ROAD USE PERMIT

THIS AGREEMENT, made and entered into this 24th day of April, 1956, between NORTHWEST DOOR COMPANY, a Washington corporation, of Tacoma, Washington, hereinafter called "Northwest", and the UNITED STATES OF AMERICA, acting by and through the FOREST SERVICE, DEPARTMENT OF AGRICULTURE, hereinafter called the "Forest Service",

W I T N E S S E T H :

WHEREAS, Northwest is the owner of certain lands described in Exhibit "A" appended hereto and made a part hereof, upon, over and across which there is to be built a road (herein to be called "Northwest's Road") by Harbor Plywood Corporation, a Delaware corporation, of Aberdeen, Washington, (hereinafter called "Harbor"), in accordance with the provisions of that certain "Road Use Agreement (Northwest Door Company Road)" between Northwest and Harbor dated the 20th day of July, 1955 (hereinafter called the "Northwest-Harbor Agreement"); and

WHEREAS, the Forest Service desires permission from Northwest to use said road, when constructed, for transportation to, and from Forest Service timber for the purpose of control, management and administration of the national forests or the resources thereof and desires the authority to permit purchasers of Forest Service timber (and their employees, agents and contractors) to use said road for the hauling of logs derived from Forest Service timber lands and for other acts necessarily related with the harvesting of Forest Service timber by said purchasers; and

WHEREAS, Northwest has granted to Harbor extensive rights and privileges to the use of Northwest's Road, pursuant to the

Northwest-Harbor Agreement, a copy of which agreement has been furnished by Northwest to the Forest Service and the terms of which are acknowledged to be known to the Forest Service; and

WHEREAS, Northwest is willing to grant permission to the Forest Service to use Northwest's Road and to permit purchasers of Forest Service timber to use said road, but only in accordance with and subject to the terms and conditions herein contained and consistent with the provisions of the Northwest-Harbor Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the prompt and full performance and observance of the agreements, terms and conditions hereinafter set forth, the parties hereto do agree as follows:

1. Northwest authorizes and grants permission to the Forest Service to use Northwest's Road when the same has been constructed, and authorizes the Forest Service to grant permission to Forest Service timber purchasers to use the Road, all for the purposes described below, but only in accordance with the terms and conditions of this Permit hereinafter contained.

2. Forest Service personnel may use Northwest's Road for the following purposes only:

- a. For transportation to and from national forest lands for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forests or the resources thereof.

- b. For logging, inspecting, patrolling, cruising, storing, removing, planting, and otherwise providing for the conservation, growing and harvesting of timber, logs and other forest products on national forest lands.

- c. For fighting and protecting against fires.

3. USE BY FOREST SERVICE TIMBER PURCHASERS: The Forest Service may extend the permission herein granted to it to purchasers of timber, logs, and other forest products upon national forest lands (herein called "Timber Purchasers") for the logging and removal of timber, logs, and forest products so acquired, but said Purchasers shall obtain no greater privileges than are herein conferred upon the Forest Service, and said purchasers shall comply in all respects with the terms and conditions hereof. Northwest reserves the right to require any Timber Purchaser to enter into a written agreement with Northwest by which the Timber Purchaser agrees to comply with the terms, conditions, and limitations of this Permit and the Northwest-Harbor Agreement, and to pay a fair share of the cost of maintaining the road.

4. TERM OF AGREEMENT: The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted; but if the Forest Service shall cease for a period of five (5) years to use the rights, privileges and authorities for the purposes granted, shall abandon the use of the Road herein granted, shall fail to permit Northwest the exercise of the rights herein reserved, or shall refuse to issue and comply with terms of "Stipulations Governing Rights of Ingress and Egress" in accordance with rules, regulations and policies related thereto under Section 251.5(d) of Title 36 of the Code of Federal Regulations as amended June 15, 1953 (18 F.R. 3482), and pursuant to the Act of June 4, 1897 (16 U.S.C. 478) and conforming to those for similar purposes currently being issued to others, authorizing Northwest to construct or use connecting links of road systems which are located on national forest land for access to lands or

timber owned by Northwest, then in such event Northwest may terminate this Permit and all rights hereunder shall revert to Northwest.

5. OBLIGATIONS OF NORTHWEST: Timber purchasers may use said road for hauling, but not in such fashion as to interfere unreasonably with use thereof by Northwest or Harbor, and in such use shall recognize the prior rights of use of Northwest and Harbor. In such regard, the Forest Service acknowledges that Northwest is under no obligation to the Forest Service to construct, reconstruct, relocate, or maintain the Road herein described, nor is Northwest in any way responsible or liable to the Forest Service, Timber Purchasers, or other persons using under this permit for any such failure or interruption of use because of such construction, reconstruction, relocation or maintenance, or failure thereof.

