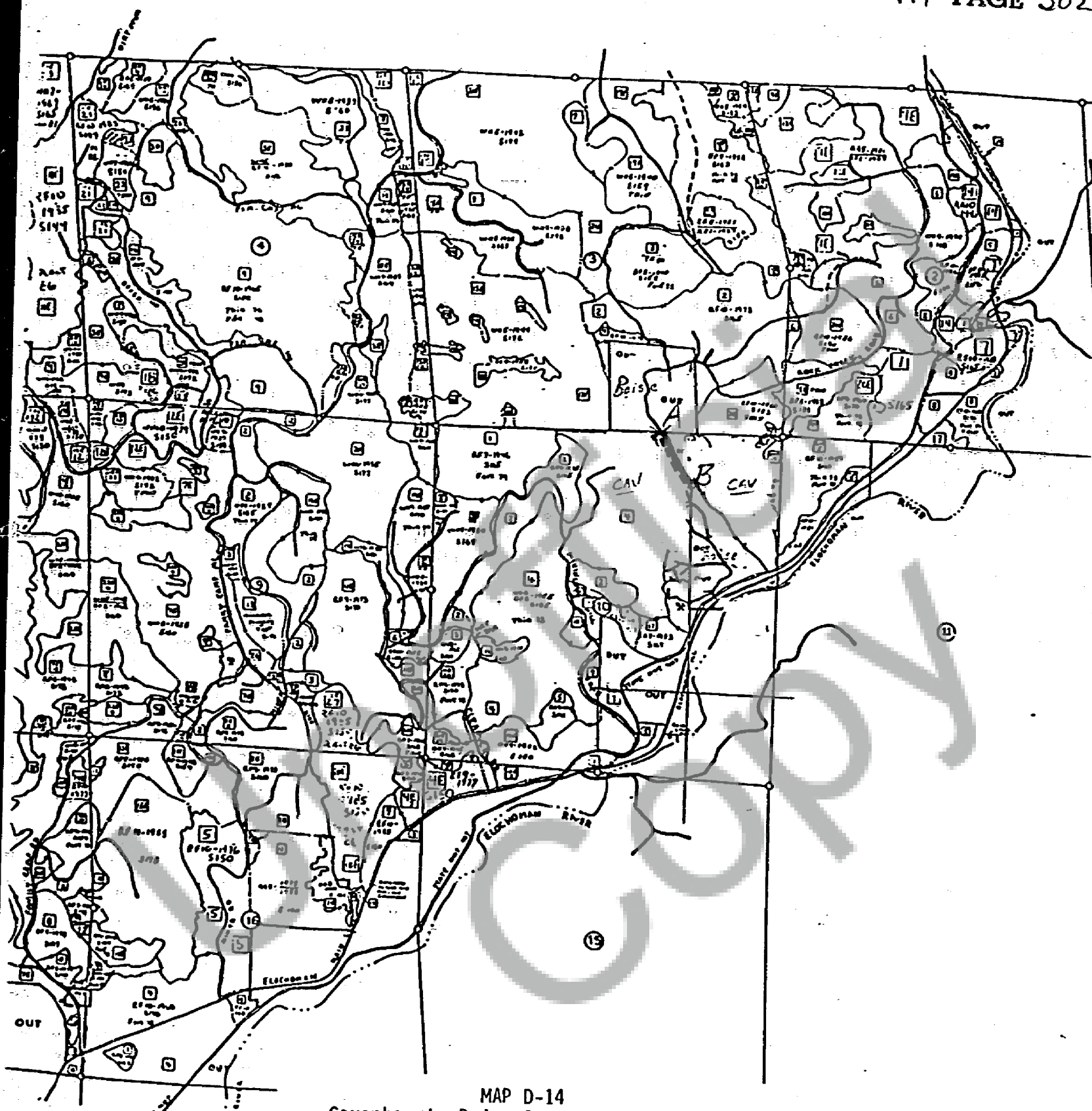




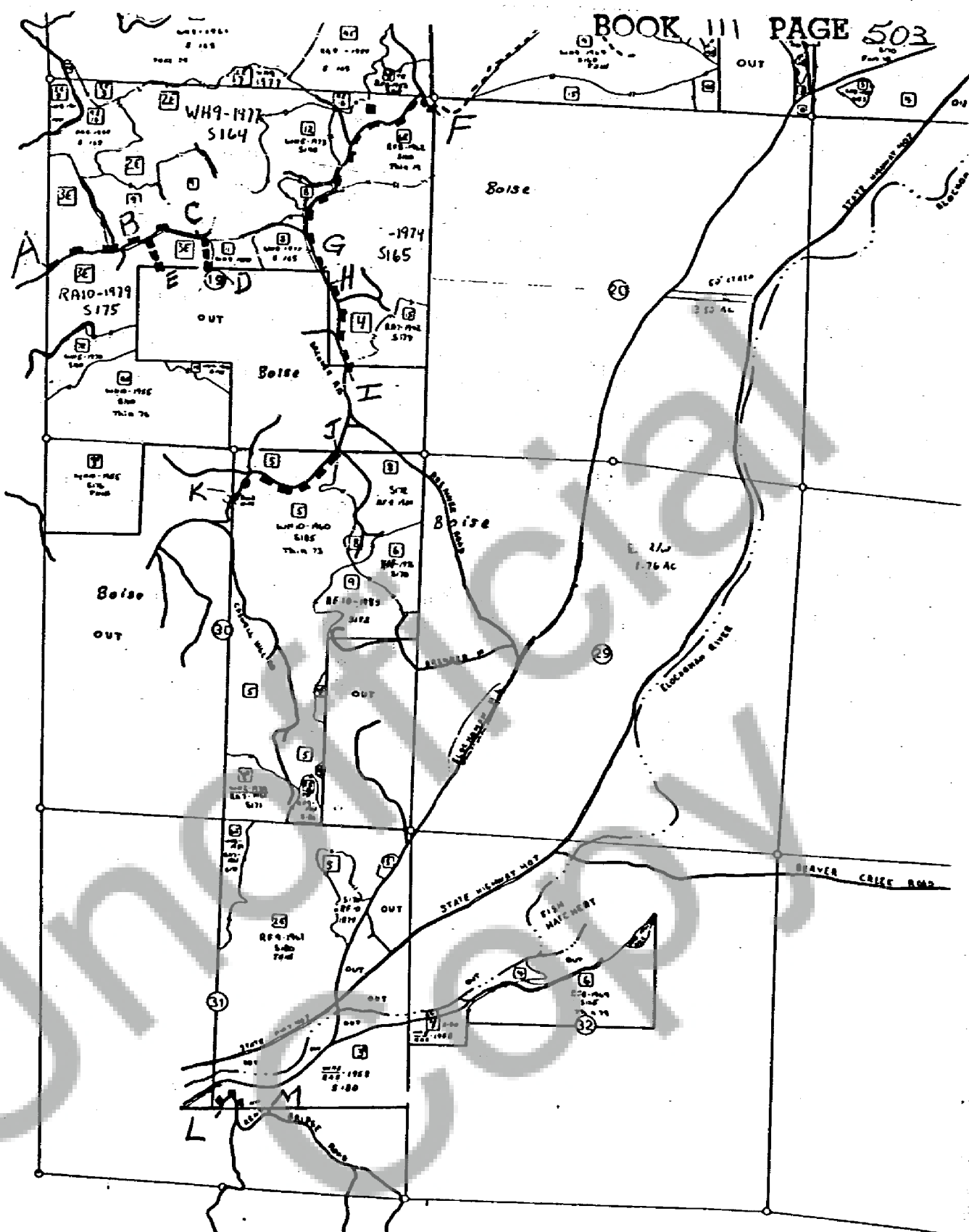


T8N





MAP D-14  
Cavenham to Boise Cascade  
Wahkiakum County - T9N, R5W  
Section 10 - Road Segment  
A-B



MAP D-15  
Cavenham to Boise Cascade

Wahkiakum County - T9N, R5W

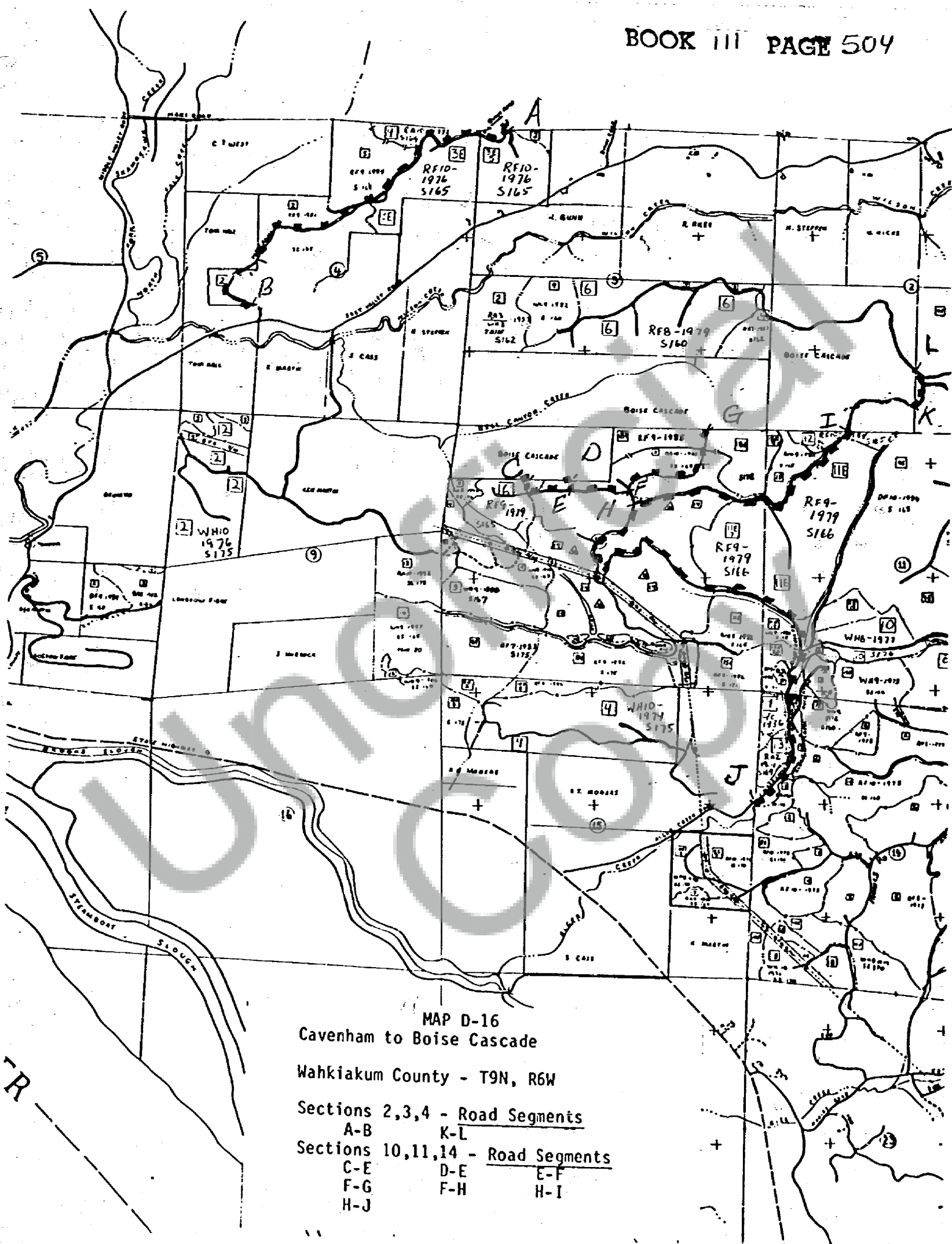
TOWNSHI

Section 19 - Road Segments

A-B	B-C	C-D
B-E	F-G	H-I

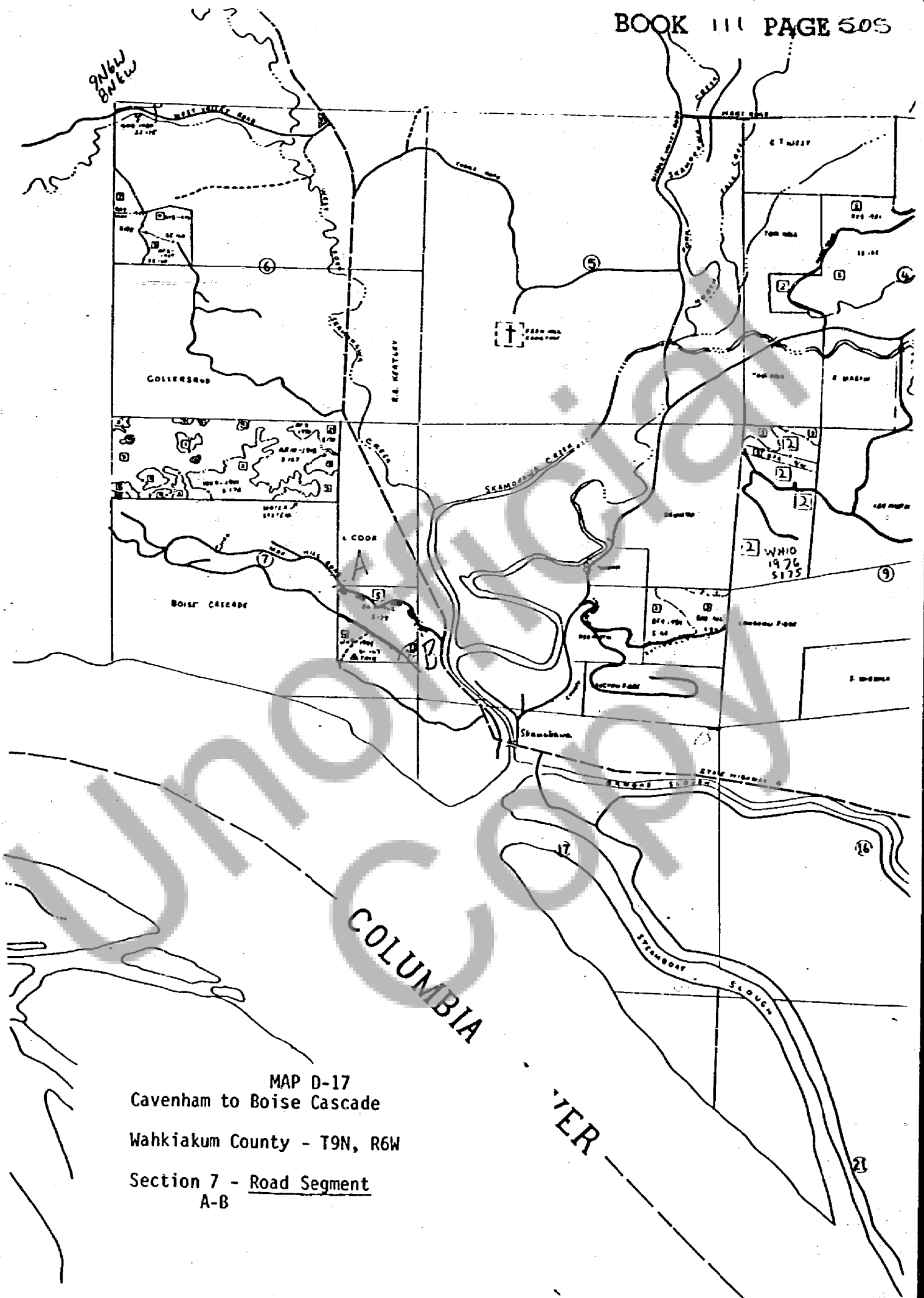
Section 31 - Road Segment

L-M

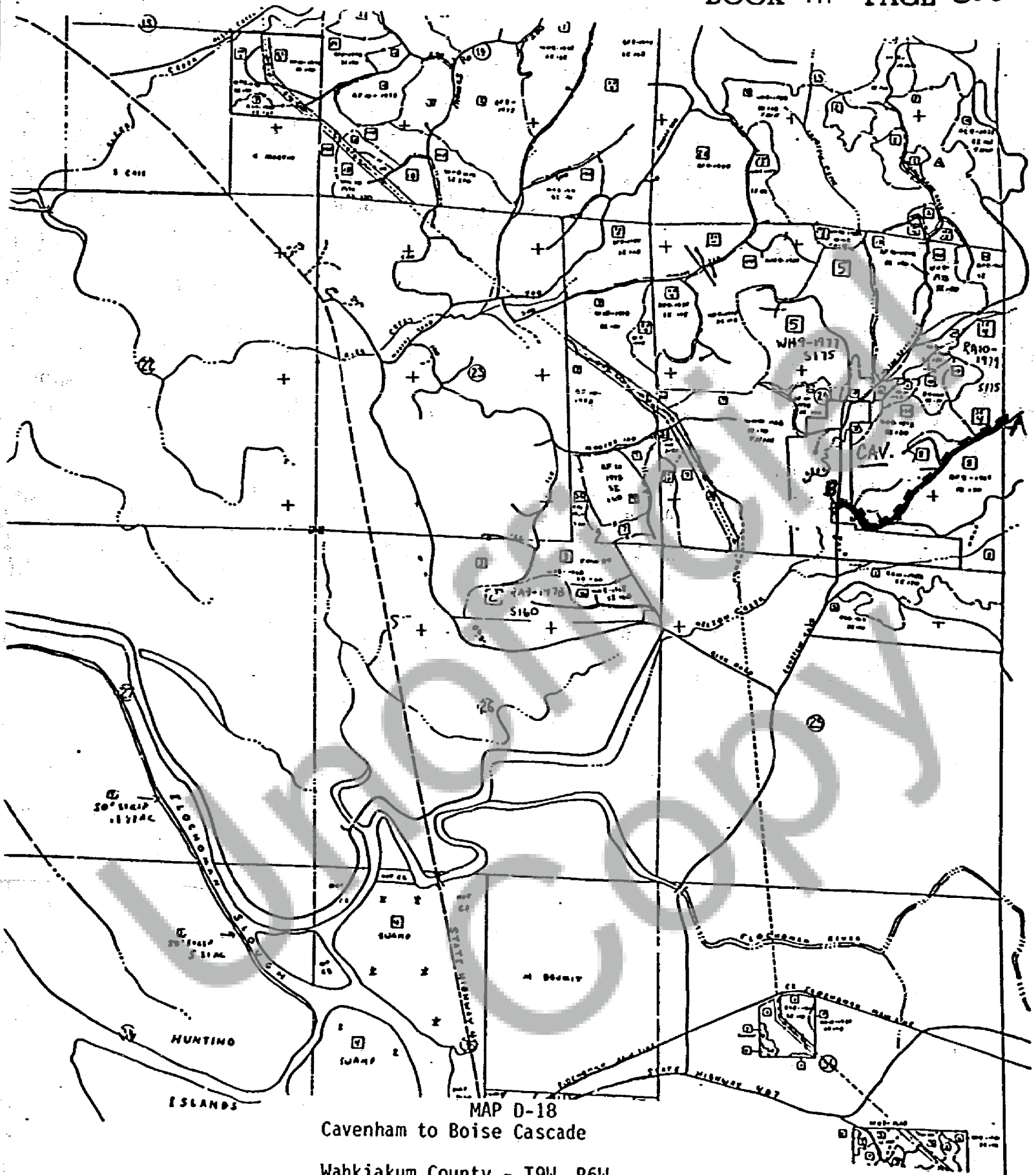


MAP D-16  
Cavenham to Boise Cascade  
Wahkiakum County - T9N, R6W  
Sections 2,3,4 - Road Segments  
A-B K-L  
Sections 10,11,14 - Road Segments  
C-E D-E E-F  
F-G F-H H-I  
H-J

