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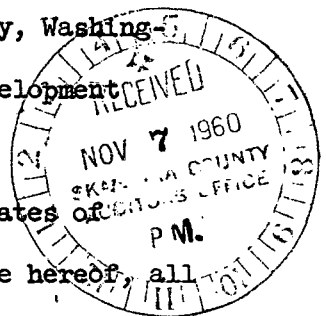
ACKNOWLEDGMENT OF CONVEYANCE AND ASSIGNMENT
AND
MODIFICATION AGREEMENT

THIS AGREEMENT, dated the 2nd day of November, 1960, by and between INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called International), party of the first part, and the UNITED STATES OF AMERICA, acting herein by and through the Acting Chief, Forest Service, Department of Agriculture (hereinafter called the Government), party of the second part;

WITNESSETH, That:

WHEREAS International is the successor in interest to Harbor Plywood Corporation, a Delaware corporation (hereinafter called Harbor) under an agreement and easement dated as of February 14, 1958 (hereinafter called the Road Agreement), from Pacific Power & Light Company, a Maine corporation (hereinafter called Pacific) to Harbor, relating to a truck and logging road built by Pacific in Skamania County, Washington, in connection with its Swift Hydroelectric Development Project;

WHEREAS Pacific has conveyed to the United States of America and its assigns by deed dated as of the date hereof, all of its right, title and interest in said road and the easements and rights-of-way upon which it is constructed, subject



to the reservation by Pacific therein set forth and to the Road Agreement, and the Government has accepted such conveyance and assumed the obligations of the Road Agreement, except as stated in said conveyance; and

WHEREAS International and the Government desire to modify the Road Agreement dated as of February 14, 1958, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, the mutual agreements hereinafter contained to be by the parties hereto respectively performed, and other good and valuable considerations, it is agreed as follows:

1. International hereby acknowledges due notice of the conveyance hereinabove referred to from Pacific to the Government and hereby consents to such conveyance.
2. International and the Government hereby agree for the purposes of clarity and completeness of this agreement that all sections of the Road Agreement which are not eliminated, modified or amended by this agreement shall be and are set forth herein verbatim.
3. Section 1 of the Road Agreement shall be and it is hereby amended by eliminating the present section and substituting the following new section 1 therefor:

Section 1. Definitions. As used in this agreement, the following terms shall have the following meanings:

- (a) "Government's road" and "Pacific's road" for purposes of this agreement shall mean Government's truck and logging road as now constructed, and as completed pursuant to the Road Agreement, extending from its connection with International's main logging road in the SW 1/4 of the SW 1/4 of Section 26, Township 7 North, Range 6 East, W.M., in Skamania County, Washington, to a point in the SE 1/4 of the NE 1/4 of Section 30, Township 7 North, Range 5 East, W.M., in Skamania County, marked A on the plat attached hereto as Exhibit 1.
- (b) "Northern Pacific timberlands" shall mean those lands so designated on the map attached hereto as Exhibit 2, which at the date hereof are owned in fee by Northern Pacific Railway Company but are subject to a contract dated March 31, 1950, with Harbor (which contract has been assigned to International), as modified by an agreement between said Railway Company and Harbor bearing date of February 14, 1958 (such contract, as so modified, being hereinafter sometimes called the "Northern Pacific Contract").

- (c) "Harbor timberlands" shall mean those lands so designated on the said map, attached hereto as Exhibit 2, and which at the date hereof are owned in fee by International, as successor in interest to Harbor.
4. Section 2 of the Road Agreement, the wording of which is not being changed for purposes of this agreement, reads as follows:
- Section 2. Rights Granted Harbor. Upon and subject to the terms and conditions herein set forth, Pacific hereby grants and conveys to Harbor a non-exclusive right and easement in, to and over Pacific's road for the purpose of hauling and transporting logs and other forest products and forest materials belonging to Harbor and cut or produced from timber or timberlands now owned or hereafter acquired by Harbor or from timber or timberlands Harbor may now or hereafter have a right to cut or acquire, and for all purposes reasonably incidental thereto and for the administration and care of such timber and timberlands.
5. Section 3 of the Road Agreement shall be and it is hereby eliminated for the purposes of this agreement, but said section is to continue in full force and effect as between Pacific and International, as successor in interest to Harbor,

as provided in the conveyance from Pacific to the Government herein mentioned.

