

CONVEYANCE OF ROAD
AND EASEMENT

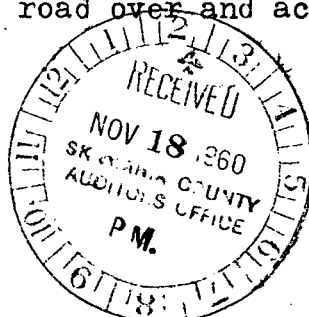
H.B.
THIS INDENTURE, dated this 18th day of October, 1960
by and between INTERNATIONAL PAPER COMPANY, a corporation organized
and existing under the laws of the State of New York (hereinafter
called International), NORTHERN PACIFIC RAILWAY COMPANY, a corpora-
tion organized and existing under the laws of the State of
Wisconsin (hereinafter called Northern Pacific), and ST. REGIS
PAPER COMPANY, a corporation organized and existing under the laws
of the State of New York (hereinafter called St. Regis), Inter-
national, Northern Pacific and St. Regis being hereinafter referred
to as Grantors, and the UNITED STATES OF AMERICA, acting herein
by and through the Forest Service, Department of Agriculture
(hereinafter called the Government),

WITNESSETH, that:

For and in consideration of the sum of Two Hundred
Thousand Dollars (\$200,000) the Grantors do hereby GRANT and CONVEY
without warranties unto the Government and its assigns the roads as
now constructed together with easements to use, patrol, repair,
maintain and reconstruct said roads over and across the following
described lands situate in the County of Skamania, State of
Washington, to-wit:

Part I.

International and Northern Pacific do hereby GRANT and
CONVEY without warranties unto the Government and its assigns the
road as now constructed together with an easement to use, patrol,
repair, maintain and reconstruct said road over and across the
following described lands, to-wit:



Parcel One

A strip of land of variable feet in width traversing W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 29, T. 9. N., R. 6 E., W.M., the said strip being of variable feet in width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 0 / 00, a point on the western boundary of NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, from which the southwest section corner of Section 29, bears S. 4° 26' 30" E., 2,228.99 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence S. 89° 04' E., 121.07 feet to station P.C. 1 / 21.07; thence along a 239.73 foot radius curve to the right, subtending a central angle of 73° 30', 307.53 feet to station P.T. 4 / 28.60; thence S. 15° 34' E., 85.51 feet to station P.C. 5 / 14.11; thence along a 572.96 foot radius curve to the right, subtending a central angle of 8° 12', 82.00 feet to station P.T. 5 / 96.11; thence S. 07° 22' E., 168.63 feet to station P.C. 7 / 64.74; thence along a 1,432.0 foot radius curve to the left, subtending a central angle of 3° 59', 99.58 feet to station P.T. 8 / 64.32; thence S. 11° 21' E., 543.50 feet to station P.C. 14 / 07.82; thence along a 955.0 foot radius curve to the left, subtending a central angle of 15° 38', 260.56 feet to station P.T. 16 / 68.38; thence S. 26° 59' E., 99.54 feet to station P.C. 17 / 67.92; thence along a 1,909.0 foot radius curve to the right, subtending a central angle of 12° 58', 432.22 feet to station P.T. 22 / 00.14; thence S. 14° 01' E., 358.20 feet to station P.O.T. 25 / 58.34, a point on the southern boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, from which the southwest corner of Section 29, bears N. 89° 55' W., 727.80 feet at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 0/00	P.T. 5/96.11	40 feet	100 feet
P.T. 5/96.11	P.C. 14/07.82	40 feet	70 feet
P.C. 14/07.82	P.T. 16/68.38	40 feet	120 feet
P.T. 16/68.38	P.C. 17/67.92	40 feet	40 feet
P.C. 17/67.92	P.T. 22/00.14	40 feet	90 feet
P.T. 22/00/14	P.O.T. 25/58.34	40 feet	40 feet

Said Parcel of land to which this description applies contains 6.90 acres, more or less.