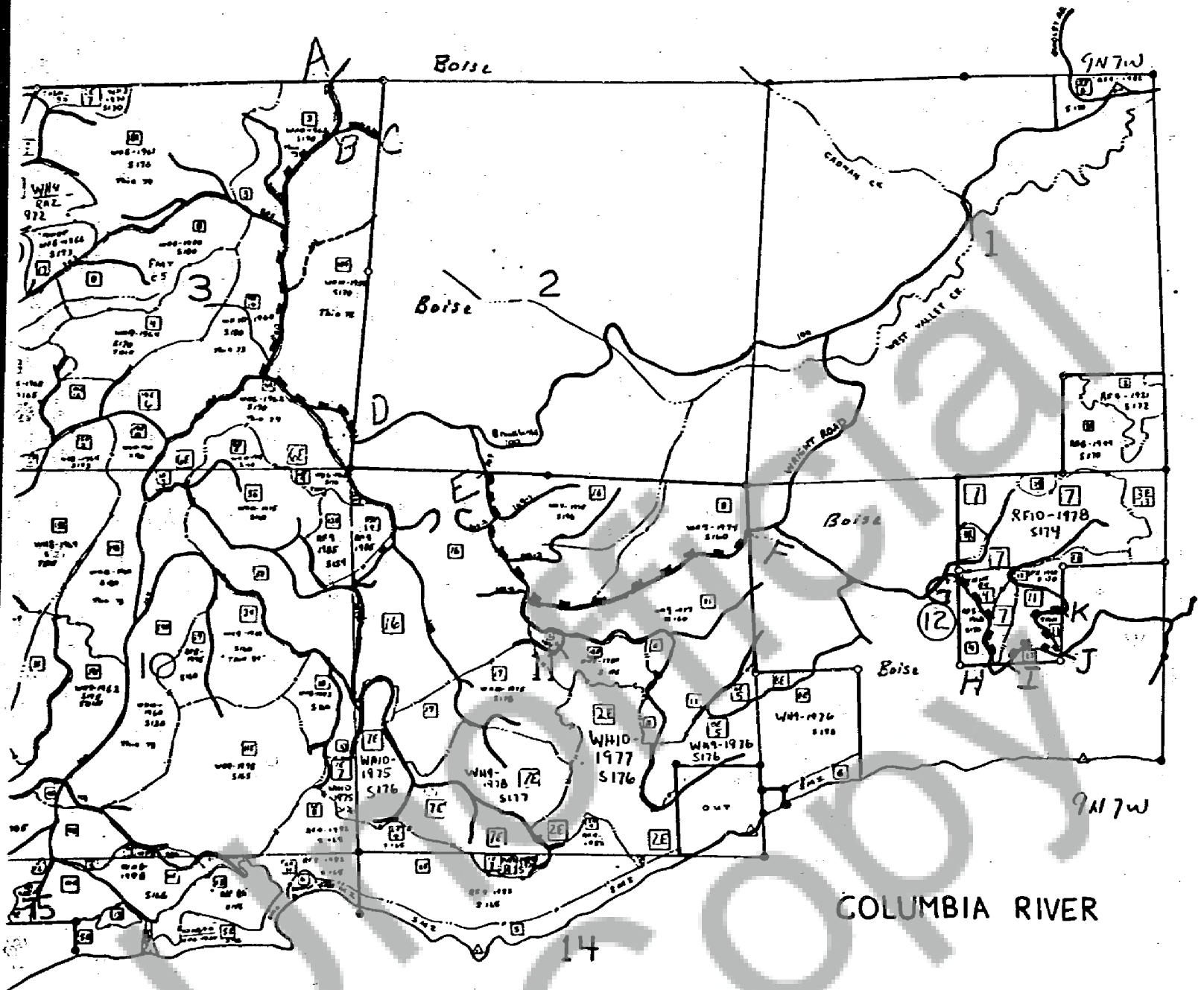




MAP D-17  
Cavenham to Boise Cascade  
Wahkiakum County - T9N, R6W  
Section 7 - Road Segment  
A-B



MAP D-18  
Cavenham to Boise Cascade  
Wahkiakum County - T9W, R6W  
Section 24 - Road Segment  
A-B



MAP D-19  
Cavenham to Boise Cascade

Wahkiakum County - T9N, R7W

Sections 3 and 11 - Road Segments

A-B B-C B-D

E-F

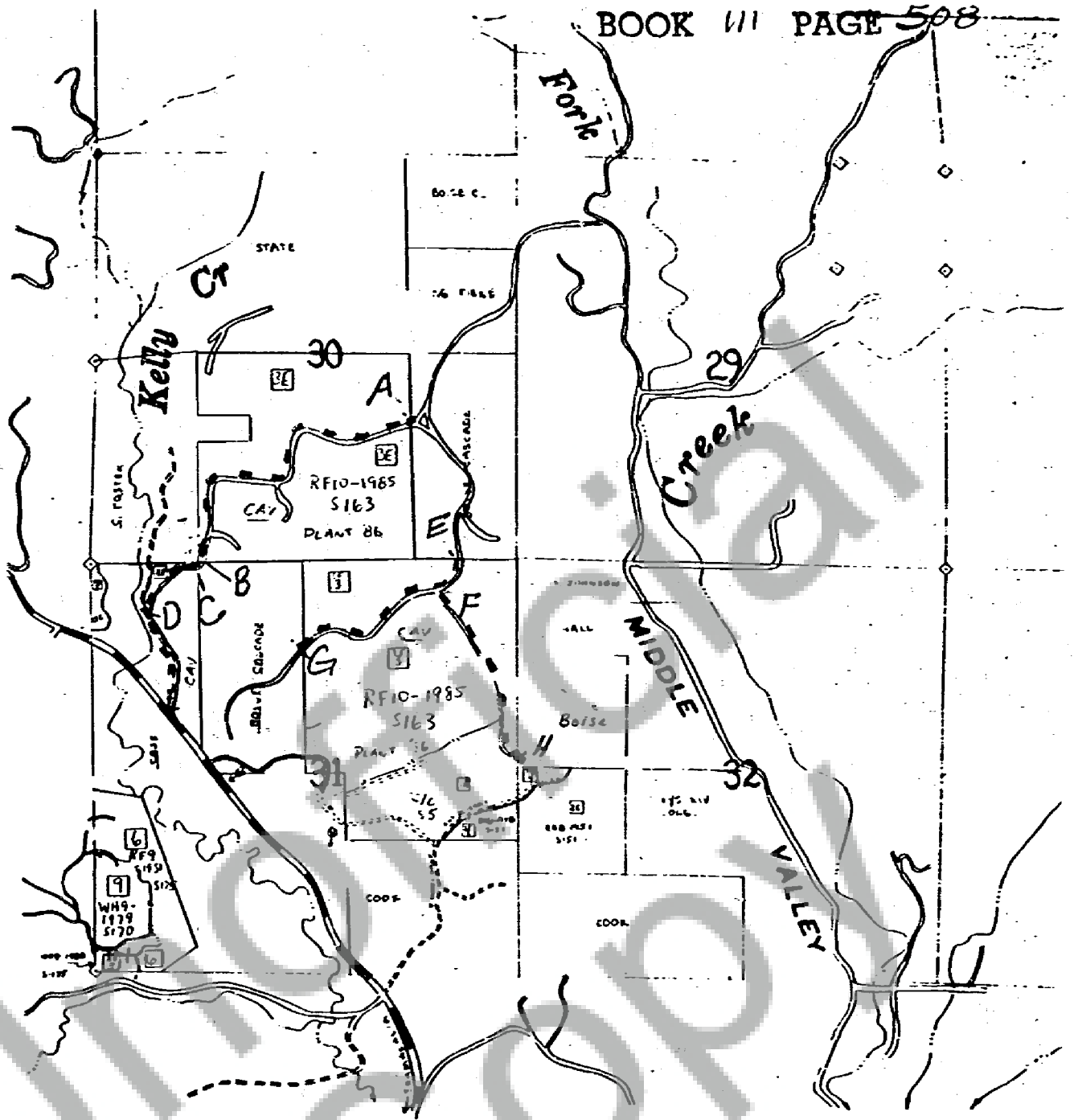
Section 12 - Road Segments

G-H I-J J-K

TYPE MAP.

Scale 1"=1000'

Legend: Road, Rock, Cliff, etc.