6. Section 4 of the Road Agreement shall be and it is hereby amended by eliminating the present section and substituting the following new section 4 therefor:

Section 4. Road Use Fees.

- (a) Use by International Without Charge. Except as provided in Section 6 hereof, International shall not be obligated or required to pay Government any fee for the use of Government's road in hauling or transporting logs or other forest products or forest materials owned by International and cut or produced by or for International solely from timber cut from Northern Pacific timberlands pursuant to the Northern Pacific contract or from Harbor timberlands, or for any purpose reasonably incidental thereto, or for the administration and care of said timberlands, provided that such right shall be subject to the terms and conditions hereinafter set forth.

- (b) Use for Which International Shall Pay. Except as provided in subsection (a) of this section, International shall be obligated to pay road use fees at the same rate and conditions of payment as may be established by the Government for hauling forest products over said road. Such fees shall be nondiscriminatory and shall not be greater than fees charged any other user of the road for similar purposes.
7. Section 5 of the Road Agreement shall be and it is hereby eliminated.
8. Section 6 of the Road Agreement shall be and it is hereby amended by eliminating the entire section and substituting the following new section 6 therefor:
Section 6. International's Obligation with Respect to Sharing Maintenance Costs.
- (a) Use Without Sharing Maintenance Costs Through 1977. For the period beginning on the date of this agreement and ending December 31, 1977, International shall not be obligated or required to share the cost of maintaining Government's road for any use made of said road by International in hauling or transporting logs or other forest products or forest materials owned by International and cut or produced

by or for International solely from Northern Pacific timberlands or Harbor timberlands, or for any purpose reasonably incidental thereto or for the administration and care of said timberlands.

- (b) Use With Sharing Maintenance Costs Through 1977, And For Each Year Thereafter. Except as provided for in subsection (a) of this section, for the period beginning on the date of this agreement and ending December 31, 1977, and for each year thereafter, International shall deposit funds to cover maintenance costs for its use of the Government's road in the proportion which International's use bears to the total use of said road and at the same rates and conditions of deposit as may be established by the Government for hauling forest products over said road. Charges made on account of maintenance shall not be on a basis less favorable to International than the charges for maintenance made to any other user of the road for similar purposes.
- (c) International's Rights in Case Government Fails to Maintain Road. If, at any time, or from time to time, the Government shall cease or fail to

maintain Government's road, International will have the right, but not the obligation, to maintain such road during the period in which the Government is not maintaining it, and shall have, in addition, while it is maintaining the road, the right to charge purchasers of national forest timber, haulers of private timber and all other heavy haulers a maintenance charge, the charge to be proportionate to the haulers' use of the road; provided, however, that so long and only so long as the Forest Service, United States Department of Agriculture, shall be obliged to give to purchasers of national forest timber similar alternative rights with regard to maintenance charges on logging roads owned by the United States, such purchasers shall have the right to elect to perform maintenance work in lieu of paying the maintenance charge, in which case the work performed shall be proportionate to the haulers' use of the road.

For the purpose of this section and subject to the rules and regulations provided under Section 8(b), maintenance of Government's road shall mean the maintenance of such road as

a two-lane logging road, in accord with standards prescribed for forest development logging roads by the Forest Service and so as fairly and reasonably to permit International to use said road for the purpose of hauling and transporting logs and other forest products in accordance with the terms, provisions and conditions of this agreement and shall include the opening of the road as early each year as may be reasonably required by International for its logging operations in the area served by said road and the keeping of said road open during the remainder of the year until International's logging operations in such area are closed for the year.

9. Section 7 of the Road Agreement shall be and it is hereby eliminated.
10. Section 8 of the Road Agreement shall be and it is hereby modified by eliminating the entire section and substituting the following new section 8 therefor:

Section 8. Condition of Use of Government's Road by International.

(a) Notice of Intention to Use. Prior to the commencement of use of Government's road in each year, International shall advise Government in

writing of the approximate time when such use will commence, the anticipated duration of such use, the names and addresses of International's contractors or agents who will use Government's road on behalf of International, the estimated extent of use, and such other information relative to International's anticipated use as Government may from time to time reasonably request. If and when during any year there is any change with respect to the information so supplied to Government by International, International shall advise Government promptly in writing of such change. Government shall furnish to International similar pertinent information when International requests the same in anticipation of and during International's use of Government's road.

- (b) Rules and Regulations with Respect to Use. The right of International to use Government's road is not exclusive, and Government may use said road and authorize others to use it at any and all times. International shall use said road in such manner as will not unreasonably or unnecessarily interfere with the use thereof by other authorized persons, including Government,

and, similarly, use of said road by other authorized persons, including Government, shall not unreasonably or unnecessarily interfere with use thereof by International. International and its employees, agents, and contractors shall comply with all reasonable rules and regulations prescribed by Government for the use of Government's road, provided such rules and regulations shall apply to the use thereof by other persons authorized by Government to use said road. Such rules and regulations may include:

- (1) Upon reasonable notice closing the road or restricting its use when, due to weather conditions, or the making of alterations or repairs, unrestricted use would, in Government's judgment, cause excessive damage, or create hazardous conditions;
- (2) Closing the road or restricting the use when required by any governmental agency which by law has jurisdiction to authorize such closing or restriction, of which requirement prompt notice shall be given;
- (3) Upon reasonable notice closing the road during periods when, in Government's judgment, there is extraordinary fire danger;

- (4) Traffic controls which, in Government's judgment, are required for safe and effective use of the road by authorized users thereof;
- (5) Prohibition upon the loading of logs on trucks while such trucks are standing on the grade or road surface of Government's road, except to recover lost logs; and
- (6) Prohibition on the operation on Government's road or grade of any vehicles or equipment having cleats or other tracks which will injure the surface thereof.

11. Section 9 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 9 therefor:

Section 9. Use of Government's Road by International's Employees, Agents and Contractors. International may exercise the right to use Government's road hereby granted to it directly or through International's employees, agents and contractors but the acts and omissions of International's employees, agents and contractors shall be considered the acts and omissions of International and International shall be and remain liable therefor.

12. Section 10 of the Road Agreement shall be and it is hereby modified by eliminating the present section and substituting the following new section 10 therefor:

Section 10. Rights-of-Way Across State, Federal and Other Lands. This agreement shall be subject to the terms, conditions, provisions and reversionary rights contained in all conveyances, grants or permits under which the Government granted or acquired rights or title, to the right-of-way upon which the road is constructed.

13. Section 11 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 11 therefor:

Section 11. Advisory Board. If International and the forest supervisor are unable to agree in any dispute arising under Section 13 of this agreement, International may in each instance, upon written approval by the regional forester which approval shall not unreasonably be withheld, have the matter in dispute investigated by an advisory board of three qualified logging operators or logging engineers or forest consultants of which one shall be selected by International, one by the forest supervisor, and the third by the two members. The

board shall submit to the forest supervisor its findings of fact and recommendations, which shall be considered by him in reaching his final decision on the matter in dispute, and shall be considered in any appeal from such final decision.

14. Section 12 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 12 therefor:

Section 12. Connection of Spur Roads to Government's Road. International shall have the right to connect to the Government's road spur roads reasonably necessary to provide access to timber for which it may use said road; provided, that the location and character of construction of the connections to the Government's road shall first be approved in writing by the regional forester, which approval shall not unreasonably be withheld; and provided, further that International shall at all times maintain such connection at its own expense in condition satisfactory to the Government.

15. Section 13 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 13 therefor:

Section 13. Unrestricted Vehicle Operation. Unless otherwise required by law, International shall have right to operate on Government's road log hauling

vehicles of a width up to eleven feet four inches, provided that the use of bunks of greater width will be allowed from time to time when such use will not in the opinion of the regional forester, Forest Service, Department of Agriculture, unduly or unreasonably interfere with the use of the road by other persons, and with a gross weight of vehicle and load not in excess of the present design capacity of Swift Creek Bridge.

In its operation International expects that it will haul over said road not more than an average of sixty million feet of logs (net log scale), forest products and forest materials annually which are, under the terms of subparagraph (a) of Section 4 hereof, free from payment of road use fees, and agrees insofar as is practicable and reasonable, in hauling such logs, forest products and forest materials, not unduly to congest said road. Whenever in such operations it expects to haul over said road during an operating year a quantity of such logs, forest products and forest materials in excess of that amount, it shall notify the Government a reasonable time beforehand and, unless the reasonably anticipated gross haul over the road for such year by all users of the road, including such excess, is beyond the capacity of the road,

International shall have the right to the use of said road for hauling such excess.

16. Sections 14, 15 and 16 of the Road Agreement shall be and they are hereby eliminated.
17. Section 17 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 17 therefor:

Section 17. Notices and Payments. Notices by either party to the other under this agreement shall be in writing. All payments or deposits hereunder shall be made payable to Forest Service, U.S.D.A., and delivered to:

Regional Fiscal Agent
Forest Service
729 N.E. Oregon Street
Portland 8, Oregon

All other notices and communications to Government hereunder shall be delivered to:

Regional Forester
Forest Service
729 N.E. Oregon Street
Portland 8, Oregon

All notices, communications, payments and deposits to International hereunder shall be delivered to:

International Paper Company
P.O. Box 1079
Longview,
Washington.

Either party may change its address and the place to which notices, payments and deposits shall be made by written notice to the other party.

18. Section 18 of the Road Agreement shall be and it is hereby modified by eliminating the section and substituting the following new section 18 therefor:

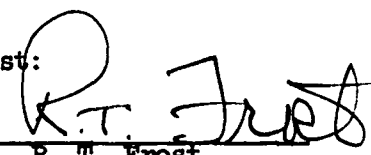
Section 18. Assignment or Conveyance. Except as otherwise indicated by the context, all references herein to "Harbor" shall be deemed to be references to International. The Government shall not sell, convey, or transfer Government's road or any part thereof to any person other than International unless such sale, conveyance, or transfer shall be made subject to all the terms, conditions, obligations and provisions of this agreement and the grantee shall have assumed the obligations of the Government hereunder.

19. Section 19 of the Road Agreement shall be and it is hereby eliminated.

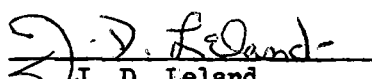
IN WITNESS WHEREOF the parties have caused this agreement to be executed by duly authorized representatives as of the day and year first above written.

INTERNATIONAL PAPER COMPANY

Attest:


 R. T. Frost
 Assistant Secretary

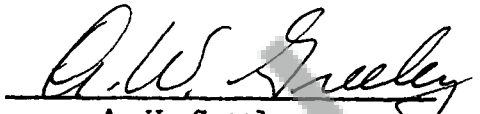
By


 J. D. Leland
 Vice President

(Corporate Seal)

UNITED STATES OF AMERICA

By


A. W. Greeley
Acting Chief, Forest Service
Department of Agriculture

(SEAL)

ACKNOWLEDGEMENT

STATE OF WASHINGTON }
COUNTY OF COWLITZ } ss.

On this 26th day of October, 1960, before me personally appeared *J. D. Helmer* and *R. T. Frost* to me known to be the Vice President and Assistant Secretary, respectively, of International Paper Company, 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 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 the day and year first above written.

(NOTARIAL SEAL)

Grace A. Lyon
Grace A. Lyon
Notary Public in and for the
State of Washington
residing at Longview

My commission expires:

10-28-62

ACKNOWLEDGEMENT

UNITED STATES OF AMERICA

DISTRICT OF COLUMBIA

) ss.

On this *2nd* day of *November*, 1960, before me,
a Notary Public, within and for said District, personally appeared

A. W. Greeley, to me personally known who,
being by me duly sworn, did say that he is the *Acting* Chief,
Forest Service, United States Department of Agriculture, and that
the seal affixed to said instrument is the seal of said Department,
and that said instrument was signed and sealed in behalf of the
United States of America by its authority duly given, and ac-
knowledgeed that he executed the same as the free and voluntary
act and deed of the United States of America for the uses and
purposes therein mentioned.

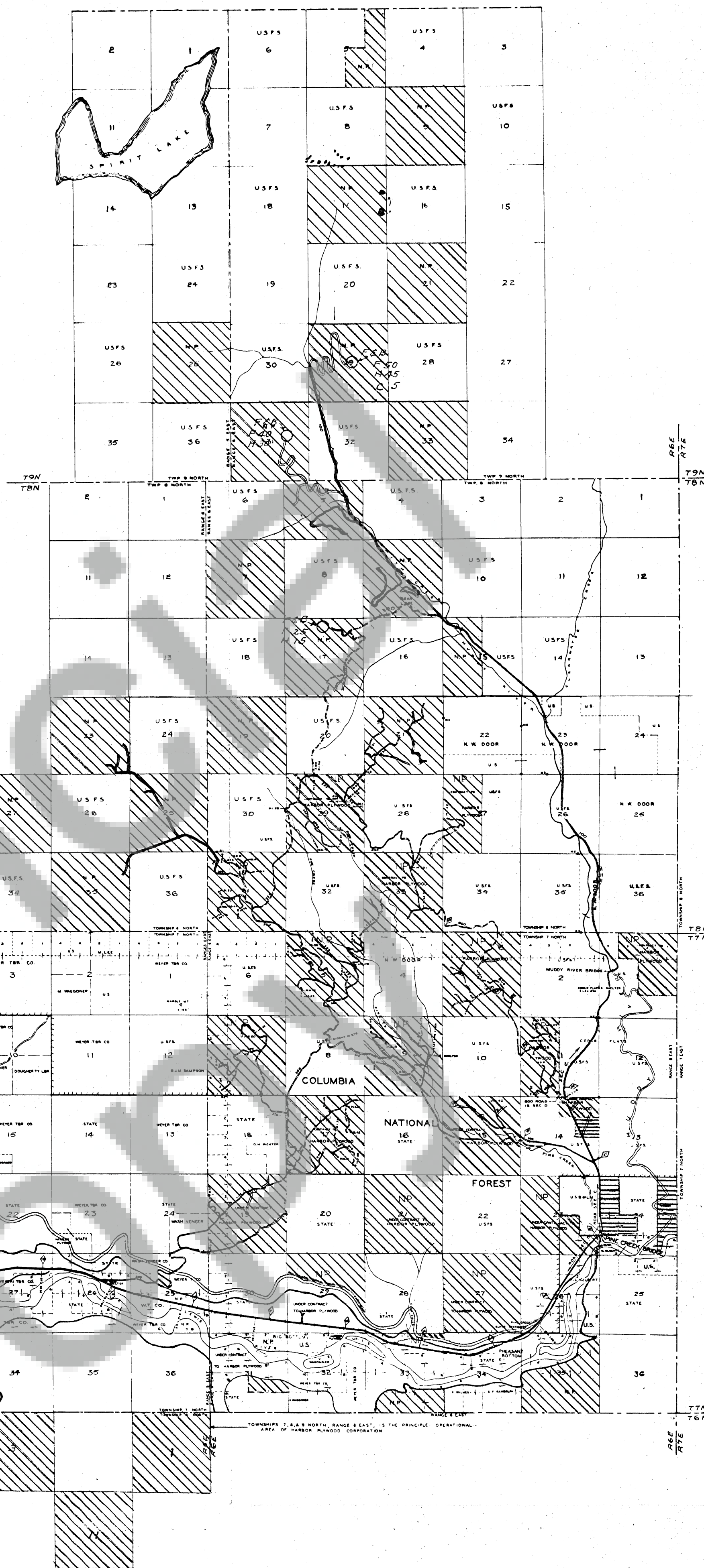
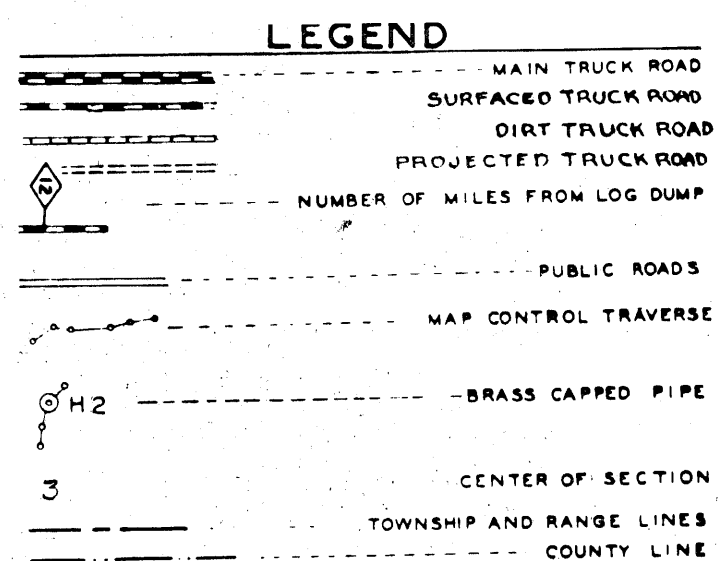
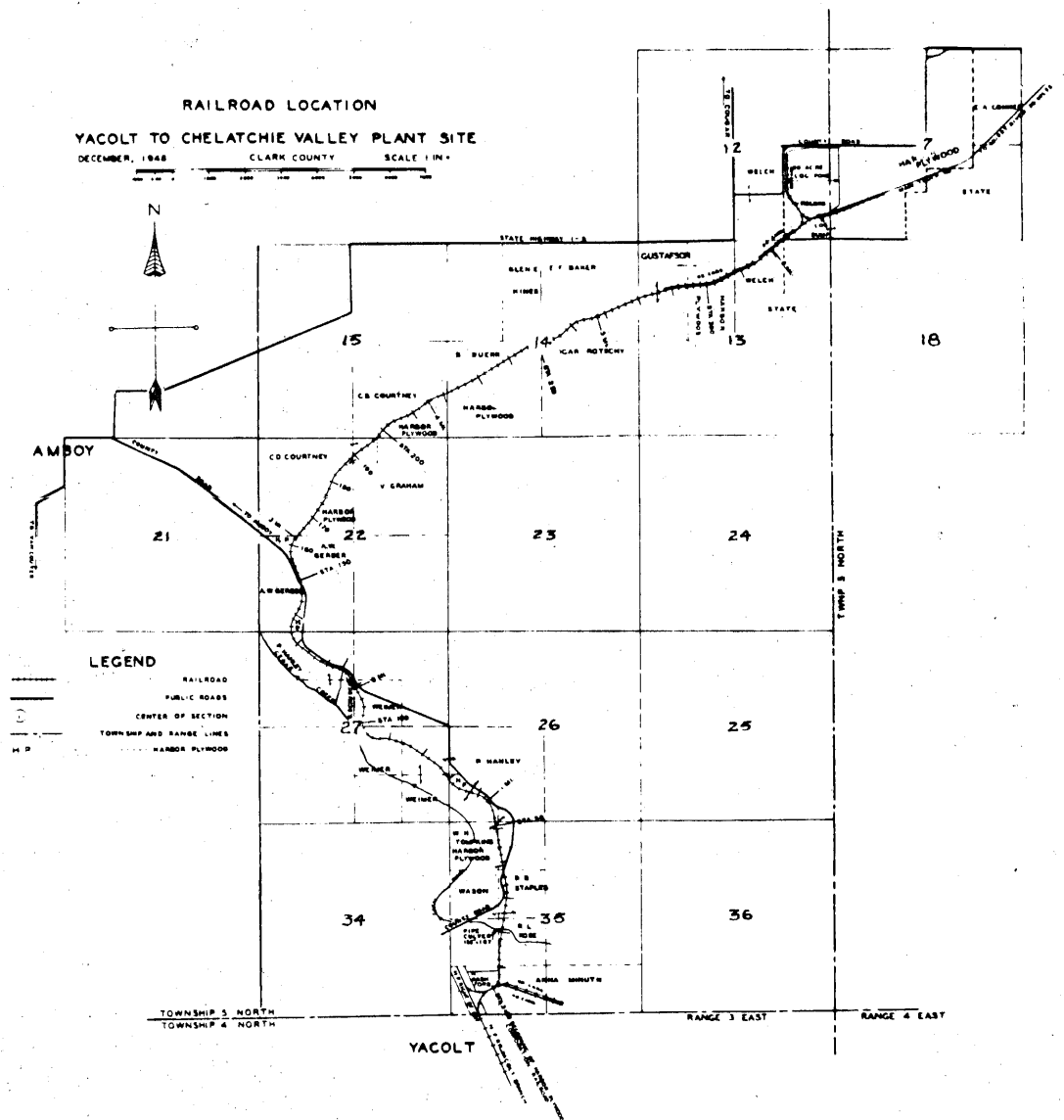
Given under my hand and seal the day and year above
written.

(NOTARIAL SEAL)

Agnes Atasek

Agnes Atasek
Notary Public, District of Columbia
United States of America

My commission expires:



MAIN TRUCK ROAD AND VICINITY

MAY 1953

SCALE: 1"=1 MILE



EXHIBIT NO. 2 TO PACIFIC POWER & LIGHT - BARBOR PLYWOOD ROAD USE AGREEMENT

MAP SHOWING NORTHERN PACIFIC AND BARBOR PLYWOOD LANDS

NORTHERN PACIFIC
BARBOR PLYWOOD

February 14, 1958