Parcel Two

A strip of land of variable feet in width traversing Lot 2, Lot 1, Lot 8 and SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, T. 8 N., R. 6 E., W.M., the said strip being of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 76 \nearrow 69.39, a point on the northern boundary of Lot 2, from which the Northeast Section corner of Section 5, bears N. 89° 14' 30" E., 1,738.15 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence S. 14° 43' E., 108.24 feet to station P.C. 77 \nearrow 77.63; thence along a 1,432.39 foot radius curve to the left, subtending a central angle of 13° 18' 332.50 feet to station P.T. 81 \nearrow 10.13; thence S. 28° 01' E., 327.70 feet to station P.C. 84 \nearrow 37.83; thence along a 1,909.86 foot radius curve to the right, subtending a central angle of 18° 54', 630.00 feet to station P.T. 90 \nearrow 67.83; thence S. 09° 07' E., 779.41 feet to station P.C. 98 \nearrow 47.24; thence along a 190.99 foot radius curve to the left, subtending a central angle of 30° 53', 102.94 feet to station P.T. 99 \nearrow 50.18; thence S. 40° 00' E., 235.81 feet to station P.C. 101 \nearrow 85.99; thence along a 572.96 foot radius curve to the right, subtending a central angle of 16° 08', 161.33 feet to station P.T. 103 \nearrow 47.32; thence S. 23° 52' E., 10.98 feet to station P.C. 103 \nearrow 58.30; thence along a 143.24 foot radius curve to the left, subtending a central angle of 31° 14', 78.08 feet to station P.T. 104 \nearrow 36.38; thence S. 55° 06' E., 370.08 feet to station P.C. 108 \nearrow 06.46; thence along a 477.46 foot radius curve to the right, subtending a central angle of 23° 33', 196.25 feet to station P.T. 110 \nearrow 02.71; thence S. 31° 33' E., 41.33 feet to station P.C. 110 \nearrow 44.04; thence along a 409.26 foot radius curve to the left, subtending a central angle of 29° 39', 211.79 feet to station P.T. 112 \nearrow 55.83; thence S. 61° 12' E., 79.20 feet to station P.C. 113 \nearrow 35.03; thence along a 572.96 foot radius curve to the right, subtending an arc of 1° 23', 13.83 feet to station P.O.C. 113 \nearrow 48.86, a point on the eastern boundary of SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 5, from which the Southeast Section corner of Section 5, bears S. 00° 04' E., 828.05 feet, at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 76/69.39	P.O.T. 91/00	40 feet	40 feet
P.O.T. 91/00	P.O.T. 95/00	40 feet	100 feet
P.O.T. 95/00	P.O.T. 98/00	60 feet	100 feet
P.O.T. 98/00	P.T. 99/50.18	60 feet	130 feet
P.T. 99/50.18	P.T. 103/47.32	60 feet	100 feet
P.T. 103/47.32	P.T. 112/55.83	60 feet	50 feet
P.T. 112/55.83	P.O.C. 113/48.86	50 feet	50 feet

Said Parcel of land to which this description applies contains 9.69 acres, more or less.

Parcel Three

A strip of land of variable feet in width traversing NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Section 9, T. 8 N., R. 6 E., W.M., the said strip being of variable feet in width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 124 / 76.84, a point on the northern boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 9, from which the Northwest Section corner of Section 9, bears S. 89° 59' W., 742.53 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence along a 954.93 foot radius curve to the right, subtending an arc of 0° 24' 20", 6.94 feet to station P.T. 124 / 83.78; thence S. 18° 00' E., 305.65 feet to station P.C. 127 / 89.43; thence along a 636.62 foot radius curve to the left; subtending a central angle of 36° 27', 405.0 feet to station P.T. 131 / 94.43; thence S. 54° 27' E., 132.62 feet to station P.C. 133 / 27.05; thence along a 716.20 foot radius curve to the right, subtending a central angle of 11° 51', 148.13 feet to station P.T. 134 / 75.18; thence S. 42° 36' E., 328.90 feet to station P.C. 138 / 04.08; thence along a 190.99 foot radius curve to the right, subtending a central angle of 29° 27', 98.17 feet to station P.T. 139 / 02.25; thence S. 13° 09' E., 109.74 feet to station P.C. 140 / 11.99; thence along a 238.73 foot radius curve to the left, subtending a central angle of 24° 27', 101.87 feet to station P.T. 141 / 13.86; thence S. 37° 36' E., 324.09 feet to station P.C. 144 / 37.95; thence along a 318.31 foot radius curve to the left, subtending a central angle of 16° 44', 92.96 feet to station P.T. 145 / 30.91; thence S. 54° 20' E., 1.41 feet to station P.C. 145 / 32.32; thence along a 353.10 foot radius curve to the right, subtending a central angle of 13° 19', 83.23 feet to station P.T. 146 / 15.55; thence S. 41° 01' E., 262.62 feet to station P.C. 148 / 78.17; thence along a 301.56 foot radius curve to the left, subtending a central angle of 21° 39', 113.95 feet to station P.T. 149 / 92.12; thence S. 62° 40' E., 126.06 feet to station P.C. 151 / 18.18; thence along a 179.05