T10N R6W

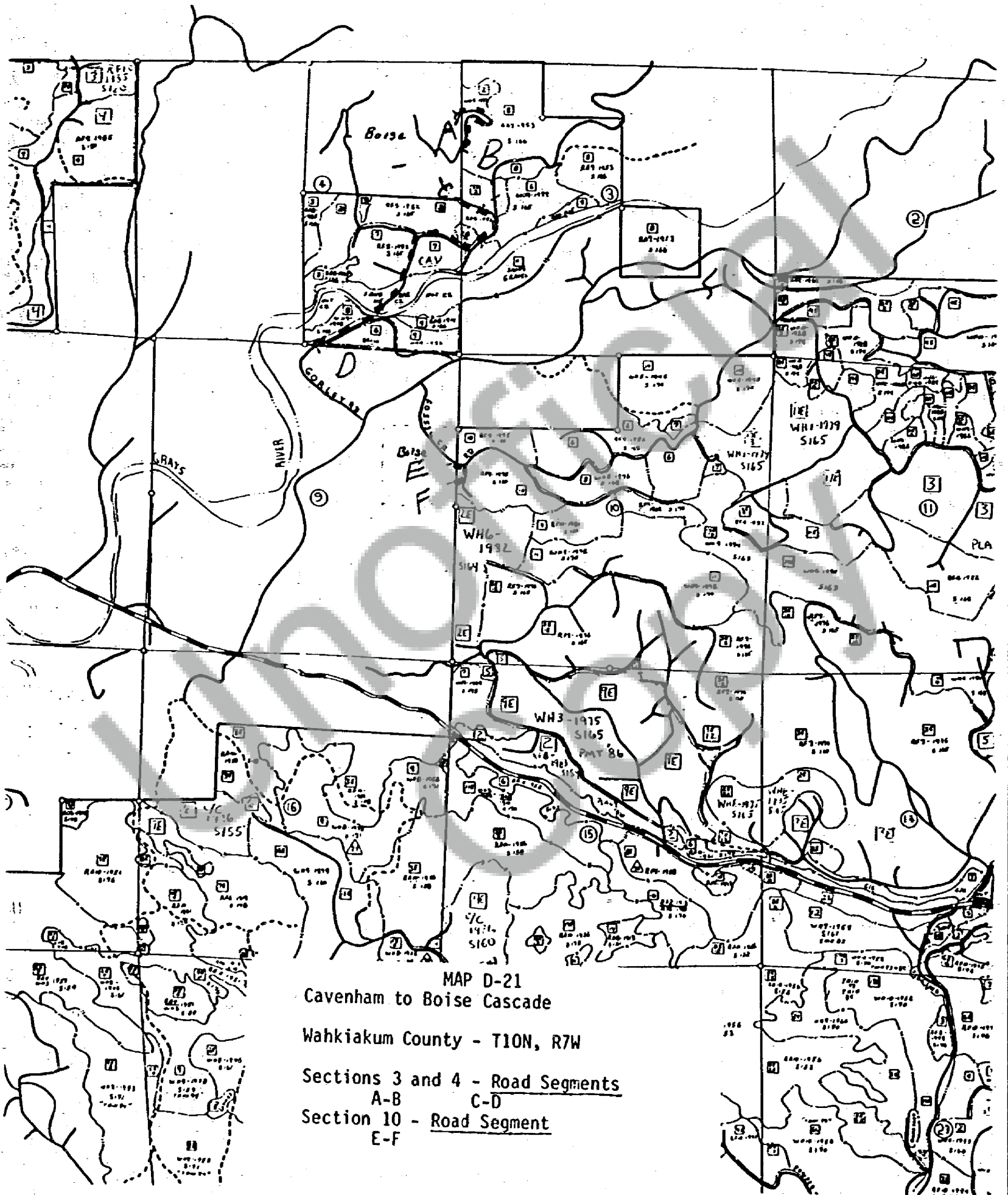
MAP D-20  
Cavenham to Boise Cascade

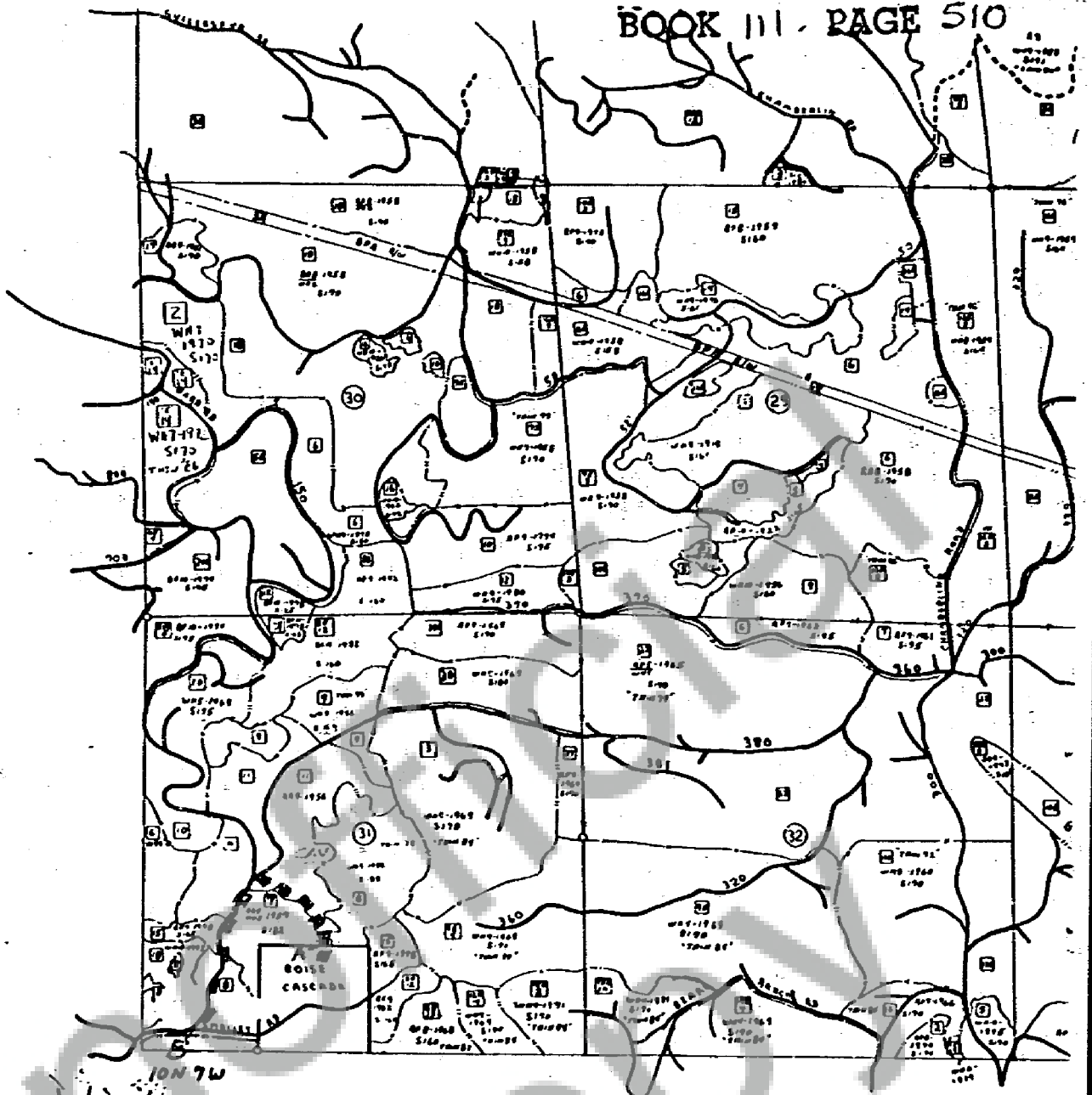
Wahkiakum County - T10N, R6W

Sections 30, 31 - Road Segments

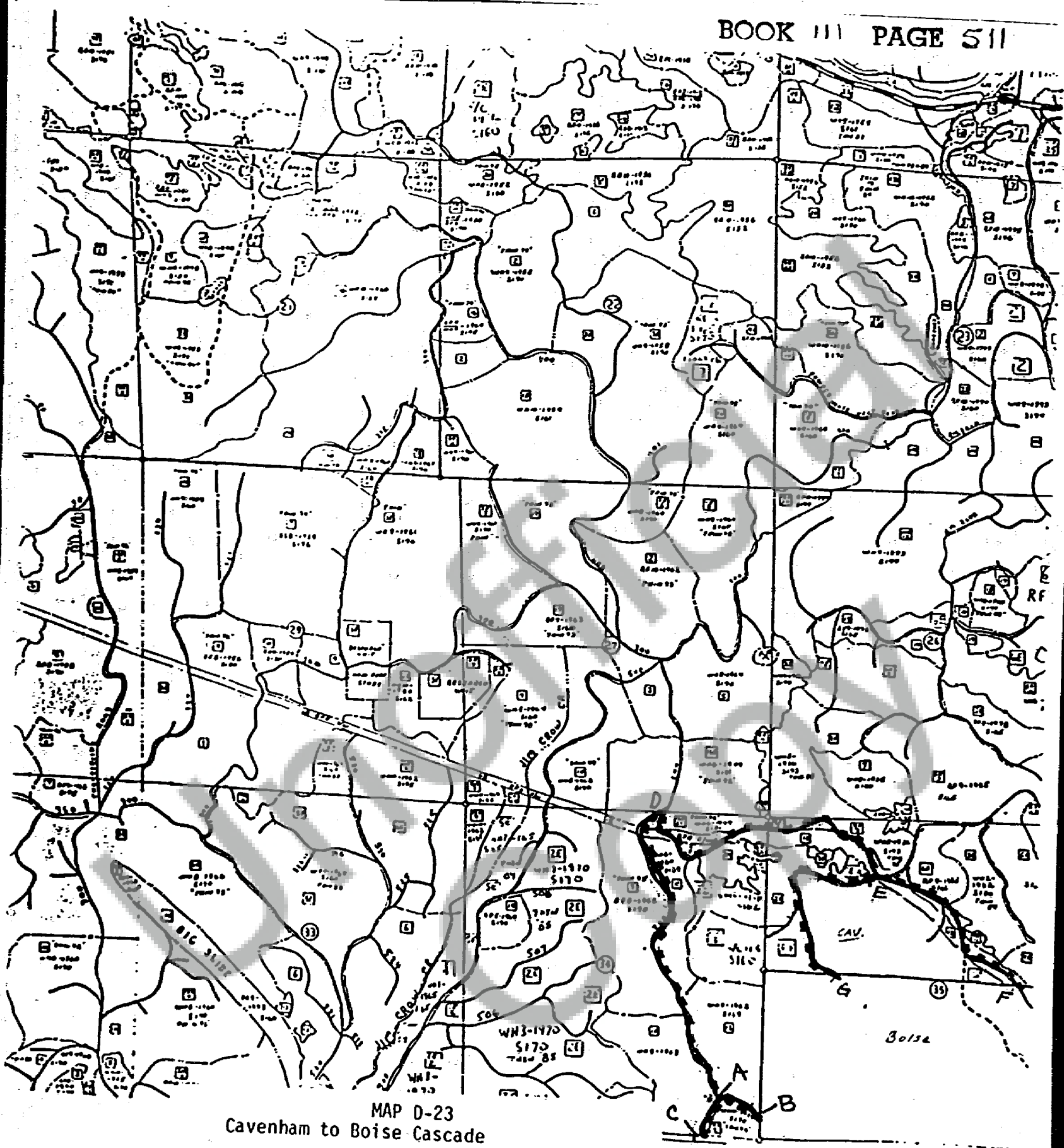
A-B	C-D	E-F
F-G	F-H	





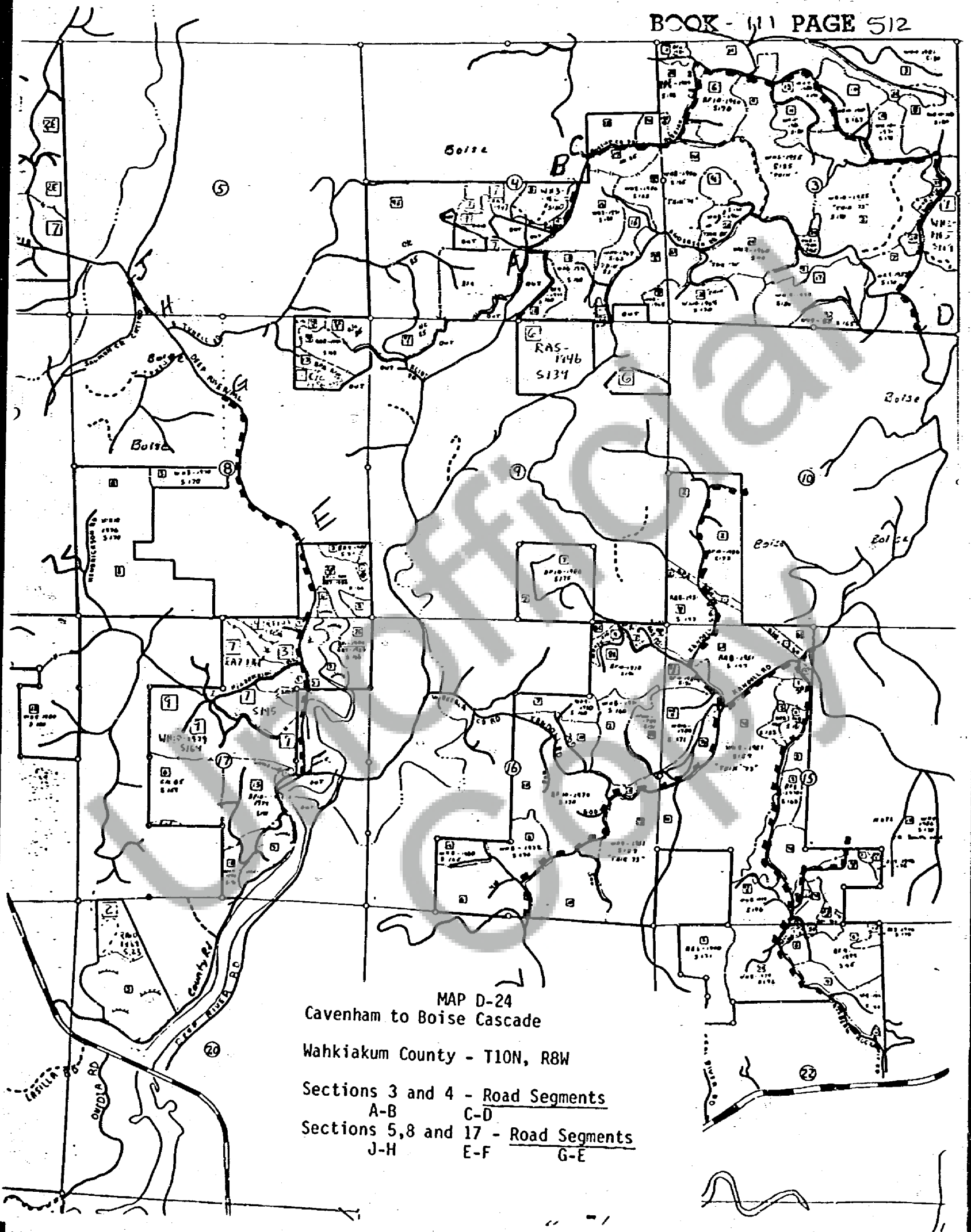


MAP D-22  
Cavenham to Boise Cascade  
Wahkiakum County - T10N, R7W  
Section 31 - Road Segment  
A-B

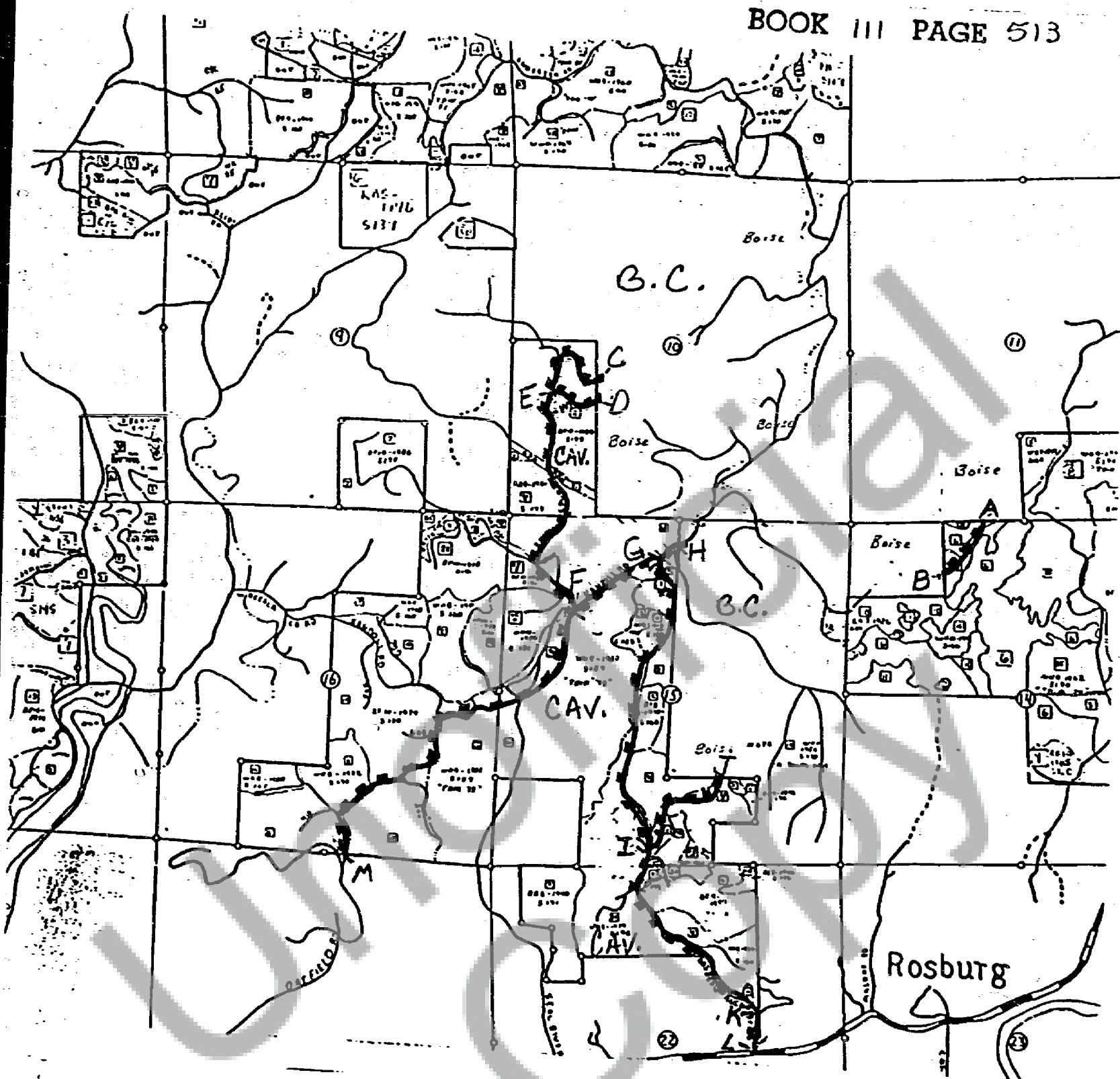


MAP D-23  
Cavenham to Boise Cascade  
Wahkiakum County - T10N, R7W  
Sections 34, 35 - Road Segments  
A-B      A-C      A-D  
D-E      E-F      E-G









