

WI-542

ROAD EASEMENT

This Agreement, Made and entered into this 29th day of February, 1964, by and between INTERNATIONAL PAPER COMPANY, a New York corporation, hereinafter referred to as "International," and PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON, hereinafter referred to as "Publishers."

WITNESSETH THAT:

International hereby grants and conveys to Publishers a perpetual, nonexclusive easement upon, over and across the following described property in Skamania County, Washington:

An existing road in the South Half of the Southeast Quarter (S1/2 SE1/4) of Section Twenty Four (24), in Township Seven (7) North, Range Five (5) East of the Willamette Meridian, more particularly as shown in red on the plat hereto attached marked Exhibit "A" and by this reference made a part hereof.

The parties hereto do hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions.

1. The easement is conveyed for the purpose of reconstruction, use and maintenance of a road Forty (40) feet in width for the purpose of providing access from lands now owned by Publishers, and for the removal of any and all forest products from said lands.
2. Publishers shall:
 - (a) Maintain all automotive equipment used on said road in good and safe operating condition at all times;
 - (b) Comply with the traffic rules, regulations and operating conditions from time to time established by International;
 - (c) Suspend hauling operations when requested to do so by International because of fire danger or possible damage to the road from weather conditions.
3. International reserves for itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross, at any place on grade or otherwise, said rights-of-way on lands owned by it and to use the road on said right-of-way in a manner that will not unreasonably interfere with the rights granted to Publishers.

No. U/A
TRANSACTION EXCISE TAX

APR 17 1964

Amount Paid U/A

Skamania County Treasurer

By [Signature]

4. Publishers, and/or its contractors, licensees and assigns, shall comply with all the laws and regulations, federal and state, including but not limited to those relating to the operation of power drive machinery in forest property, and the prevention, suppression and control of fire, and all valid orders of federal and state officials pertaining thereto.
5. The cost of road maintenance shall be allocated on the basis of respective use of said road. When any party uses the road, that party shall 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 shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions.

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

6. Publishers may permit its respective contractors, licensees, purchasers of timber, and its agents, hereinafter individually referred to as "Permittee," and collectively referred to as "Permittees," to exercise the rights granted to it herein; provided, that, when Publishers or one of its Permittees plans to use any portion of said road for the purpose of hauling timber or other valuable materials, Publishers shall notify International at least fifteen (15) days prior to the commencement of use of said rights, advising of the portion of road to be used, the approximate dates when such use will begin and end, and of the approximate volumes of forest products or valuable materials to be hauled and forthwith upon the completion of such use notify International thereof.
7. Publishers shall require each of its permittees to provide all proper safeguards and to assume all risk in the performance of its activities under this agreement and to indemnify and hold harmless International from damages, claims, suits, recoveries, judgments and executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of or on account of injury (including death) to any person whomsoever (including permittee's agents, servants, employees and contractors) or damage to the property of any person whomsoever (including the permittee and its agents, servants, employees and contractors) caused by, arising from, incident to, connected with or growing out of the permittee's activities under this agreement.

8. During periods of time when said road is actually being used to transport commercial forest products or during construction or reconstruction, Publishers and/or its contractors, licensees and assigns (Permittees) using or working on said road across International's land at the time shall furnish a certificate or certificates of insurance from a company or companies satisfactory to International showing the following minimum amounts of insurance have been issued to Publishers or its Permittees and are in force:

Bodily Injury	- \$500,000 for any one occurrence;
Property Damage	- \$500,000 for any one occurrence; and
Automobile Bodily Injury	- \$250,000 for injury to any one person;
	\$500,000 for any one occurrence; and
Automobile Property Damage	- \$500,000 for any one occurrence.

Such certificate of insurance shall contain a provision requiring the insurer to give thirty (30) days' prior written notice to International of any intended or proposed cancellation or modification of such policy or policies.