6. RESERVATION OF RIGHTS IN NORTHWEST: The Forest Service acknowledges that title in fee simple to Northwest's Road and the lands upon which it exists are and remain in Northwest, and that the Forest Service hereby obtains no interest therein except the permission for the Forest Service and Timber Purchasers to use the same. Northwest retains the right to authorize others to use Northwest's Road. Northwest further reserves the right to prohibit the use of Northwest's Road by any person other than the Forest Service or Timber Purchasers when using the Northwest's Road according to the permission herein granted. Northwest reserves to itself all timber on Northwest's lands, and none shall be cut, removed or otherwise mutilated by the Forest Service or its Timber Purchasers.

7. SIZE AND WEIGHT OF VEHICLES AND LOADS: It is understood that Northwest and those authorized by Northwest may operate upon

Northwest's Road vehicles which are not limited in size, weight or character, or in size or weight of load, or in method of use or operation by law, regulations, or limitations now or hereafter applicable to the use of public roads, nor in any way restricted in such fashion, except as Northwest shall require.

8. NORTHWEST'S ROAD A PRIVATE ROAD: The Forest Service acknowledges that Northwest's Road is the property of Northwest and is a private road, that it is not subject to regulation of use, except as provided in this agreement, as provided in the Northwest-Harbor agreement, and as may hereafter be provided by Northwest. The Forest Service shall not claim said road to be a public road or affected with a public use: Provided, however, that said prohibition shall in no way affect any right the Forest Service may have to condemn said road or to negotiate for and to purchase the same, whether or not under the threat of or in lieu of condemnation. In the event Northwest's Road, or any part thereof, is at any time condemned or taken for public or private use, or is voluntarily conveyed in lieu of such condemnation or taking, such condemnation, taking or conveyance shall not be considered a breach of this agreement by Northwest, nor a failure of consideration hereunder, and Northwest shall not, by reason thereof, incur any liability to the Government or any Timber Purchaser nor be obligated to refund or return any sums theretofore paid or accrued to Northwest hereunder.

9. SUSPENSION OF USE: Northwest shall have the right to suspend the use of Northwest's Road by the Forest Service, Timber Purchasers, or others for non-compliance with the terms hereof, and to prohibit any further use of said road until Northwest has been compensated for any loss or damage suffered by Northwest.

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10. LIABILITY INSURANCE: Any Timber Purchaser authorized to use Northwest's Road shall, prior to commencing use and during the use, at his own expense obtain and maintain in full force and effect a comprehensive insurance policy insuring said user, his employees, agents, and contractors and all motor vehicles to be used on Northwest's Road, against liability to others in the following amounts:

a. For personal injury to one person, not less than One Hundred Thousand Dollars (\$100,000.00); for personal injury to more than one person, not less than Three Hundred Thousand Dollars (\$300,000.00).

b. For damage of property of others, not less than Three Hundred Thousand Dollars (\$300,000.00).

Said insurance shall include coverage for liability for which the user can be held legally responsible, and said coverage shall include damages to logs and timber of Northwest and others arising from the use and occupancy of Northwest's Road by said purchaser, his employees, agents, and contractors. Said insurance must remain in full force and effect at all times during the use of Northwest's Road by any Timber Purchaser, and said person shall deliver to Northwest a certificate evidencing such insurance and further evidencing the agreement of the insurer that the policy will not be cancelled or otherwise terminated without first giving Northwest at least ten (10) days' written notice thereof. In the event of noncompliance with this provision, Northwest shall give written notice thereof to said Timber Purchaser at his last known address with a copy to the Forest Supervisor, Vancouver, Washington, and thereupon said person's rights hereunder to use Northwest's Road shall cease, terminate and be suspended until such time as said person has complied herewith.

11. INDEMNIFICATION: Any Timber Purchaser authorized by the Forest Service to use Northwest's road by such use agrees that he will indemnify and hold harmless Northwest from any and all damages and expense and from all claims, demands, liabilities and causes of action against Northwest, resulting from or arising out of any accident or injury occurring as a result of or in connection with use of said road by the purchaser or any agent or employee of the purchaser.

12. ASSUMPTION OF RISK: All persons using Northwest's Road pursuant to permission granted by the Forest Service, thereby assume all risk incident to the use of Northwest's Road, and do hereby release Northwest, its employees, contractors and assigns, from and shall indemnify them against legal liability for injury or damage to persons or property of said person occurring on or about Northwest's Road. The Forest Service hereby releases Northwest from its negligent damage (other than willfully done) to Forest Service property.