MAP D-25  
Cavenham to Boise Cascade

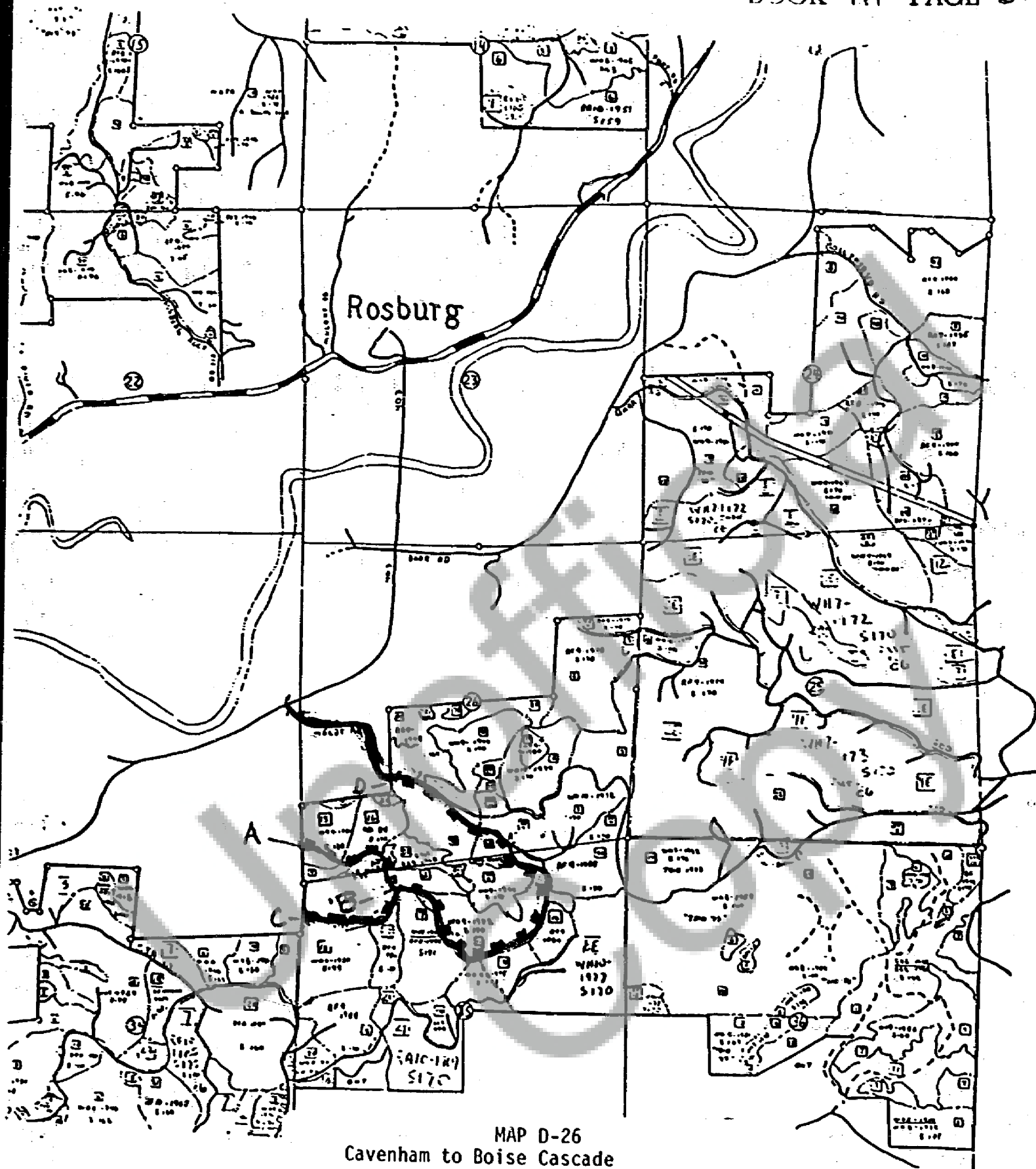
Wahkiakum County - T10N, R8W

Sections 10, 15, 16, 22 - Road Segments

C-E	D-E	E-F
F-G	G-H	G-I
I-J	I-K	K-L
F-M		

Section 14 - Road Segment

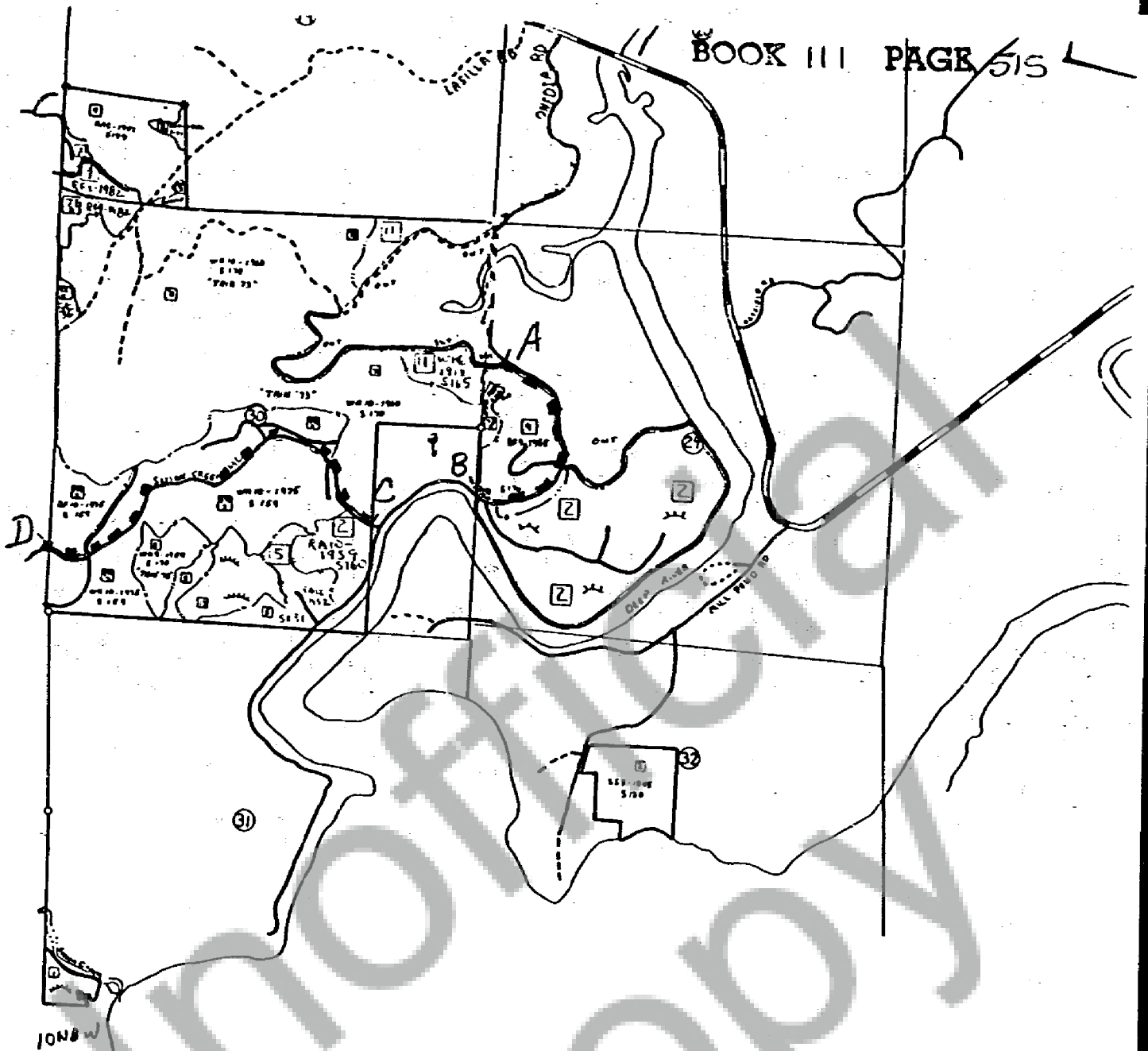
A-B



MAP D-26  
Cavenham to Boise Cascade

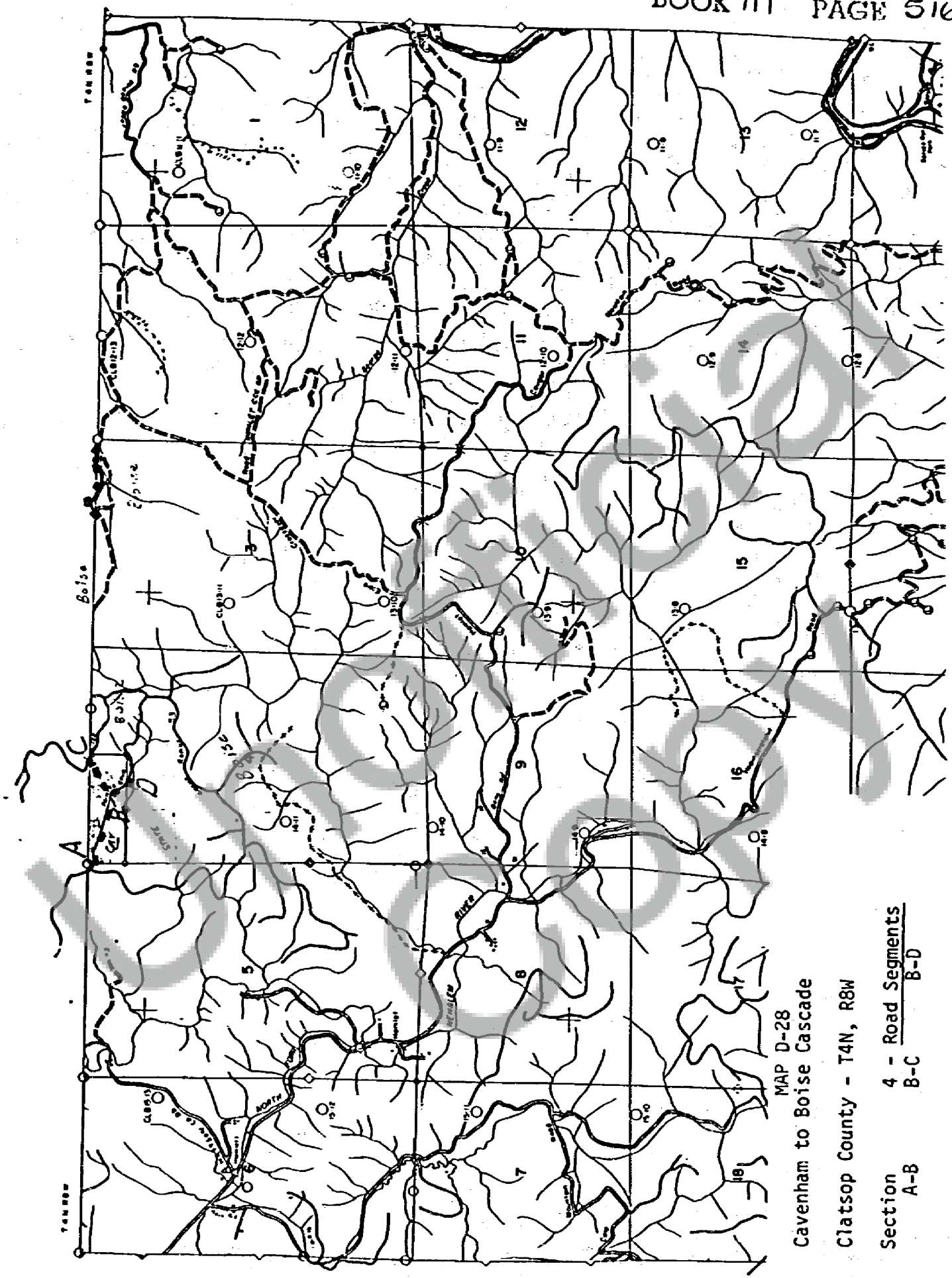
Wahkiakum County - T10N, R8W

Sections 26, 35 - Road Segments  
A-B      B-C      B-D



COLUMBIA RIVER  
 MAP D-27  
 Cavenham to Boise Cascade  
 Wahkiakum County - T10N, R8W  
 Sections 29, 30 - Road Segment  
 A-B C-D