9. Publishers shall comply and shall require its Permittees to comply with all provisions and requirements of the Workmen's Compensation Laws of the State of Washington to the extent that said laws apply to Publishers and Permittees' activities hereunder.
10. Right-of-way trees and windfalls to be bucked into log lengths specified by International and decked along road.
- a. Publishers shall not cut, injure or destroy any timber of International's except as herein specifically provided, without International's prior written permission, and any violation of this provision shall be considered to be a willful trespass.
 - b. Publishers shall pay for all damage to International's property resulting directly or indirectly from the negligent acts or omissions of Publishers hereunder, and shall reimburse International for all costs reasonably incurred for fire fighting resulting directly or indirectly from Publishers' acts or omissions hereunder whether negligent or otherwise.
 - c. Publishers shall:
 - (1) Dispose of all slash and forest debris created on International's lands in a manner satisfactory to International, and upon such disposal, if required to do so by International or governmental agencies, shall promptly obtain an unconditional certificate of slash clearance and deliver it to International.

- (2) Notify International at least five (5) days prior to any slash burning.
- (3) Report immediately to International any fire which may arise upon or threaten the lands above described or adjoining lands.

12. If and when Publishers, its successors and assigns, shall cease to make use of the right-of-way and easement, herein granted, for the purpose hereinbefore stated, the real property hereinabove described shall revert to International, its successors and assigns, free and clear of this right-of-way and easement and of all rights herein granted; and Publishers shall confirm such reversion by giving a quitclaim deed to International, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 29th day of February, 1984.



INTERNATIONAL PAPER COMPANY
APPROVED

By J. M. Kittelson
J. M. Kittelson
Manager, Sales & Land Management

ATTEST:

Wayne L. Mets
Wayne L. Mets
Assistant Secretary

PUBLISHERS FOREST PRODUCTS COMPANY
CO. OF WASHINGTON

By Raymond M. Luth
Title:

ATTEST:

Assistant Secretary

APPROVED



STATE OF OREGON)
) ss.
County of Multnomah)

On this 29th day of February, 1984, before me personally appeared J. M. Kittelson and Wayne L. Mets, who being duly sworn, did say that they are the Manager, Sales & Land Management and Assistant Secretary, respectively, of International Paper Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Karen S. Waldo
Notary Public for Oregon
My Commission Expires 1/1/86



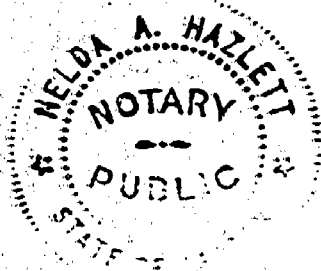
STATE OF OREGON)
County of Clackamas) ss.

April 4, 1984

Personally appeared Raymond M. Luthy and Clifford Mayer who, being duly sworn did say that they are the Timberlands Manager and Assistant Secretary respectively, of Publishers Forest Products Co. Of Washington and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Helda A. Hazel
Notary Public for Oregon
My Commission Expires: October 21, 1984



STATE OF MICHIGAN)
COUNTY OF WASHTENAW)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS FILED BY
Sharon A. Jett
OF Stanton, Mich
AT 11:00 4-17-88
WAS RECORDED 83
Seed 340
RECORDS OF THE COUNTY WITH
Gary M. Abraz COUNTY AUDITOR
E. McFarland DEPUTY

