

THIS AGREEMENT, made this 30th day of September, 1958,
by and between the UNITED STATES OF AMERICA, acting through the
Department of Agriculture, Forest Service (hereinafter called the
Forest Service), NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin
corporation (hereinafter called Northern Pacific) and INTERNATIONAL
PAPER COMPANY, a New York corporation (hereinafter called
International),

WITNESSETH, that:

WHEREAS, Northern Pacific and International are parties to
a contract dated March 31, 1950, and amended February 14, 1958,
(made between Northern Pacific and Harbor Plywood Corporation and
assigned by the latter to International on February 14, 1958,
hereinafter called the Northern Pacific-International contract)
whereby International has the right to enter upon and cut and
remove timber from certain lands therein described owned by
Northern Pacific (hereinafter called Northern Pacific Lands), and
to construct, maintain and use and to permit others to use roads
upon said lands; and

WHEREAS, Forest Service owns certain timberlands (herein-
after called Forest Service Lands) intermingled with and adjacent to
Northern Pacific Lands which Forest Service is desirous of
developing by means of an adequate road system for the purpose of
administering, protecting and harvesting the timber thereon; and

WHEREAS, Forest Service and International are conducting
negotiations regarding a contract between them for use of each
other's roads and the development of a single road system for
administering, protecting and harvesting timber upon Northern
Pacific Lands and Forest Service Lands (hereinafter called the

3. Forest Service-International Contract;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto, it is agreed as follows:

International shall have the right, upon request of the Forest Service, to grant to the Forest Service licenses to construct, maintain and use forest access and logging truck roads upon Northern Pacific Lands in such locations and to such specifications as International shall approve, such licenses to be in the form hereto attached marked Exhibit A. Said licenses shall not be recorded and shall expire on March 31, 2000, or upon the termination prior to said date of the Northern Pacific-International Contract. If and when the Forest Service-International Contract shall become effective, Northern Pacific shall grant to the Forest Service permanent easements, in the form hereto attached marked Exhibit B, for such roads built on Northern Pacific Lands under the provisions of licenses theretofore granted by International as the parties hereto shall agree are permanent forest access roads, and each other license theretofore granted by International shall terminate immediately or upon termination for any cause of the timber sale contract for which it was granted. Thereafter International shall have the right to grant licenses to the Forest Service, in the form hereto attached marked Exhibit A, for the construction, maintenance and use of temporary logging truck roads, and Northern Pacific will grant permanent easements for the construction, maintenance and use of permanent logging truck and forest access roads, in the form hereto attached marked Exhibit B, over Northern Pacific Lands, in such locations and to such specifications as the parties hereto shall approve. All roads constructed by the Forest Service under the terms of this agreement shall be subject to all the terms and

conditions of the Forest Service International Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

UNITED STATES OF AMERICA
Department of Agriculture,
Forest Service

By [Signature]
Acting Forest Service

NORTHERN PACIFIC RAILWAY COMPANY

By [Signature]
Vice President

Attest:

[Signature]
Secretary

INTERNATIONAL PAPER COMPANY

1967

Attest:

[Signature]
Assistant Secretary

By [Signature]
Vice President

INTERNATIONAL PAPER COMPANY, a New York corporation,
 under the provisions of that certain agreement dated September 3,
 1953 between the United States of America, acting through the
 Department of Agriculture, Forest Service, Northern Pacific
 Railway Company and International Paper Company, hereby grants
 to said Forest Service a license to enter upon and to locate,
 construct, maintain, use, patrol and repair a logging truck road
 over, along and across the following-described real property
 situated in the County of Skamania, State of Washington, to-wit:

A strip of land feet in width
 being feet on each side of the
 following-described center line:

upon the following terms and conditions:

1. The Forest Service may use said road for any and
 all purposes for the administration of its forest lands; and the
 Forest Service may permit purchasers of Forest Service timber to
 use said road for all purposes for which said road may reasonably
 be required in the performance of timber purchase contracts
 between said purchasers and the Forest Service.
2. International Paper Company and Northern Pacific
 Railway Company shall have the right to use said road for any and
 all purposes connected with logging forestry and administration
 of lands and timber now or hereafter owned or held under timber
 cutting contracts by Northern Pacific Railway Company or
 International Paper Company.
3. If and when a road agreement now in the stage of
 negotiation between the Forest Service and International Paper

Company shall become assignee, said road and the use thereof shall become and be subject to all the terms and conditions of said agreement.

4. International Paper Company reserves to itself, its successors and assigns, all timber on said road right-of-way, provided that the Forest Service or its timber purchasers shall have the right to cut timber upon said right-of-way to the extent necessary for the construction of said road. Such timber shall be cut into logs of standard lengths with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free from stumps, limbs and other debris. International Paper Company shall have the right to enter upon said right-of-way and road to remove said decked logs.

5. This license shall continue until March 31, 2000 or until the termination for any cause prior to said date of that certain contract between Northern Pacific Railway Company and Harbor Plywood Corporation dated March 31, 1950 and amended February 14, 1958 which was assigned by Harbor Plywood Corporation to International Paper Company by assignment dated February 14, 1958, so long as said road is used by the Forest Service for the purposes above stated; but if the Forest Service shall cease so to use said road for a period of five years or shall abandon use of said road, then this license shall immediately terminate.

* [5. This license shall continue so long as Forest Service's permittee is using said road for the purpose of removal of timber under Forest Service Contract No. and for other purposes of compliance with said contract which require the use of said road; upon termination for any cause of said Forest Service Contract this license shall immediately terminate.]

6. The Forest Service shall not assign this license.

IN WITNESS WHEREOF, International Paper Company has
executed this license this day of , 19

INTERNATIONAL PAPER COMPANY

By _____

Attest:

* This provision to be used in lieu of the paragraph 5
immediately preceding after the effective date of the Forest
Service-International Contract.

EXHIBIT B

T. & M. Contract
No. _____Easement Deed
No. _____Washington Division

NORTHERN PACIFIC RAILWAY COMPANY

THIS INDENTURE, made this _____ day of _____ in the year 19____, between the NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, Grantor, party of the first part, and the UNITED STATES OF AMERICA, acting by and through the Forest Service, U.S.D.A., and its assigns, whose post office address is P. O. Box 449, Vancouver, Washington, party of the second part, WITNESSETH:

That for and in consideration of one dollar (\$1), the receipt of which is acknowledged, the party of the first part does hereby grant and convey to the party of the second part an easement and right of way, including the right, privileges and authority to locate, construct, maintain, patrol and repair a roadway over, along and across the following described real property in Skamania County, Washington:

(Description)

Subject, during the term of the contract of March 31, 1950, as amended, between the party of the first part and International Paper Company, to all the terms and conditions of the contract between the party of the second part and International Paper Company for reciprocal use of each other's roads.

The said right of way hereby granted is for the construction, repair, reconstruction, maintenance and operation of a road, and the rights, privileges and authorities herein granted are for full use and enjoyment by the party of the second part as a forest access road for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forest, or the resources thereof, and, insofar as compatible therewith, use by others for other than forestry purposes.

The party of the first part reserves to itself, its successors and assigns, the right to cross and recross said land at any place on grade or otherwise by any means and for any purpose and the right to use, maintain, patrol and reconstruct said road for any purpose in such manner as not unreasonably to interfere with the use of said roadway by the party of the second part, or its authorized users, or cause substantial injury thereto; Provided, that during periods when the party of the first part, its successors or assigns, use said road they will perform their share (based on the ratio that their hauling in MBF bears to the

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Not Used

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STATE OF MINNESOTA }
County of Ramsey } ss.

On this _____ day of _____, 19____, and
before me personally appeared _____ and
_____ to me known to be the

and
respectively, of the corporation that observed 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 on oath stated that they were
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 this day and year first above written.

Notary Public in and for the State
of Minnesota, residing at _____