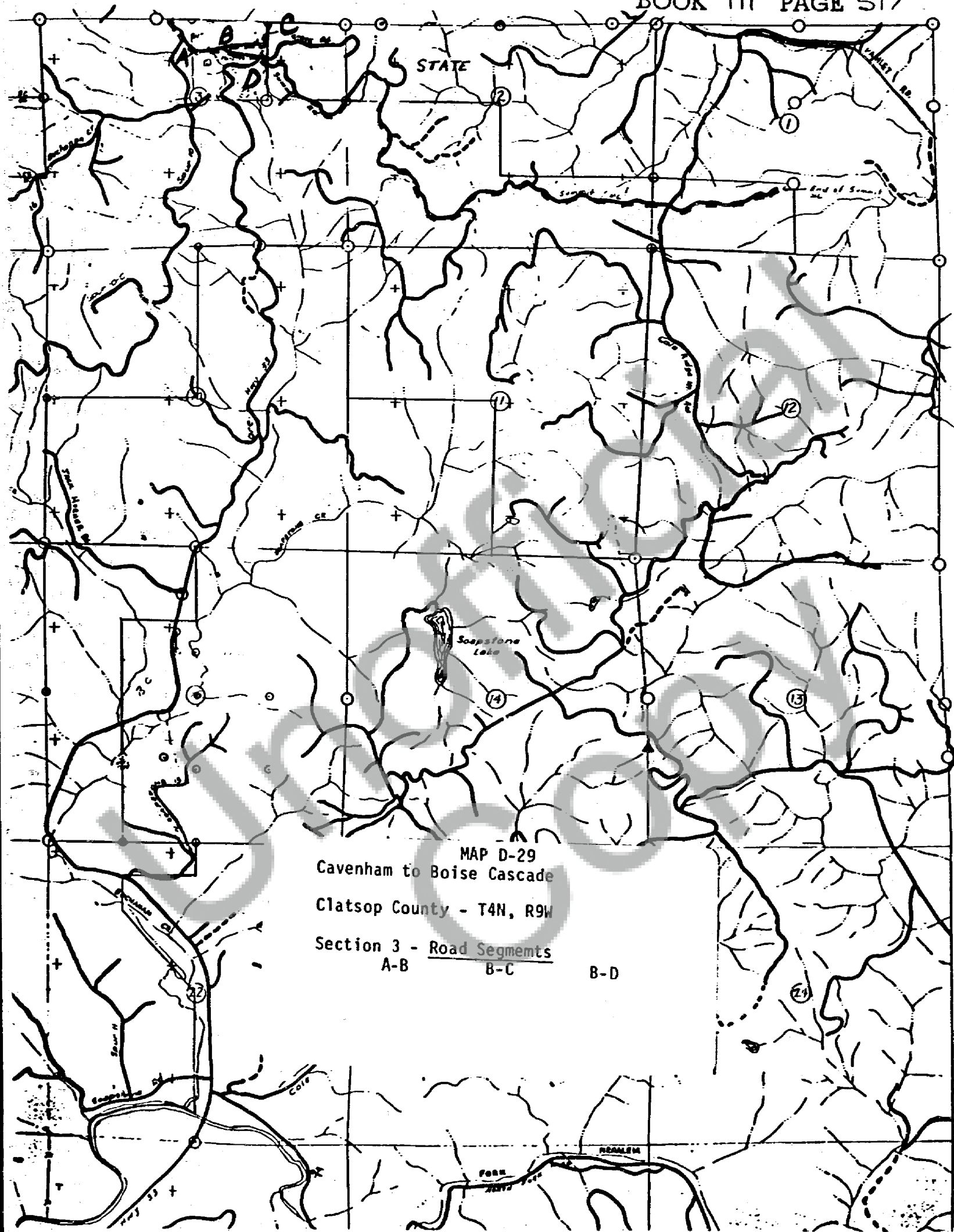
D

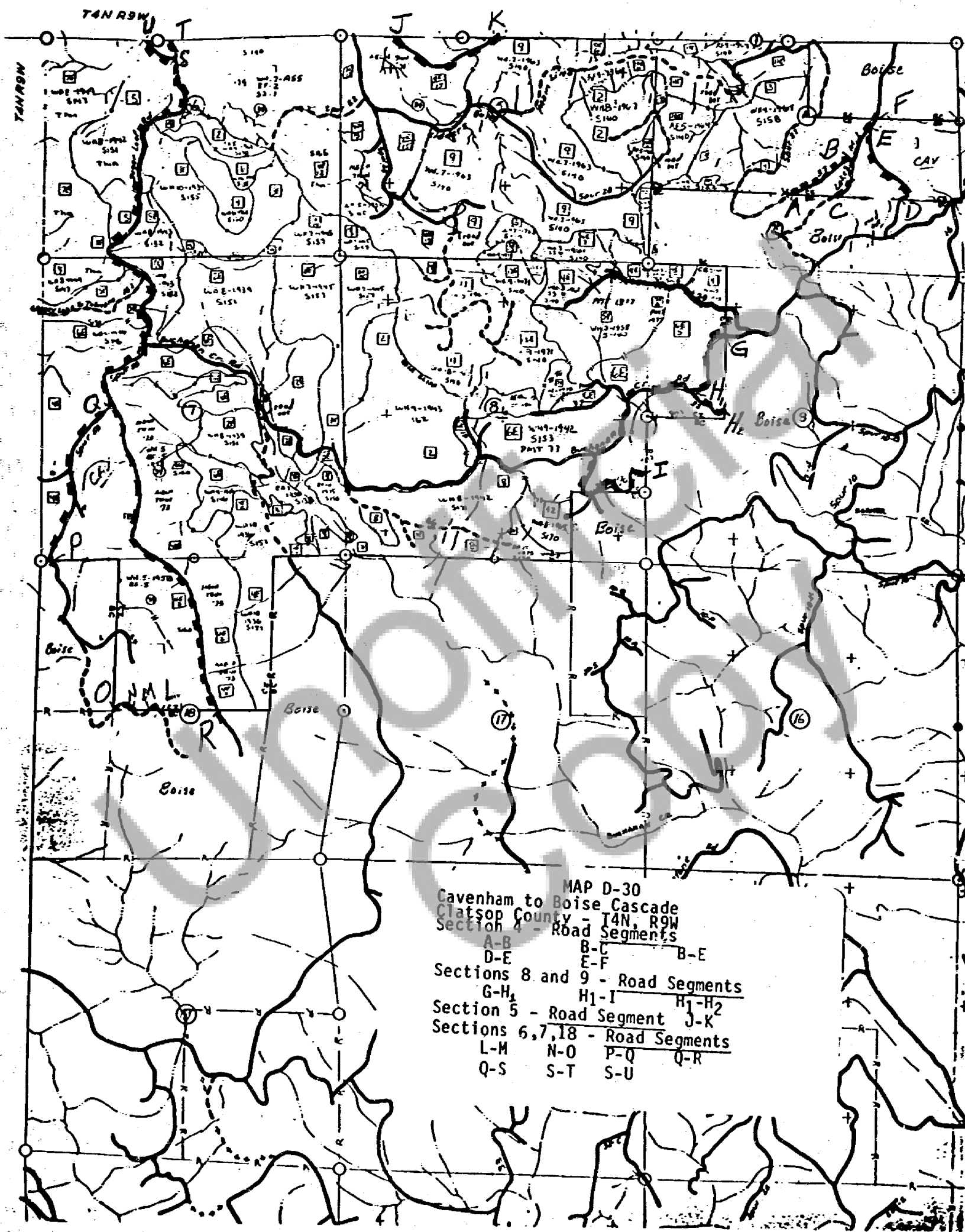


MAP D-28  
Cavenham to Boise Cascade  
Clatsop County - T4N, R8W

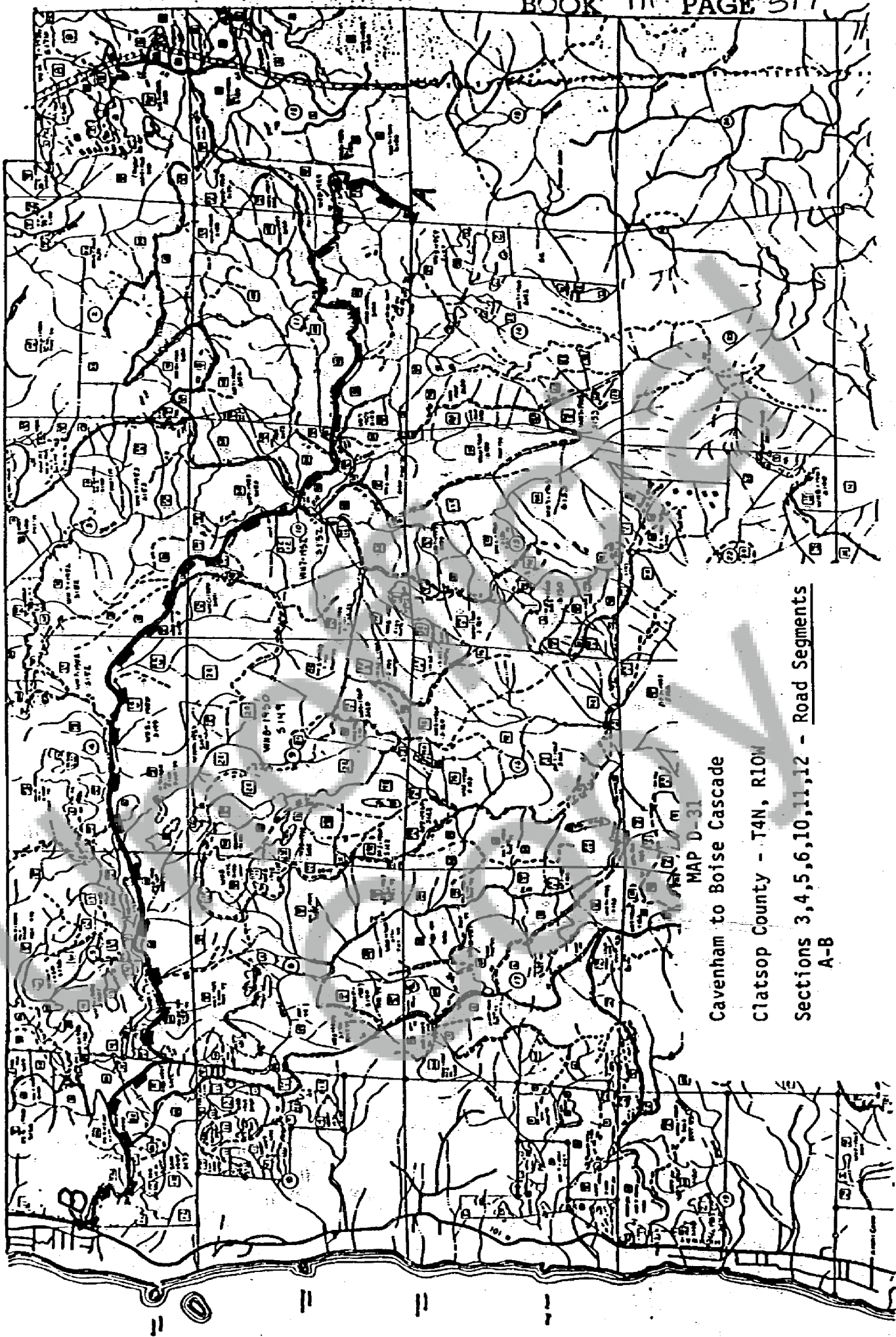
4 - Road Segments	
Section	B-C
A-B	
B-D	







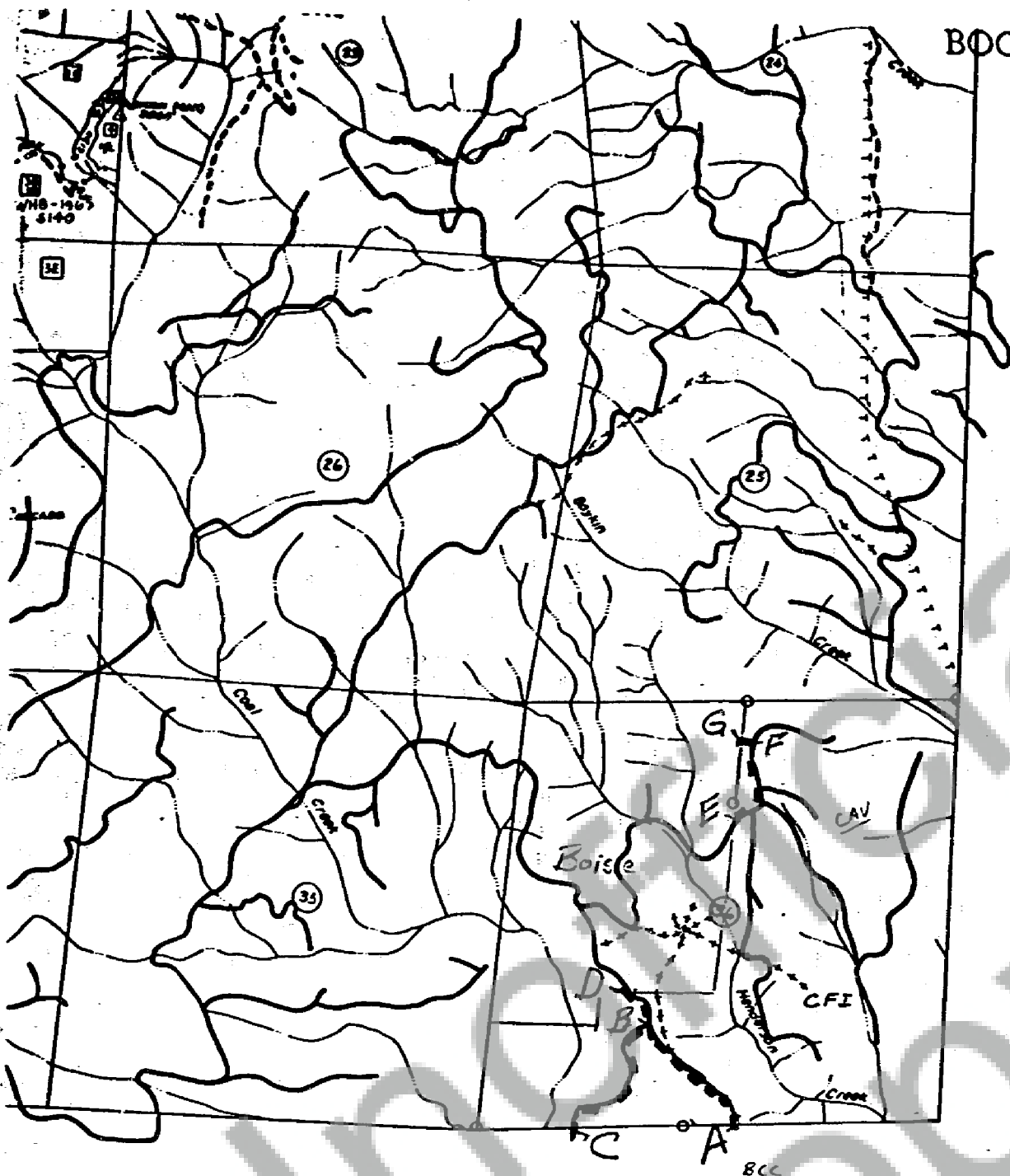
MAP D-30  
 Cavenham to Boise Cascade  
 Clatsop County - T4N, R9W  
 Section 4 - Road Segments  
 A-B B-C B-E  
 D-E E-F  
 Sections 8 and 9 - Road Segments  
 G-H H1-I H1-H2  
 Section 5 - Road Segment J-K  
 Sections 6, 7, 18 - Road Segments  
 L-M N-O P-Q Q-R  
 Q-S S-T S-U



OCEAN

PACIFIC





T.4N. R.10W

MAP D-32  
Cavenham to Boise Cascade

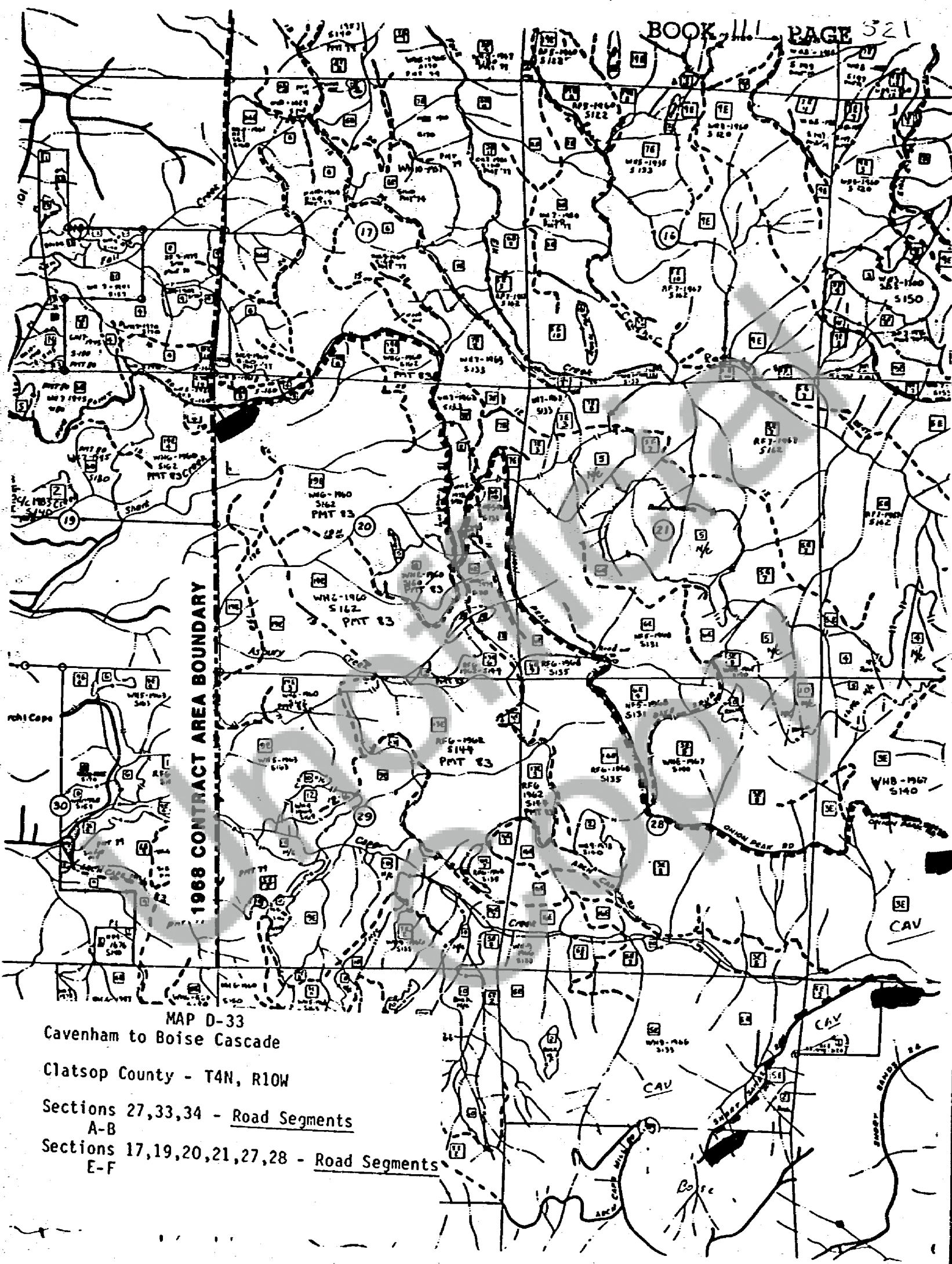
Clatsop County - T4N, R10W

Section 36 - Road Segments  

A-B	B-C	B-D
E-F	F-G	

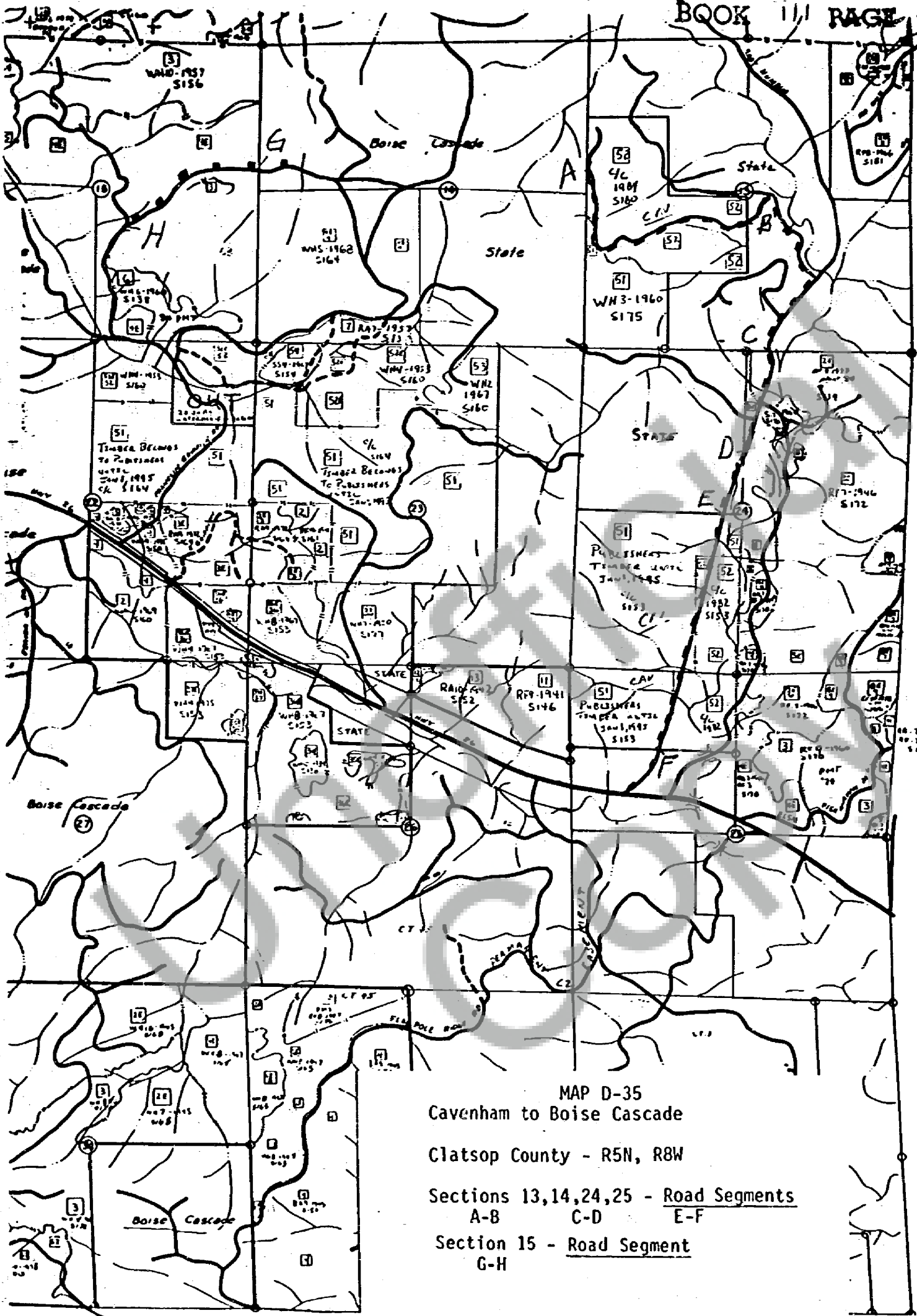
P. 02/03-7  
TRACED 1978 J.B.I





MAP D-33  
 Cavenham to Boise Cascade  
 Clatsop County - T4N, R10W  
 Sections 27,33,34 - Road Segments  
 A-B  
 Sections 17,19,20,21,27,28 - Road Segments  
 E-F

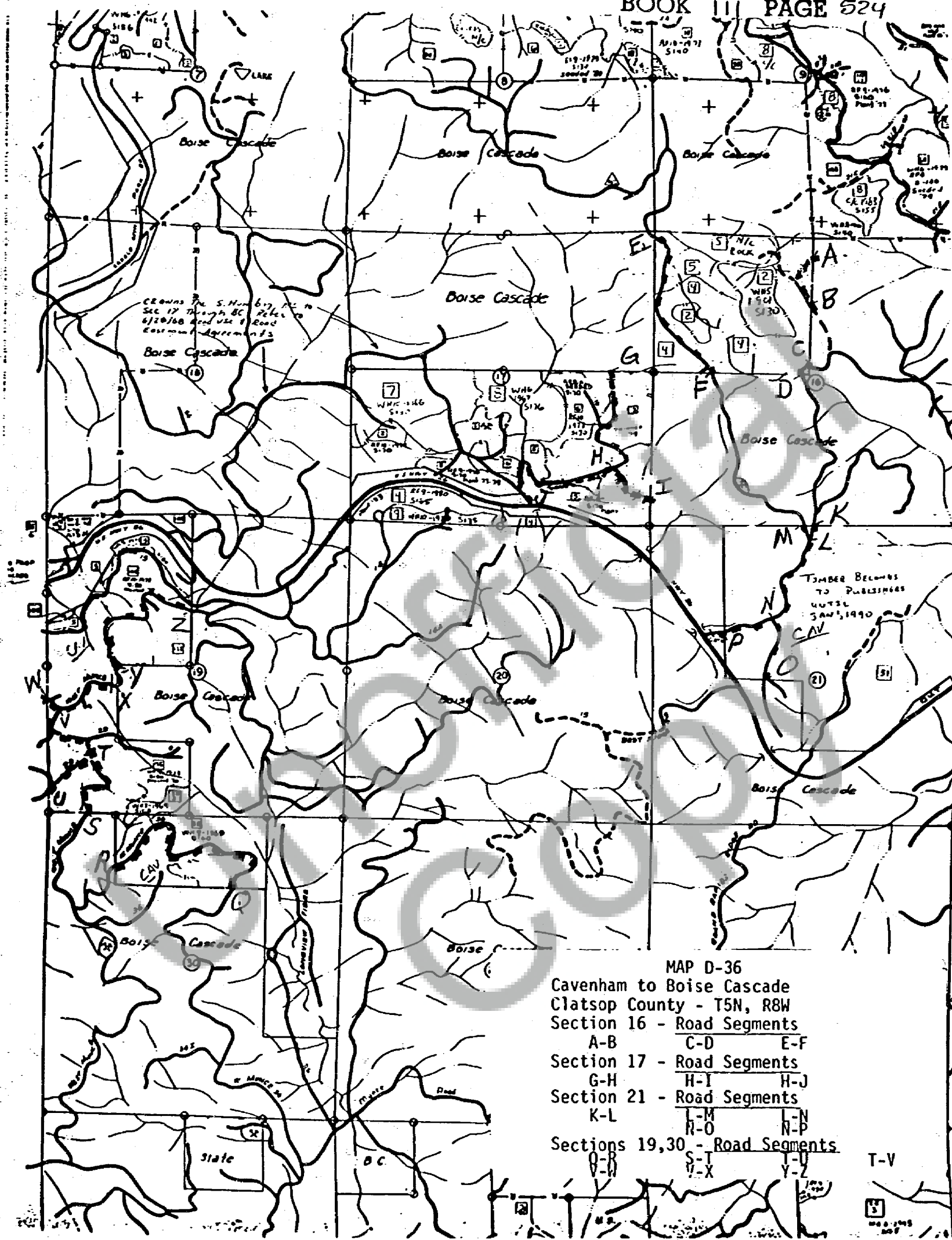




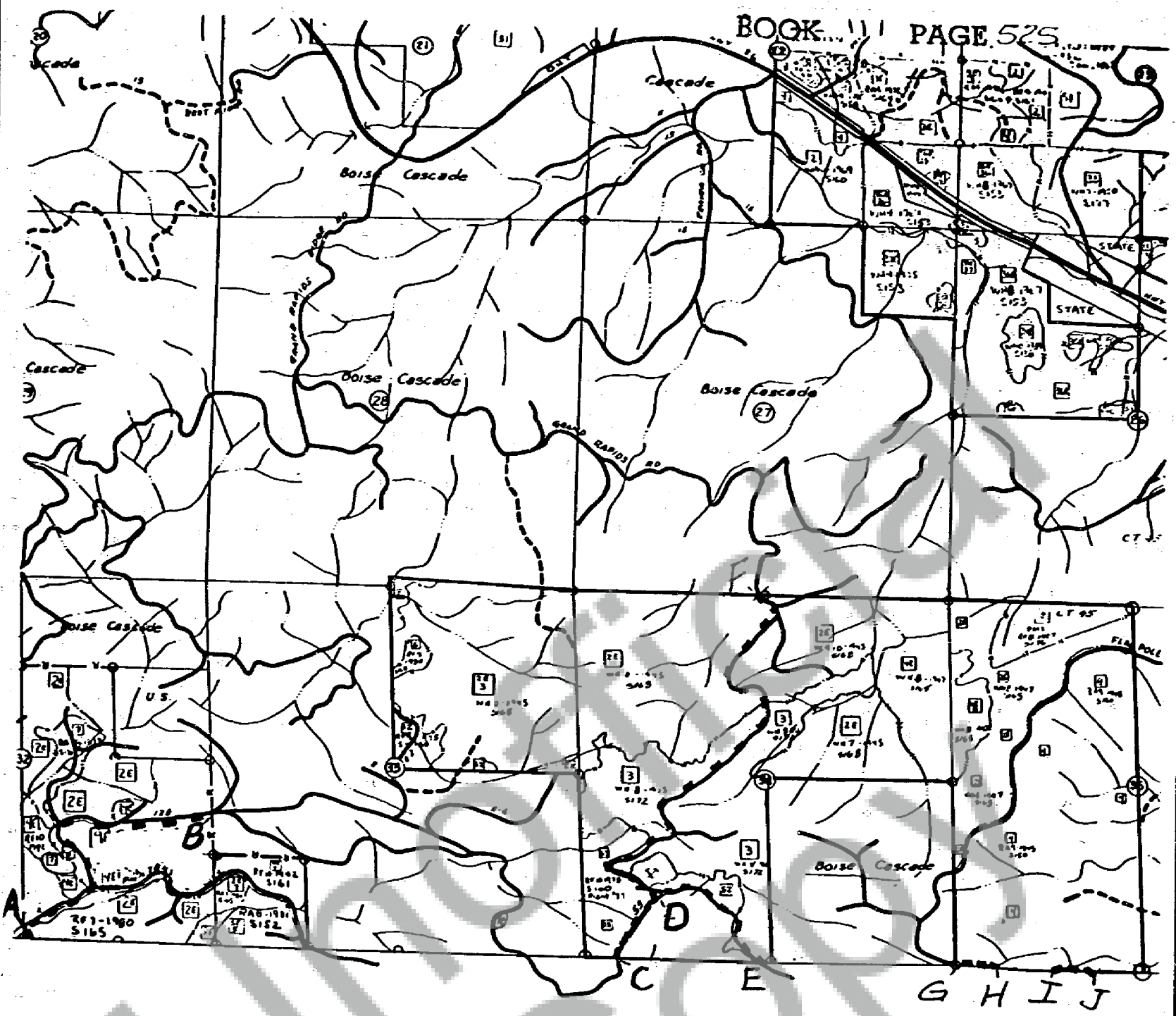
MAP D-35  
 Cavenham to Boise Cascade  
 Clatsop County - R5N, R8W  
 Sections 13,14,24,25 - Road Segments  
 A-B C-D E-F  
 Section 15 - Road Segment  
 G-H