INTERNATIONAL PAPER COMPANY

97450

WOOD PRODUCTS & RESOURCES GROUP

BOX 13 PAGE 345

WESTERN OPERATIONS

BOX 579, LONGVIEW, WA 98632

PHONE 206-423-2110

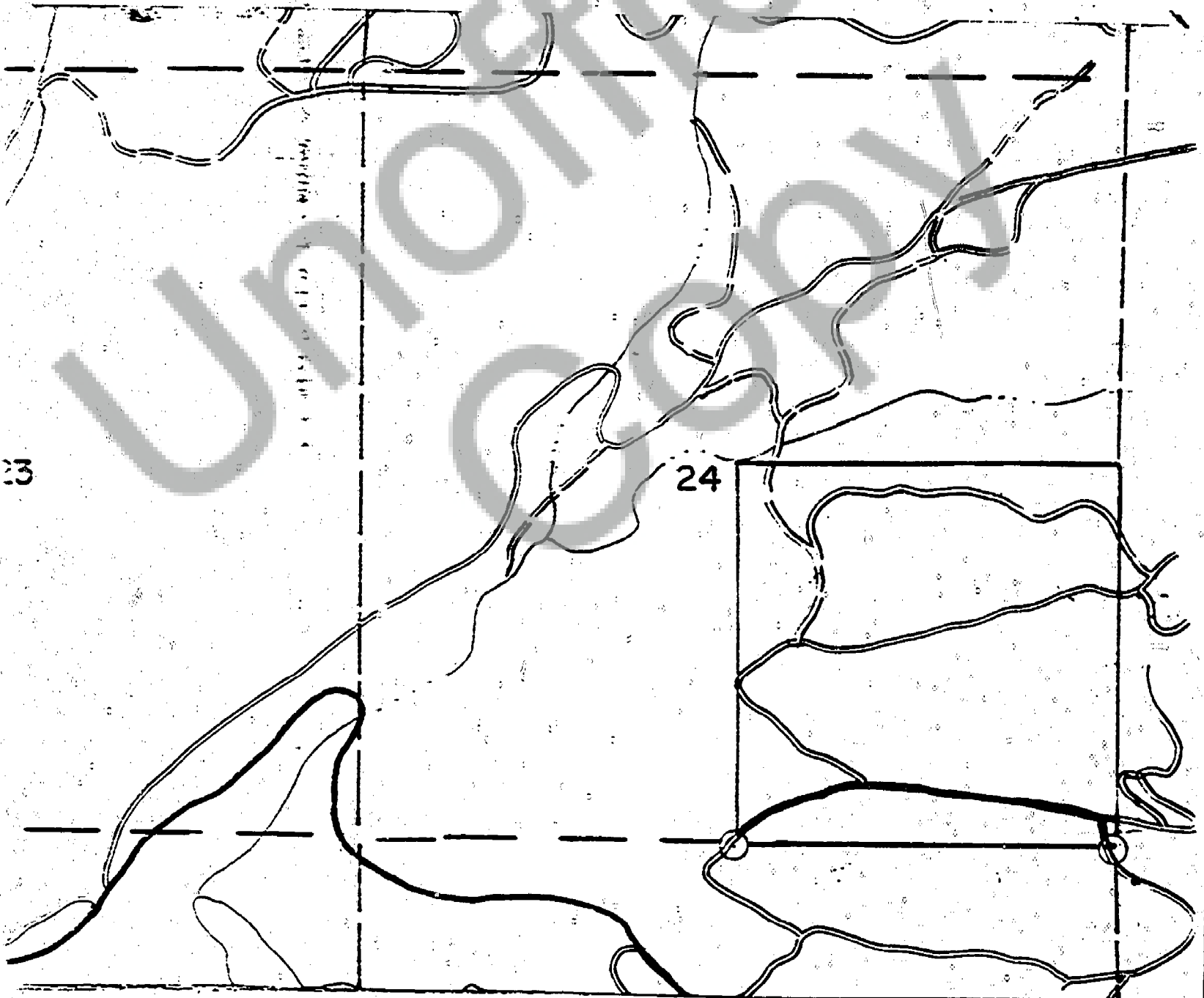
TYPE OF DOCUMENT: ROAD EASEMENT

TWP. 7N RGE. 5E SEC. 24 FILE

TREE FARM SCALE: 1"=1000' BY: EN

COUNTY SKAMANIA STATE WASHINGTON DATE 2-13-84 APPROVED

CLASSIFIED PERMIT # FOREST PRACTICES PERMIT #



REMARKS: Easement Location Shown in Red

LEGEND

EXHIBIT:

