

907-11-52.210

EASEMENT

THIS EASEMENT, dated this 6th day of October, 1986 by IP TIMBERLANDS OPERATING COMPANY, LTD., a Texas limited partnership, hereinafter called "IP", to BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation, hereinafter called "BN", WITNESSETH:

I.

IP hereby grants to BN, its successors and assigns, a perpetual non-exclusive easement upon, over and along rights-of-way sixty-six (66) feet in width over and across the following described lands in Skamania County, Washington:

SW1/4SE1/4, Section 24, Township 7 North, Range 5 East, W.M.; being thirty-three (33) feet on each side of the centerline of the road located approximately as shown in red on the attached "Exhibit A".

Subject as to said lands to all matters of public record.

II.

The parties hereto hereby grant that the rights hereinabove granted shall be subject to the following terms and conditions:

1. Purpose - This easement is conveyed for the purpose of construction, reconstruction, use and maintenance of a road for the utilization and management of lands or resources now owned or hereafter acquired by BN.

2. Road Crossing - IP for itself, its successors and assigns, reserves the right at all times and for any purpose, to cross and recross at any place on grade or otherwise, said right-of-way and to use the road on said right-of-way in a manner that will not unreasonably interfere with the rights granted to BN hereunder.

3. Third Parties - IP may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted to BN.

4. Maintenance - The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said road. When any party uses said road, or a portion thereof, that party shall perform or cause to be performed, or contribute, or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when the road or portions thereof 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 road, or a portion thereof, each party's share of maintenance and resurfacing shall be pro rata in proportion to its use thereof.

For purposes of this easement, 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.

5. Road Damage - Each party using any portion of said road shall 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 said road occur which is not caused by an authorized user of said road, the parties hereto shall meet to agree upon the cost of replacement, the party to undertake the replacement, and the shares of replacement cost to be borne by each user of said road.

6. Construction and Improvement - Unless the parties hereto agree in writing to share the cost of improvements to said road in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. Right-of-Way Timber - IP reserves to itself all timber now on or hereafter growing within said right-of-way.

8. Exercise of Rights - BN may permit its contractors, licensees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted to them herein.

9. Insurance - BN shall require each of its Permittees, before using said road to:

(a) Obtain and during the terms of such use maintain a policy of liability insurance in a form generally acceptable in the trade and customary in the area of said right-of-way, insuring said Permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

(1) For log haulers, road builders and other miscellaneous users operating heavy trucks (over one [1] ton), Two Hundred Fifty Thousand Dollars (\$250,000.00) for injury to one person, Five Hundred Thousand Dollars (\$500,000.00) for any one occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) property damage for any one occurrence;

(2) For miscellaneous users operating pickup trucks, light trucks (under one [1] ton) or passenger cars One Hundred Thousand Dollars (\$100,000.00) for injury to one person, Three Hundred Thousand Dollars (\$300,000.00) for any one occurrence, and One Hundred Thousand Dollars (\$100,000.00) property damage for any one occurrence; or

(3) Such other limits as the parties hereto may agree upon in writing from time to time.

(b) Deliver to IP a certificate from the insurer of Permittee certifying that coverage in not less than the above-named amounts is in force and that in the event of cancellation or modification of such coverage, the insurer will give IP ten (10) days' written notice prior to any cancellation or modification.

10. Indemnification - BN will assume all risk of, and indemnify and hold harmless, and at its expense defend IP from and against any claims, loss, cost, legal action, liability or expense on account of personal injury to or death of any persons whomever, including but not limited to employees of IP, or damage to or destruction of property to whomsoever belonging, including but not limited to property of IP, resulting partly or wholly, directly or indirectly from BN's exercise of the rights herein granted, excepting only such claims, cost, damage, injury or expense which may be caused by the sole negligence of IP.

11. Termination - The parties agree if said road, or any part thereof, is no longer needed to access BN's lands, upon written request, IP shall be furnished with a release in recordable form evidencing termination of BN's rights to utilize such abandoned road.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by its duly authorized officers and corporate seals to be hereunto affixed on the day and year first above written.

IP TIMBERLANDS OPERATING COMPANY, LTD.

BY: IP Forest Resources Company
Managing General Partner

APPROVED

By H. W. Brafford
H. W. Brafford, Vice President

N. F. Wondra
N. F. Wondra, Assistant Secretary

REAL ESTATE EXCISE TAX
MAY 21 1986

PAID

BURLINGTON NORTHERN RAILROAD COMPANY

SKAMANIA COUNTY TREASURER

By David D. Leland
David D. Leland
Title: Vice President,
Timber and Land

Attest: Susanna M. Lyman
Susanna M. Lyman
Title: Assistant Secretary



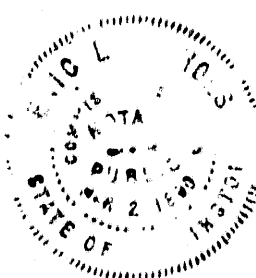
ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Cowlitz) SS

I certify that I know or have satisfactory evidence that H. W. Brafford and N. F. Wondra signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice-President and Assistant Secretary, respectively, of IP FOREST RESOURCES COMPANY, a Delaware Corporation, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, acting as Managing General Partner of IP TIMBERLANDS OPERATING COMPANY, LTD., and they acknowledged the instrument to be its voluntary act and deed.

Dated this 30th day of April, 1986

Eric J. Nichols
Notary Public for the
State of Washington
My appointment expires 3/2/90

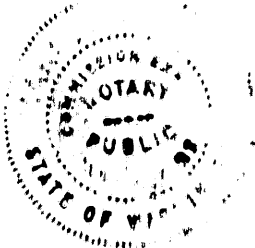


ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that David D. Leland and Susanna N. Lyman signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Vice President, Timoer and Land and Assistant Secretary, respectively, of Burlington Northern Railroad Company to be the free and voluntary acts of such parties for the uses and purposes mentioned in the instrument.

Dated this 12th day of March, 1986.



G. M. Olson
 Notary Public for the
 State of Washington

My appointment expires 3/22/88

FILED FOR RECORD
 SKAMANIA CO. WASH
 BY PLUM CREEK TIMBER
 COMPANY, INC.

MAY 21 3 12 PM '86

A. News, Dep.

AUDITOR

GARY M. OLSON

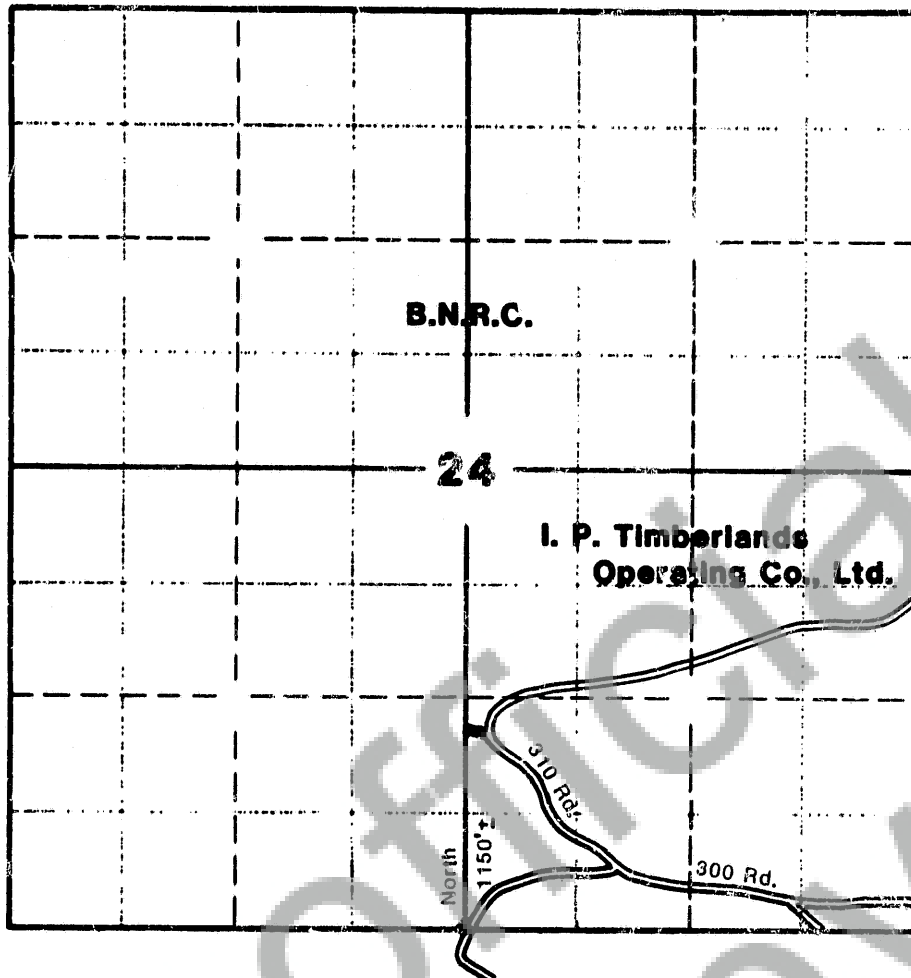


Exhibit 'A'

Sec. 24 Twp. 7N. Rge. 5E., W.M.

Skamania County, WA.


(colored)

I.P. Timberlands Operating Co., Ltd. Easement to B.N.R.C.

Scale 1 in = 1000 ft

DWN BY GWC

DATE 2/13/86