TSURBN



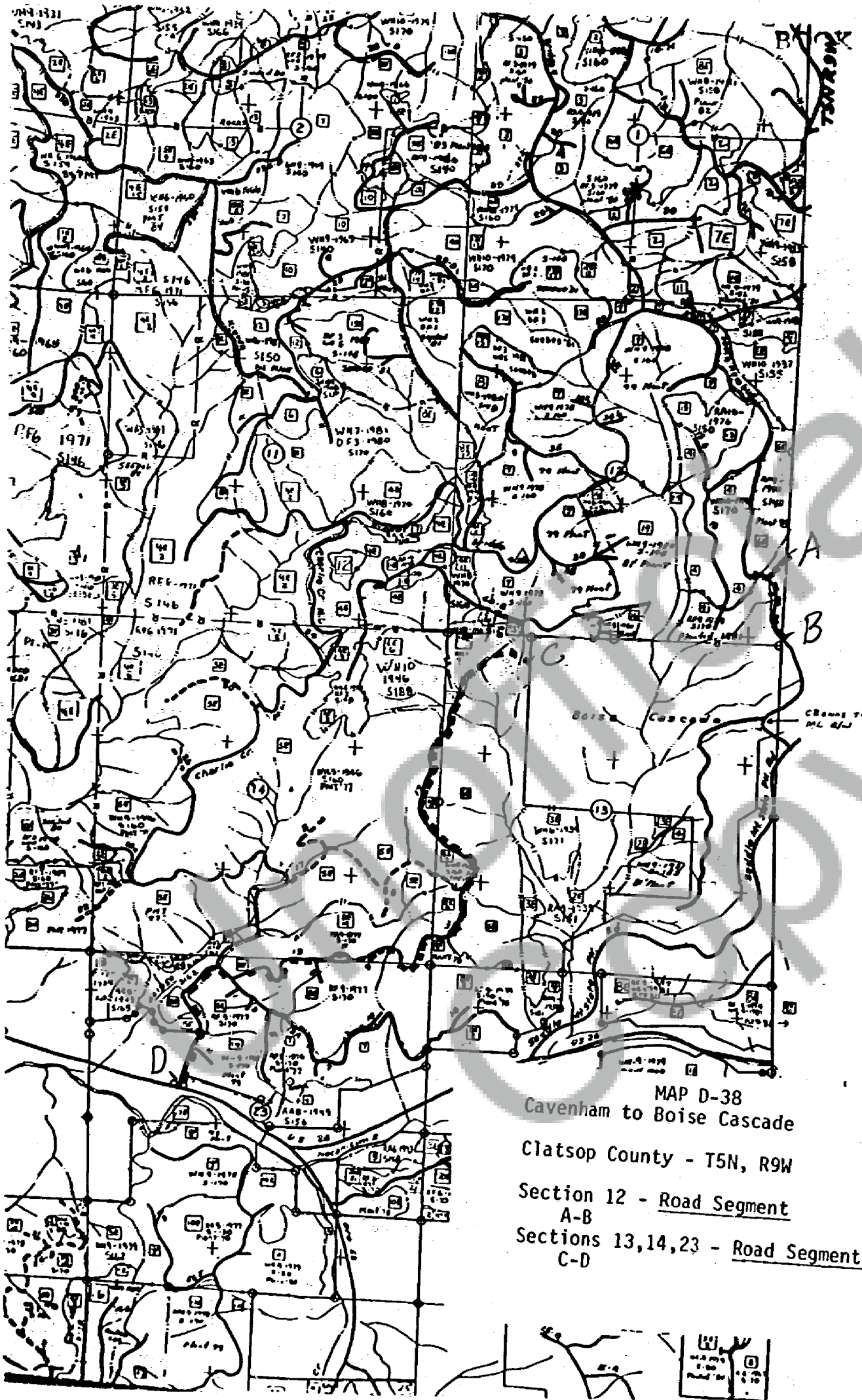


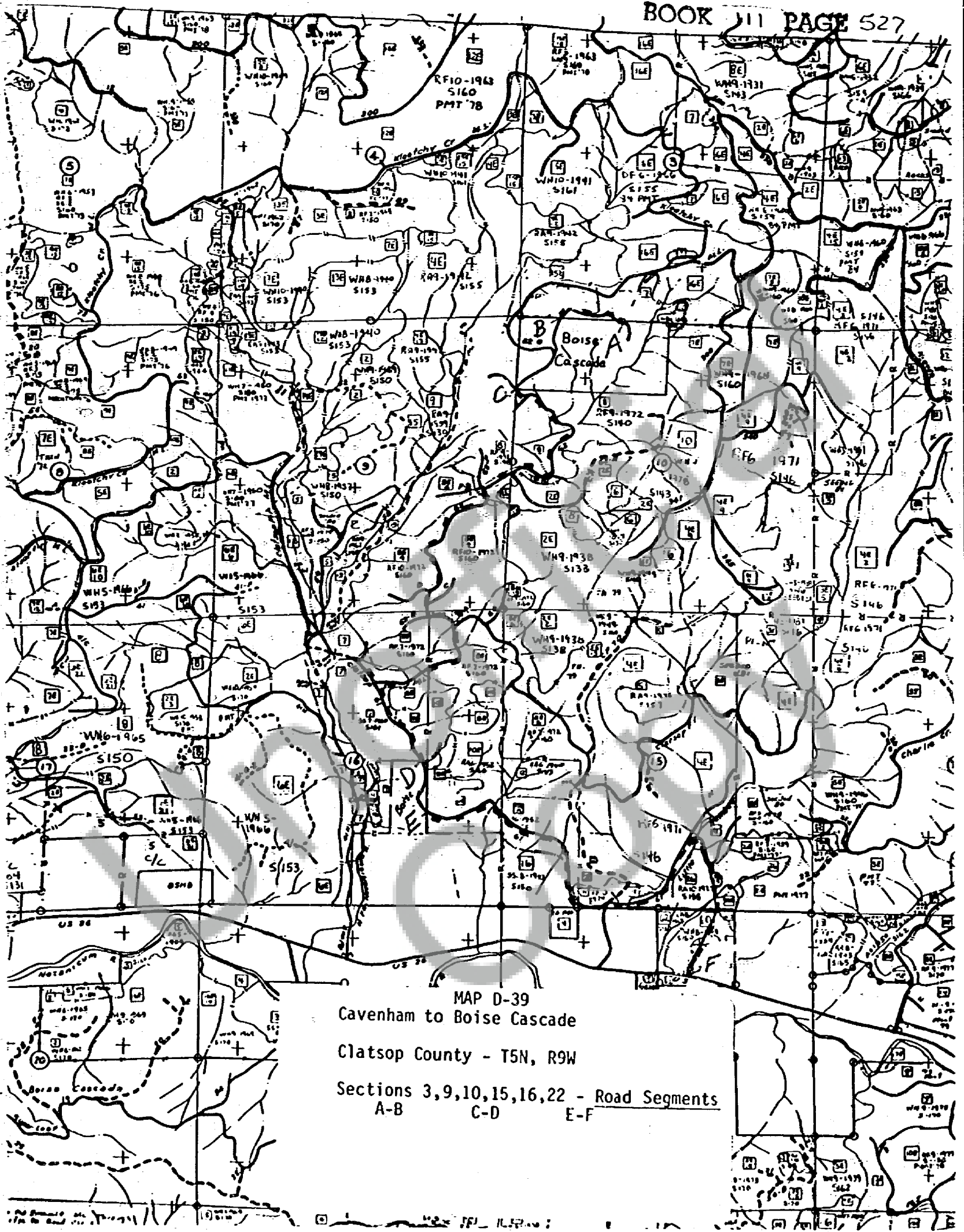




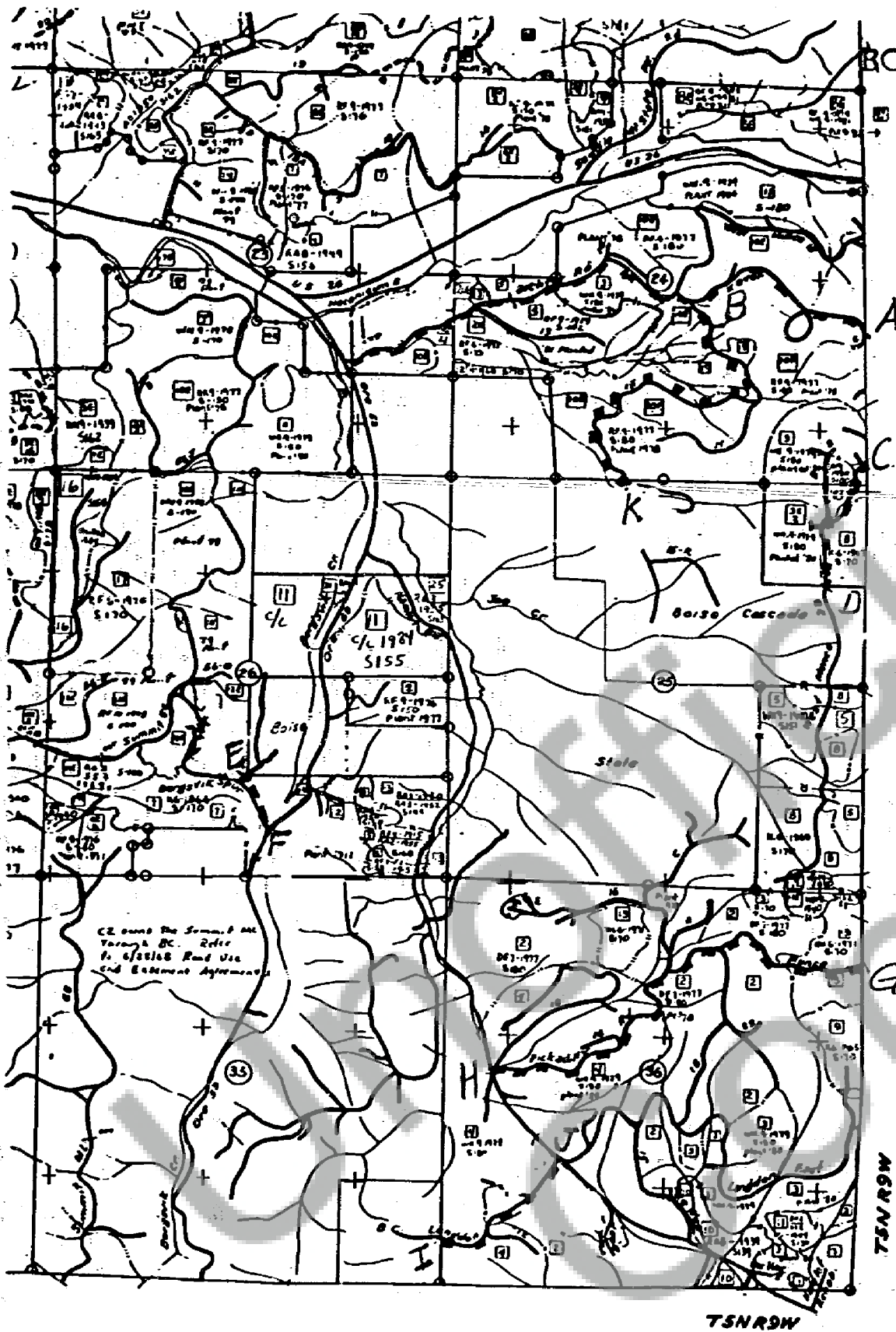
T 5 N R 8 W  
CLATSOP COUNTY

- MAP D-37  
Cavenham to Boise Cascade  
Clatsop County - T5N, R8W
- |              |                       |
|--------------|-----------------------|
| Section 32 - | <u>Road Segment</u>   |
| A-B          |                       |
| Section 34 - | <u>Road Segments</u>  |
| C-D          | <u>D-E</u> <u>D-F</u> |
| Section 35 - | <u>Road Segments</u>  |
| G-H          | <u>I-J</u>            |









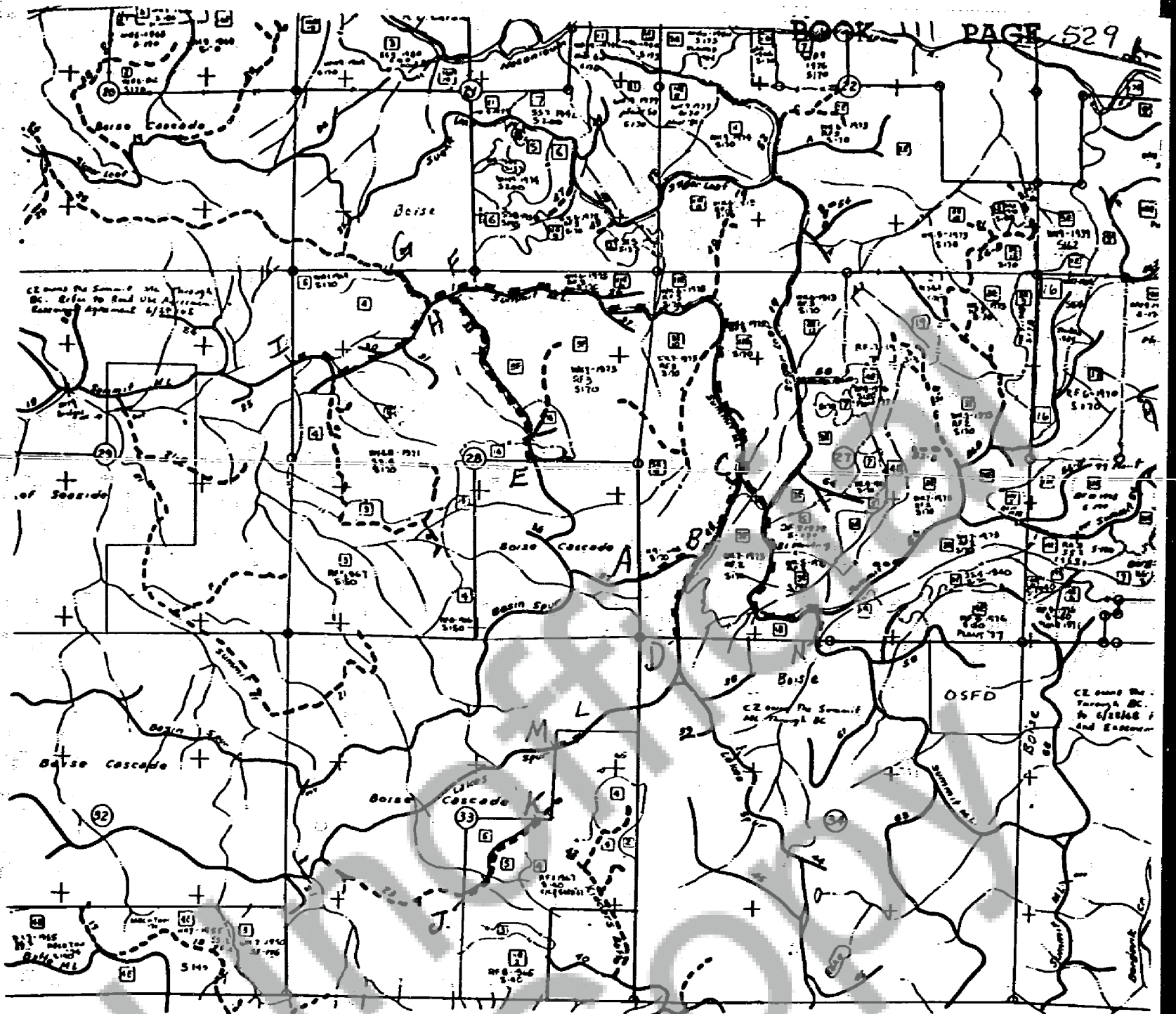
MAP D-40  
Cavenham to Boise Cascade

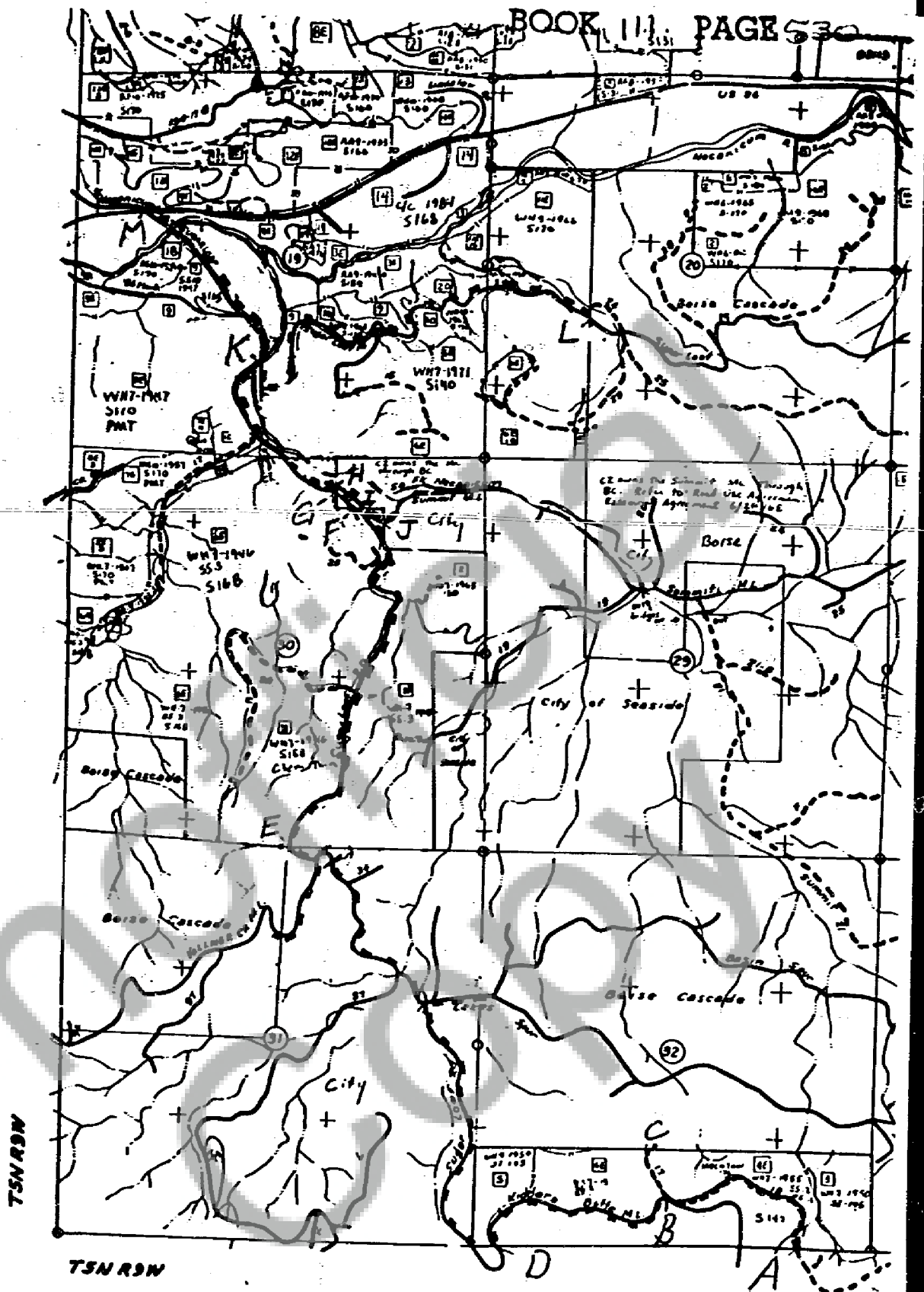
Clatsop County - T5N, R9W

Sections 23,24,25 - Road Segments  
 A-B      C-D      B-K      B-L  
 Section 26 - Road Segment  
 E-F  
 Section 36 - Road Segments  
 G-H      I-J

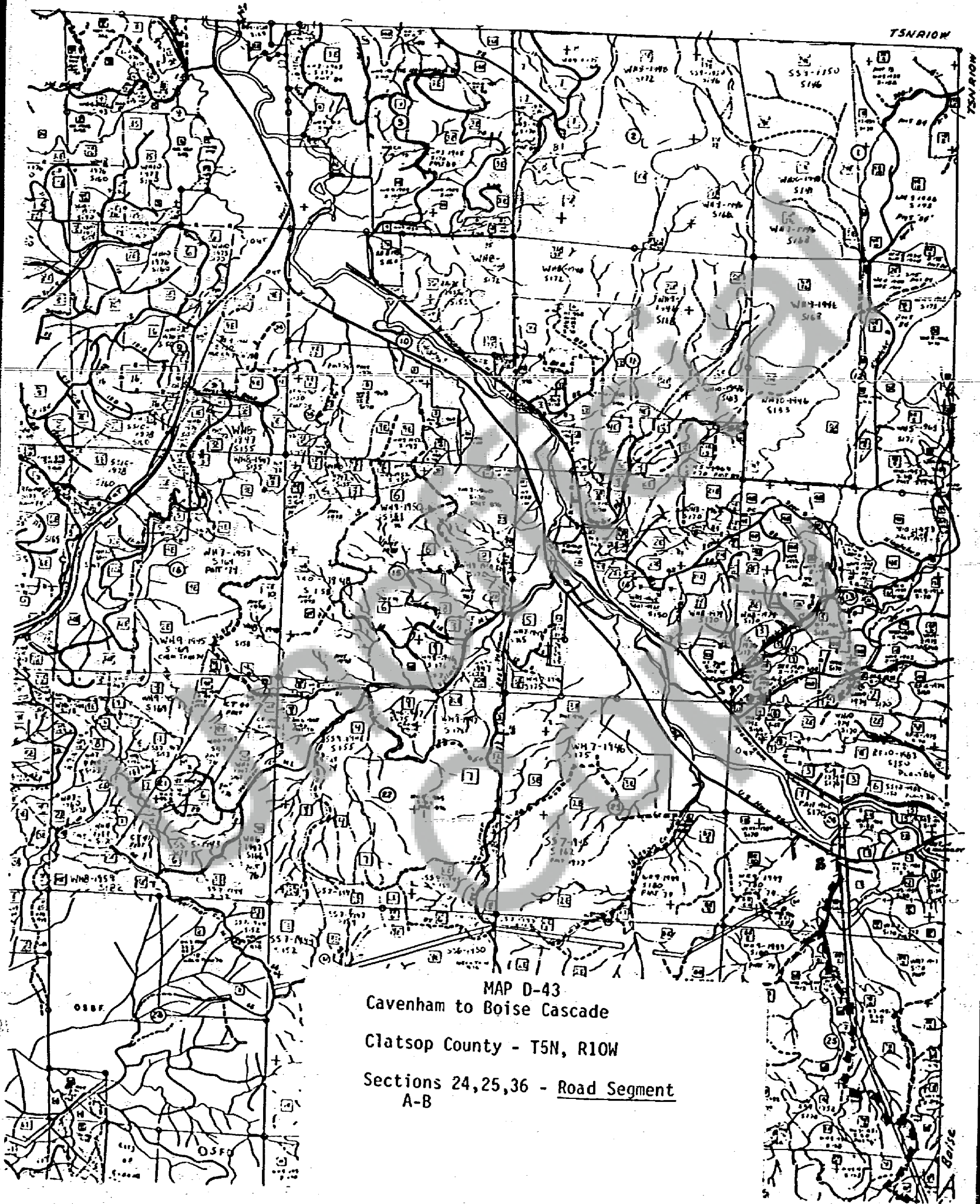
CN-411



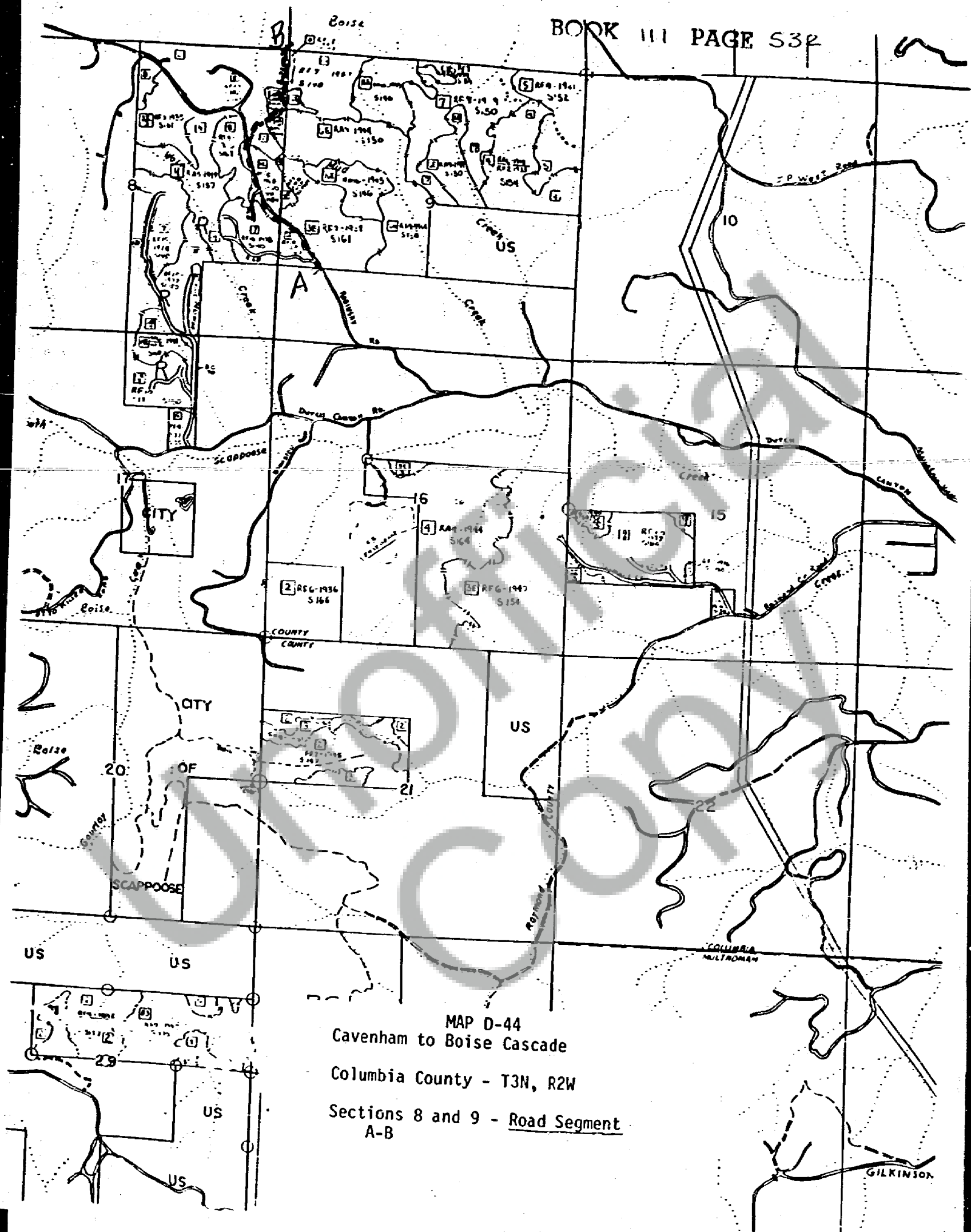




TSN R9W  
 MAP D-42  
 Cavenham to Boise Cascade  
 Clatsop County - T5N, R9W  
 Sections 19,20,30,31,32 - Road Segments  
 A-B E-F G-K  
 B-C F-G K-L  
 B-D G-H K-M  
 H-I I-J

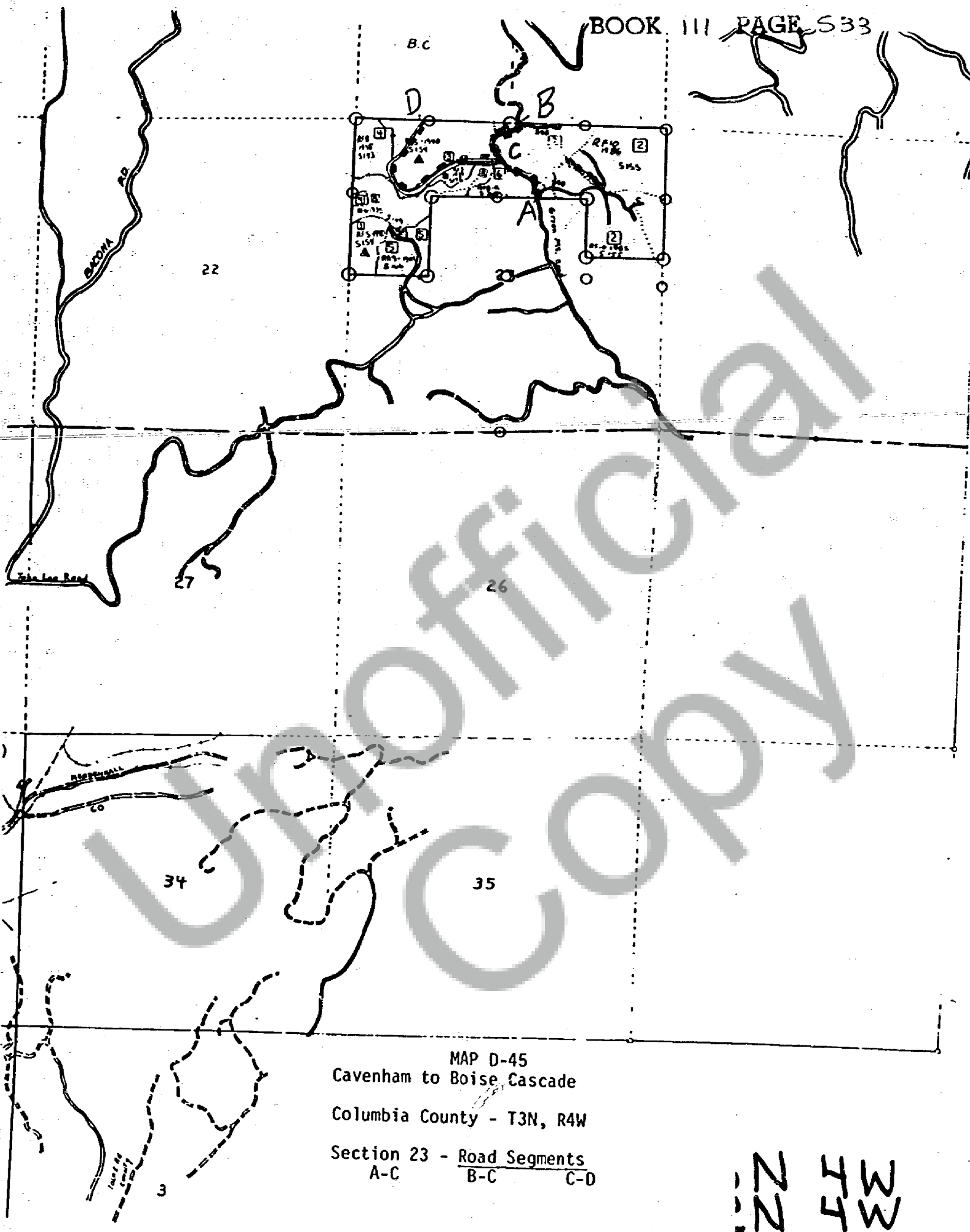




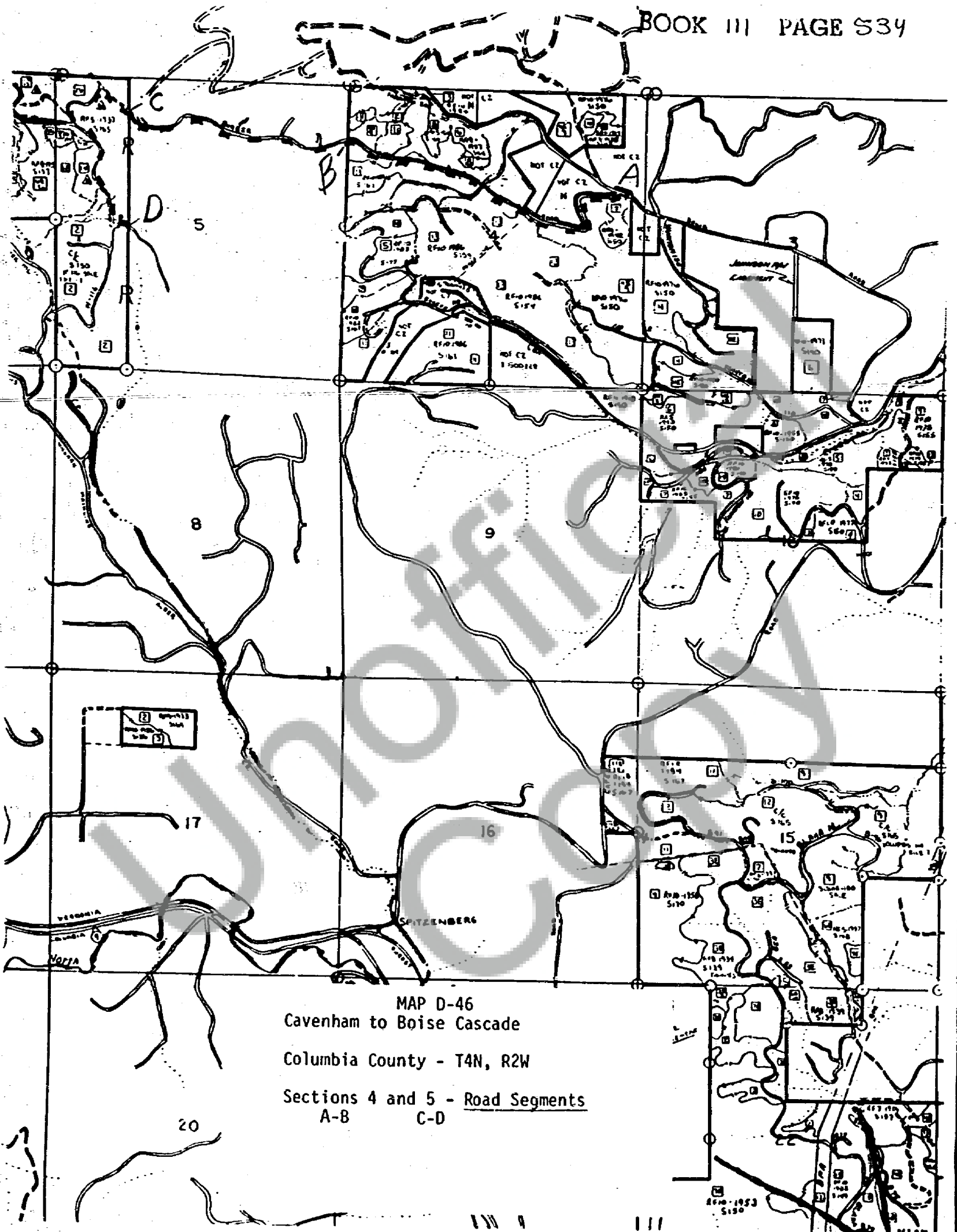


MAP D-44  
Cavenham to Boise Cascade  
Columbia County - T3N, R2W  
Sections 8 and 9 - Road Segment  
A-B

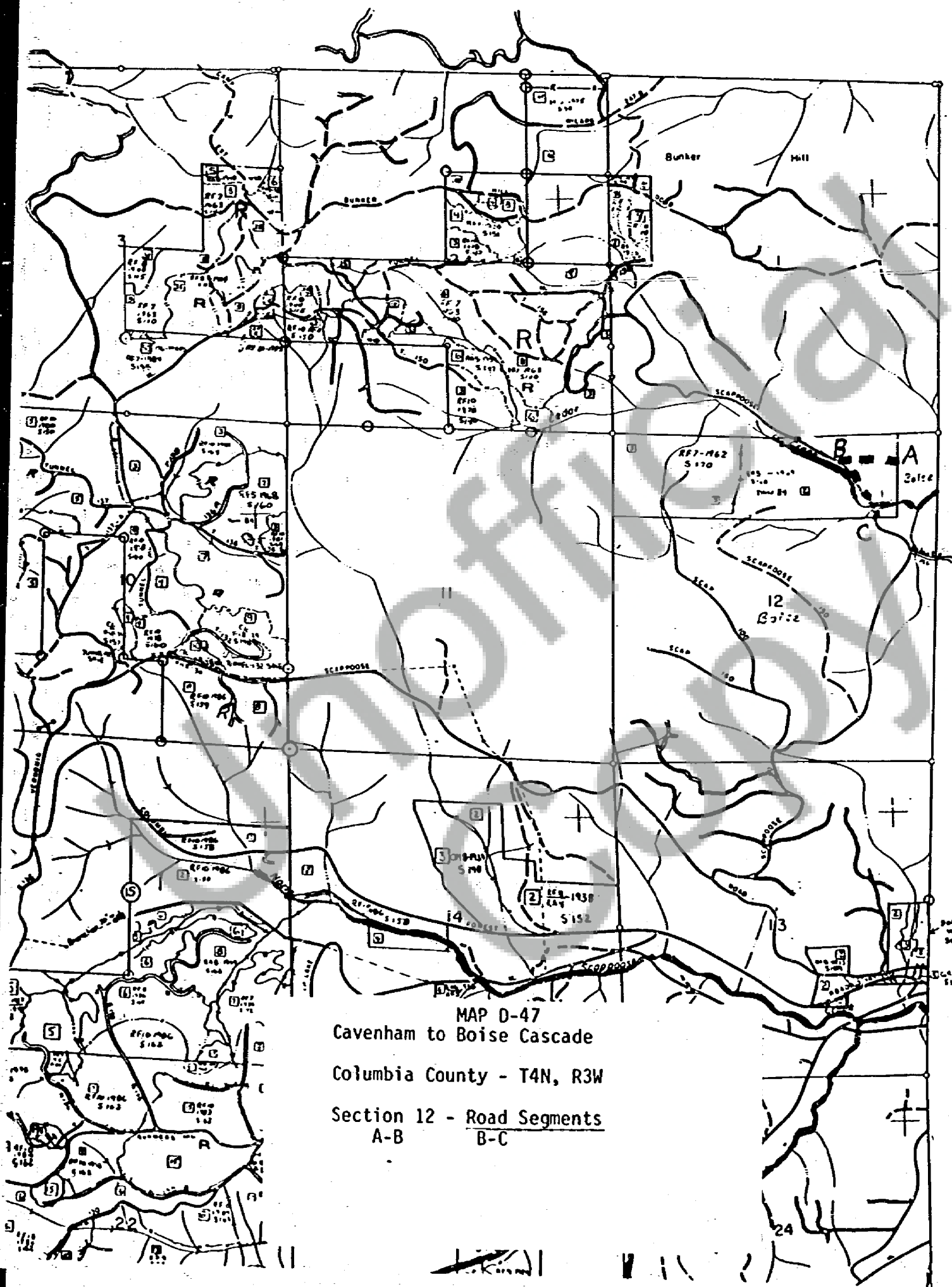




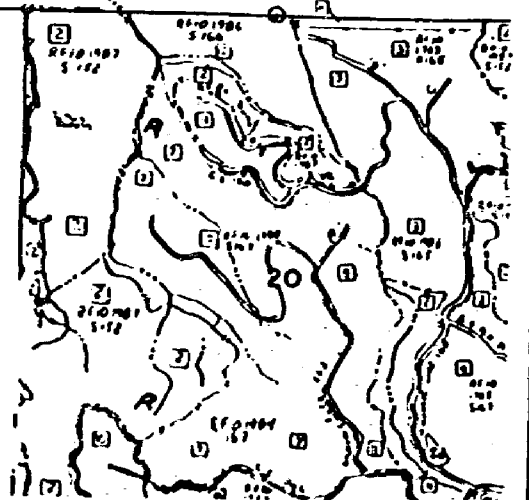
MAP D-45  
Cavenham to Boise Cascade  
Columbia County - T3N, R4W  
Section 23 - Road Segments  
A-C B-C C-D



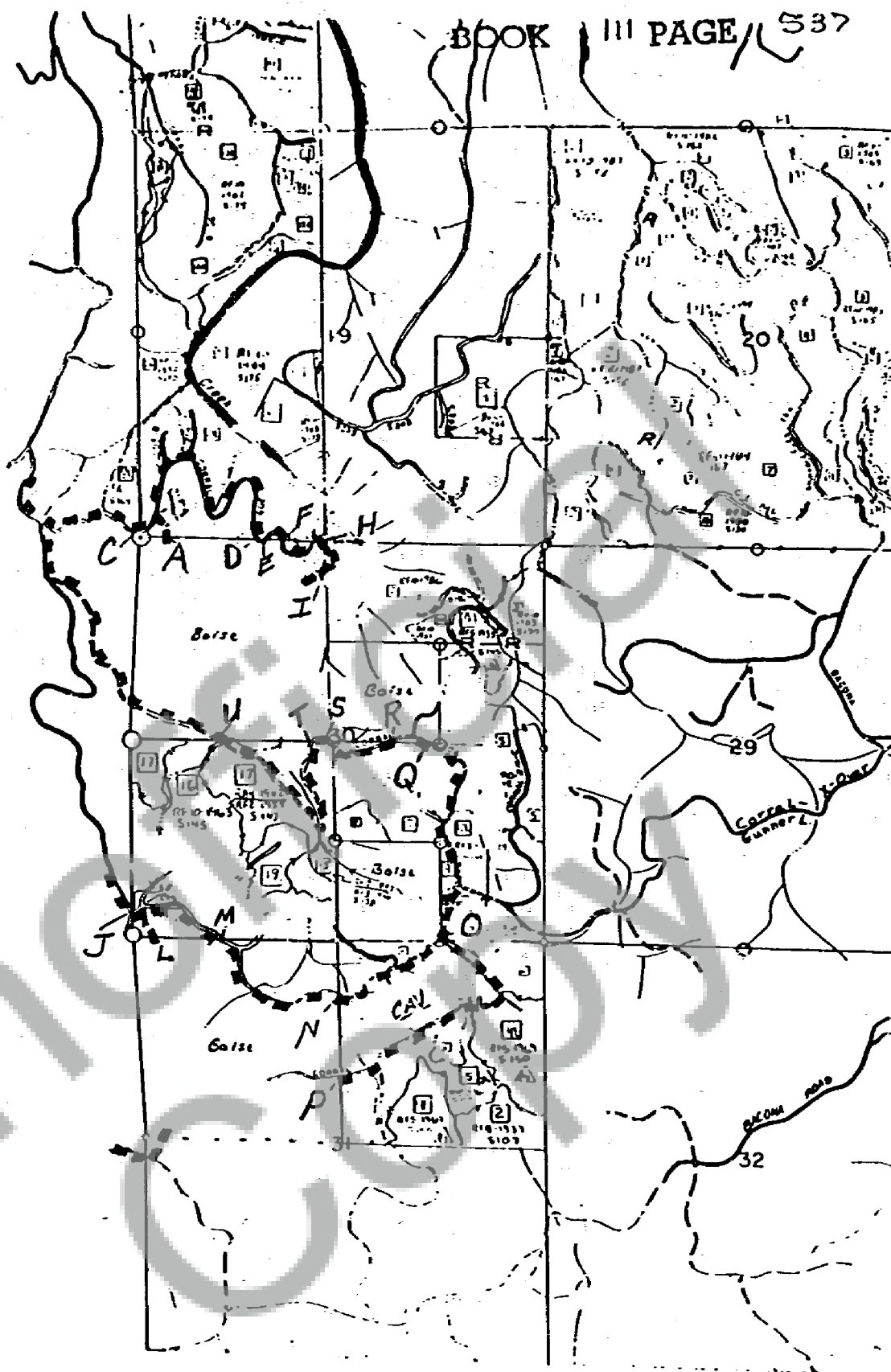
MAP D-46  
Cavenham to Boise Cascade  
Columbia County - T4N, R2W  
Sections 4 and 5 - Road Segments  
A-B C-D



22144



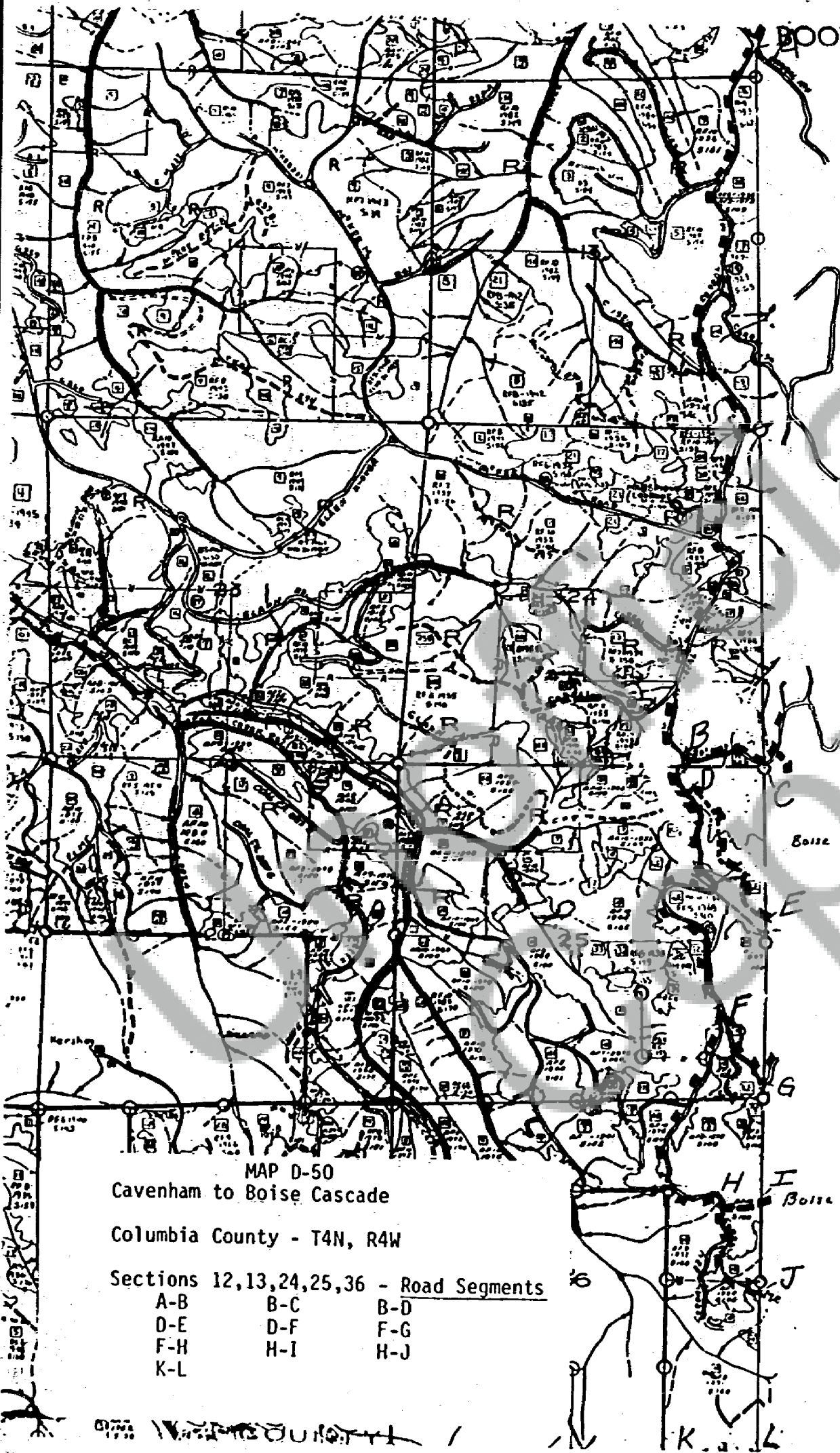




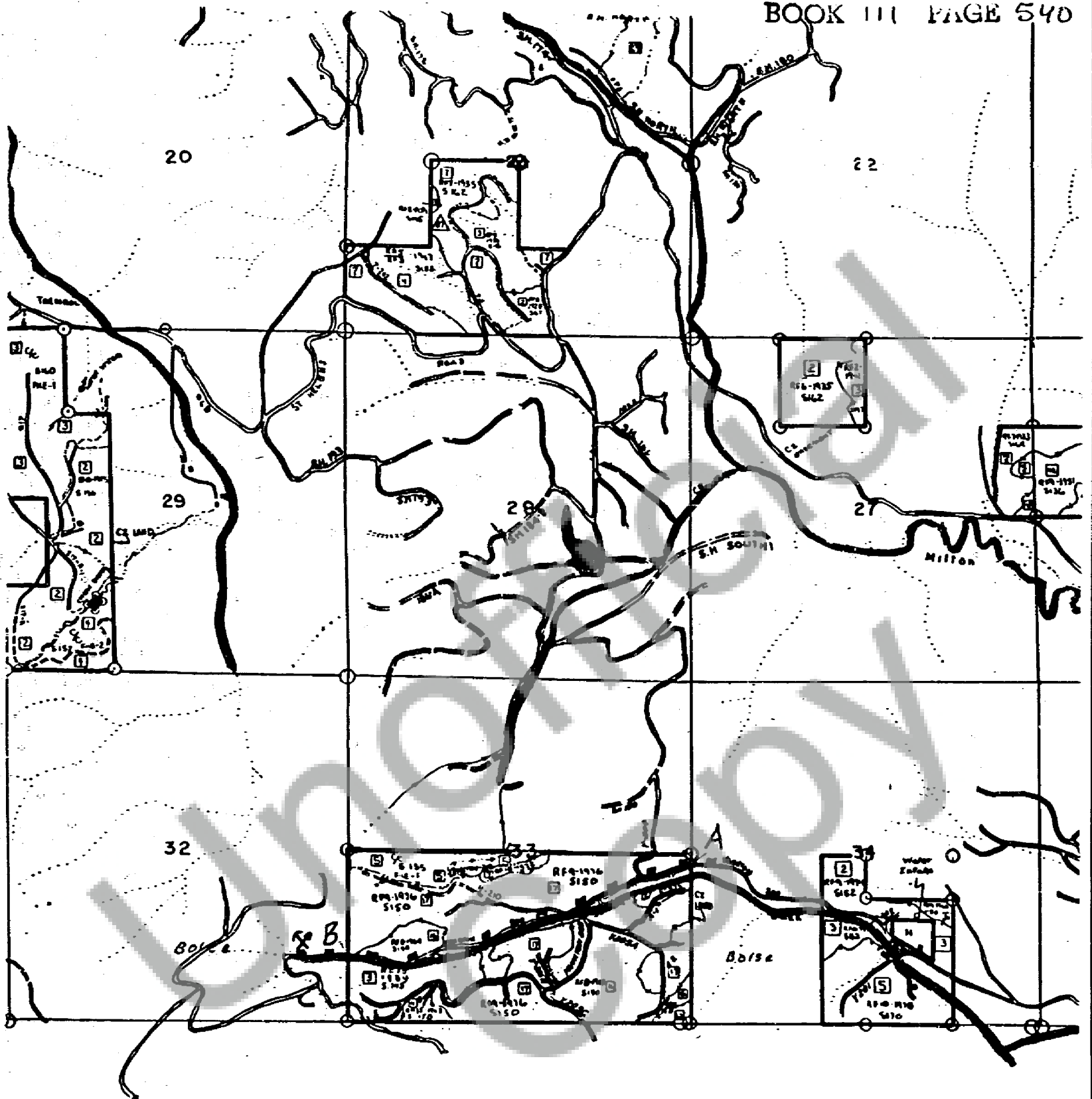
Map D-49  
Cavenham to Boise Cascade  
Columbia County - T4N, R3W

Sections 19,30,31 - Road Segments

A-B	J-K	O-Q
B-C	K-L	R-S
B-D	K-M	T-U
E-F	N-O	
H-I	O-P	







MAP D-52  
Cavenham to Boise Cascade  
Columbia County - T5N, R2W  
Section 33 - Road Segment  
A-B