13. ROAD RULES: The right of the Forest Service and those authorized by the Forest Service to use Northwest's Road is not exclusive, and Northwest may use said road and authorize others to use it at any and all times. The Forest Service, and those authorized by it to use Northwest's Road, shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, and will comply with all rules and regulations prescribed by Northwest for the use of Northwest's Road, provided the same rules and regulations are applicable to the use thereof by Northwest and other persons authorized by Northwest to use said road. Such rules and regulations may include:

a. Closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would, in Northwest's judgment, cause excessive damage or create hazardous conditions; and

b. Closing the road during the periods when, in Northwest's judgment, there is extraordinary fire danger; and

c. Traffic controls which in Northwest's judgment are required for safe and effective use of the road by authorized users thereof.

Notwithstanding the foregoing, the Forest Service personnel and fire suppression crews may use Northwest's Road at any time.

14. EMPLOYEES, AGENTS AND CONTRACTORS OF TIMBER PURCHASERS:

Timber Purchasers may exercise the permission to use Northwest's Road which may be granted them by the Forest Service either directly or through their employees, agents or contractors, but the acts and omissions of said employees, agents or contractors shall be considered the acts and omissions of said Timber Purchaser, and he shall be and remain responsible and liable to Northwest therefor as if the same were his own acts or omissions. It is understood that the Forest Service shall in no manner be liable to Northwest in the event a Timber Purchaser fails to observe the provisions of this permit or any agreement relating thereto.

15. NOTICE OF INTENTION TO USE: Prior to the commencement of use of Northwest's Road in each year, a Timber Purchaser shall advise both Northwest and Harbor in writing of the approximate times when such party's use of the road for the hauling of logs and other heavy loads will commence, the anticipated duration of such use, the names and addresses of their respective contractors

or agents who will use Northwest's Road on behalf of such party, the estimated extent of use, and such other information relative to the anticipated use of the road as Northwest may from time to time reasonably request. If and when during any year there is any change with respect to the information so supplied, the party effecting such change shall promptly advise the other in writing thereof.

16. PERFORMANCE BOND: If Northwest shall so request, any Timber Purchaser shall, at his own expense, procure and deliver to Northwest before commencing use of Northwest's Road a surety bond or other guarantee acceptable to Northwest, and conditioned upon the full and faithful performance and observance by said Timber Purchaser of the agreements to be performed and observed pursuant hereto, including but without limiting the generality of the foregoing, reimbursement to Northwest for damage, if any, resulting from use of Northwest's Road not incident to normal usage. Said bond or other guarantee shall be in such reasonable sum as Northwest shall fix as appropriate to the circumstances, but in no event to exceed \$25,000 unless a greater amount is mutually approved by Northwest and the Forest Service: provided that in no event shall such bond be less than the amount of bond required by the Forest Service of such Timber Purchaser under the timber sales contract. Such bond shall be maintained in force at all times during said Timber Purchaser's use of Northwest's Road unless Northwest shall otherwise consent in writing.

17. MAINTENANCE: The Forest Service and those authorized by the Forest Service to use Northwest's Road shall bear their proportionate amount of the costs of maintenance of said road,

regardless of who shall perform the maintenance. Maintenance obligations shall be in accordance with Section 8 of the Northwest-Harbor Agreement.

18. USE OF HARBOR'S ROAD: Nothing herein shall be construed as authorizing the use of the road connecting with Northwest's Road which is owned by Harbor.

19. ASSIGNMENT: Except as herein specifically permitted, neither this agreement nor any of the licenses, rights or privileges herein granted may be assigned or extended to any other person, firm, or corporation.

20. Nothing herein contained shall obligate the Forest Service beyond the extent of available authorized appropriations or contrary to the rules, regulations and laws applicable to the Government.

21. No member of or delegate to Congress or resident commissioner, shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this permit if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

NORTHWEST DOOR COMPANY

By

N. E. Jorgensen

Its

Pres

UNITED STATES DEPARTMENT OF AGRICULTURE,
FOREST SERVICE

By

Walter H. Lund

Title Acting Regional Forester

STATE OF Washington }
COUNTY OF Pierce } ss.

On this 3rd day of May, 1956, before me
a Notary Public in and for said County and State, personally
appeared H. E. Tenzler ~~and~~ _____,
to me known to be the President ~~and~~ _____,
respectively, of the Corporation
that executed the within and foregoing instrument and each on oath
acknowledged to me that such Corporation executed the same as its
free and voluntary act and deed for the uses and purposes therein
mentioned, and that he was authorized to execute said instrument
on behalf of the Corporation by authority of its Board of Directors,
and that the seal affixed is the corporate seal of said Corporation.

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

H. G. Miller
Notary Public in and for the State of
Washington
Residing at Tacoma
My commission expires MY COMMISSION EXPIRES June 14, 1958

STATE OF Oregon)
COUNTY OF Multnomah) ss.

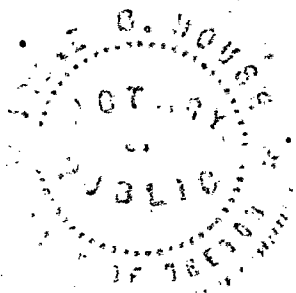
On this 24th day of April, 1956, before me
a Notary Public in and for said county and state personally
appeared Walter H. Lund

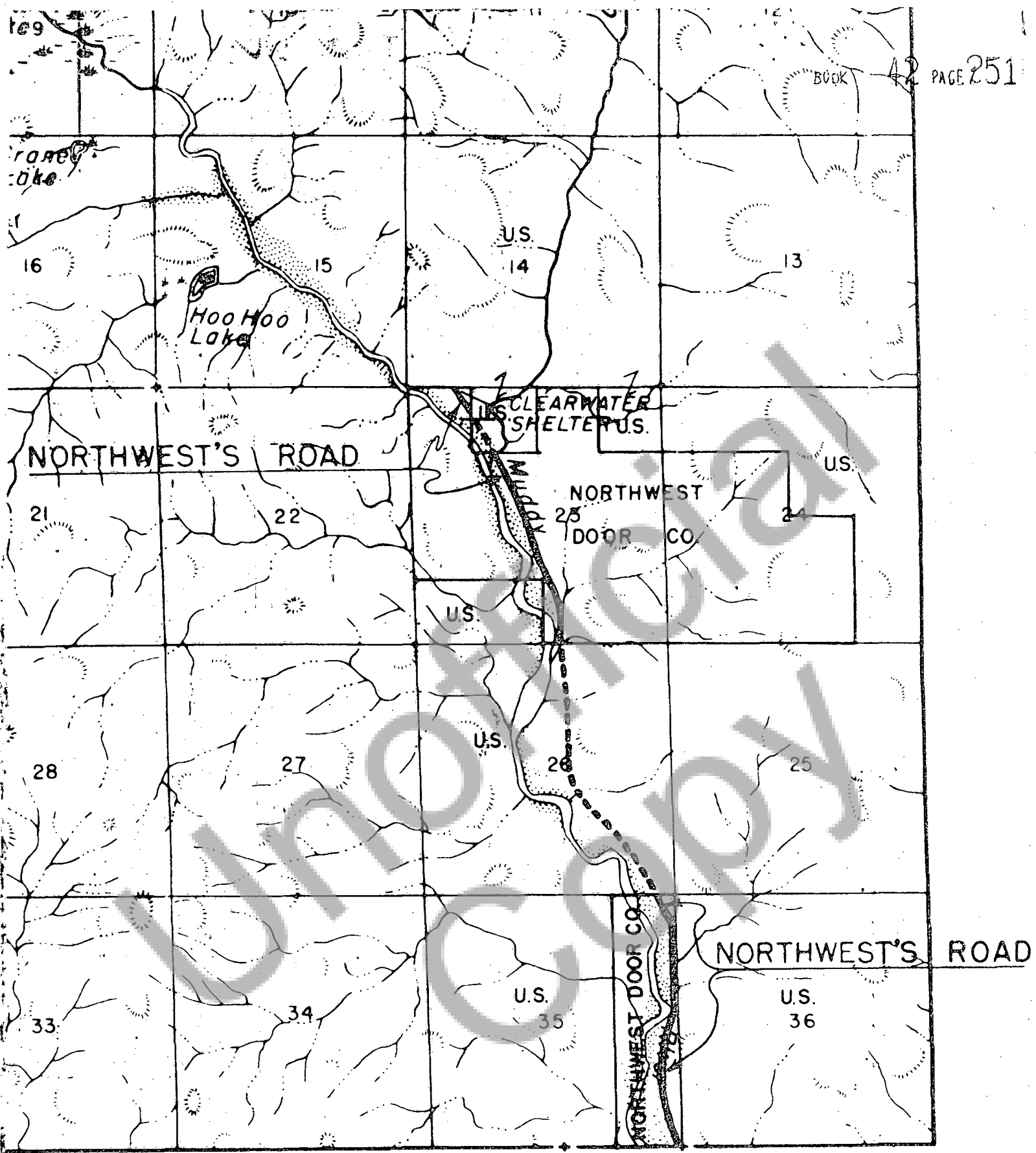
to me known to be the identical individuals described in and who
executed the within and foregoing instrument and whose names are
subscribed thereto and acknowledged to me that they signed and
executed the same as their free and voluntary act and deed for
the uses and purposes therein mentioned.

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

Wm. B. House
Notary Public in and for the State of

Oregon
Residing at Portland Oregon
My commission expires Sept. 17, 1958





SCALE 2" = 1 MILE T. 8 N., R. 6 E., W.M.

EXHIBIT "A"