foot radius curve to the left, subtending a central angle of $09^{\circ} 50'$, 30.73 feet to station P.T. 151 \angle 48.91; thence South $72^{\circ} 30'$ E., 19.70 feet to station P. C. 151 \angle 68.61; thence along a 179.05 foot radius curve to the right, subtending a central angle of $28^{\circ} 55'$, 90.36 feet to station P.T. 152 \angle 58.97; thence S. $43^{\circ} 35'$ E., 147.86 feet to station P.C. 154 \angle 06.83; thence along a 1,432.39 foot radius curve to the left, subtending a central angle of $12^{\circ} 04'$, 301.67 feet to station P.T. 157 \angle 08.50; thence S. $55^{\circ} 39'$ E., 79.63 feet to station P.C. 157 \angle 88.13; thence along a 477.46 foot radius curve to the right, subtending a central angle of $21^{\circ} 33'$, 179.58 feet to station P.T. 159 \angle 67.71; thence S. $34^{\circ} 06'$ E., 208.24 feet to station P.C. 161 \angle 75.95; thence along a 1,432.39 foot radius curve to the left, subtending a central angle of $9^{\circ} 36'$, 240.0 feet to station P.T. 164 \angle 15.95; thence S. $43^{\circ} 42'$ E., 3,075.77 feet to station P.O.T. 194 \angle 91.72, a point on the southern boundary of $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 9, from which the Southeast Section corner of Section 9, bears N. $89^{\circ} 54'$ E., 30.14 feet at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.C. 124 \angle 76.84	P.C. 127 \angle 89.43	50 feet	60 feet
P.C. 127 \angle 89.43	P.C. 133 \angle 27.05	50 feet	70 feet
P.C. 133 \angle 27.05	P.T. 134 \angle 75.18	40 feet	70 feet
P.T. 134 \angle 75.18	P.C. 145 \angle 32.32	40 feet	60 feet
P.C. 145 \angle 32.32	P.C. 154 \angle 06.83	40 feet	70 feet
P.C. 154 \angle 06.83	P.C. 161 \angle 75.95	40 feet	60 feet
P.C. 161 \angle 75.95	P.O.T. 194 \angle 91.72	40 feet	40 feet

Said Parcel of land to which this description applies contains 15.10 acres, more or less.

Parcel Four

A strip of land of variable feet in width traversing $NW\frac{1}{4}$ $NW\frac{1}{4}$, $E\frac{1}{2}$ $NW\frac{1}{4}$, Section 15, T. 8 N., R. 6 E., W.M., the said strip being of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 195 \angle 35.37, a point on the western boundary of Section 15, from which the Northwest Section corner of Section 15, bears N. $0^{\circ} 53'$ W., 31.61 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence S. $43^{\circ} 42'$ E., 131.63 feet to station P.C. 196 \angle 67.00; thence along a 238.73 foot radius curve to the left, subtending a

central angle of $19^{\circ} 23'$, 80.76 feet to station P.T. 197 \backslash 47.76; thence S. $63^{\circ} 05'$ E., 12.34 feet to station P.C. 197 \backslash 60.10; thence along a 260.44 foot radius curve to the right, subtending a central angle of $13^{\circ} 39'$, 62.05 feet to station P.T. 198 \backslash 22.15; thence S. $49^{\circ} 26'$ E., 118.36 feet to station P.C. 199 \backslash 40.51; thence along a 477.46 foot radius curve to the left, subtending a central angle of $11^{\circ} 40'$, 97.22 feet to station P.T. 200 \backslash 37.73; thence S. $61^{\circ} 06'$ E., 30.86 feet to station P.C. 200 \backslash 68.59; thence along a 954.93 foot radius curve to the left, subtending a central angle of $8^{\circ} 52'$, 147.78 feet to station P.T. 202 \backslash 16.37; thence S. $69^{\circ} 58'$ E., 331.99 feet to station P.C. 205 \backslash 48.36; thence along a 5,729.58 foot radius curve to the left, subtending a central angle of $1^{\circ} 50'$, 183.33 feet to station P.T. 207 \backslash 31.69; thence S. $71^{\circ} 48'$ E., 214.44 feet to station P.C. 209 \backslash 46.13; thence along a 520.87 foot radius curve to the right, subtending a central angle of $42^{\circ} 07'$, 382.88 feet to station P.T. 213 \backslash 29.01; thence S. $29^{\circ} 41'$ E., 512.72 feet to station P.C. 218 \backslash 41.73; thence along a 954.93 foot radius curve to the left, subtending a central angle of $7^{\circ} 24'$, 123.33 feet to station P.T. 219 \backslash 65.06; thence S. $37^{\circ} 05'$ E., 85.75 feet to station P.C. 220 \backslash 50.81; thence along a 1,909.86 foot radius curve to the left, subtending a central angle of $13^{\circ} 41'$, 456.11 feet to station P.T. 225 \backslash 06.92; thence S. $50^{\circ} 46'$ E., 168.92 feet to station P.C. 226 \backslash 75.84; thence along a 1,432.39 foot radius curve to the right subtending a central angle of $0^{\circ} 37'$, 15.42 feet to station P.T. 226 \backslash 91.26; thence S. $50^{\circ} 09'$ E., 154.17 feet to station P.O.T. 228 \backslash 45.43, a point on the eastern boundary of SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 15, from which the North $\frac{1}{2}$ Section corner of Section 15, bears N. $2^{\circ} 44' 45''$ W., 2,048.67 feet, at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 195 \backslash 35.37	P.C. 196 \backslash 67	40 feet	40 feet
P.C. 196 \backslash 67	P.O.T. 204 \backslash 00	40 feet	60 feet
P.O.T. 204 \backslash 00	P.O.T. 205 \backslash 00	40 feet	70 feet
P.O.T. 205 \backslash 00	P.C. 205 \backslash 48.36	70 feet	70 feet
P.C. 205 \backslash 48.36	P.O.T. 208 \backslash 00	70 feet	100 feet
P.O.T. 208 \backslash 00	P.O.T. 217 \backslash 00	40 feet	40 feet
P.O.T. 217 \backslash 00	P.T. 225 \backslash 06.92	50 feet	50 feet
P.T. 225 \backslash 06.92	P.O.T. 228 \backslash 45.43	40 feet	40 feet

Said parcel of land to which this description applies contains 7.38 acres, more or less.

Parcel Five

A strip of land of variable feet in width traversing NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, T. 7 N., R. 6 E., W.M., the said strip being of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 571 / 48.23, a point on the northern boundary of NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, from which the North $\frac{1}{4}$ Section corner of Section 14, bears S. 89° 30' 50" W., 297.40 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence S. 17° 36' E., 229.96 feet to station P.C. 573 / 78.19; thence along a 3,819.72 foot radius curve to the left, subtending a central angle of 8° 47', 585.56 feet to station P.T. 579 / 63.75; thence S. 26° 23' E., 618.36 feet to station P.O.T. 585 / 82.11, a point on the southern boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 14, from which the North $\frac{1}{4}$ Section corner of Section 14 bears West, 860.59 feet and North, 1,313.15 feet, at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 571/48.23	P.C. 573/78.19	40 feet	130 feet
P.C. 573/78.19	P.O.T. 585/82.11	40 feet	40 feet

Said Parcel of land to which this description applies contains 3.16 acres, more or less.

Parcel Six

A strip of land of variable feet in width traversing Lot 1, Section 23, T. 7 N., R. 6 E., W.M., the said strip being of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 671 / 01.30, a point on the eastern boundary of Lot 1, Section 23, from which the East $\frac{1}{4}$ Section corner of Section 23, bears N. 00° 59' W., 1,375.35 feet, at which point center line enters the property of Northern Pacific Railway Company; continuing and shortening the side lines so as to originate at the property line; thence S. 45° 06' W., 580.58 feet to station P.C. 676 / 81.88; thence along a 2,291.83 foot radius curve to the left, subtending a central angle of 9° 33', 382.0 feet to station P.T. 680 / 63.88; thence S. 35° 33' W., 712.03 feet

to station P.O.T. 687 / 75.91, a point on the southern boundary of Lot 1, Section 23, from which the South $\frac{1}{4}$ Section corner of Section 23 bears N. 89° 59' W., 1,602.80 feet, at which point center line leaves the property of Northern Pacific Railway Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 671/01.30	P.C. 676/81.88	50 feet	50 feet
P.C. 676/81.88	P.O.T. 687/75.91	40 feet	40 feet

Said Parcel of land to which this description applies contains 3.34 acres, more or less.

subject to that certain easement dated *October 18*, 1960 from International and Northern Pacific to St. Regis and to all the terms and provisions thereof.

Part II.

International does hereby ASSIGN, GRANT and CONVEY without warranties unto the Government and its assigns that certain easement and right-of-way dated June 11, 1947 from H. L. Gilbert and Frances M. Gilbert, husband and wife, and W. H. Dean and Effie M. Dean, husband and wife, to Harbor Plywood Corporation, recorded under Auditor's File No. 41444 in Book 33 at page 230, Deed Records of Skamania County, Washington, over and across

The East Half ($E\frac{1}{2}$) of Section 26, Township 7 North, Range 6 East, W.M.,

subject to all the reservations and limitations set forth in said conveyance; and does hereby GRANT and CONVEY without warranties unto the Government and its assigns the road as now constructed together with an easement to use, patrol, repair, maintain and reconstruct said road over and across the following described lands, to-wit:

Parcel One

A strip of land eighty feet in width traversing $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 14, T. 7 N., R. 6 E., W.M., the said strip being 40 feet in width on each side of a center line of a road being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 596 \angle 70.49, a point on the western boundary of $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 14, from which the East $\frac{1}{4}$ Section corner of Section 14, bears East 1,326.02 feet and South 325.88 feet, at which point center line enters the property of International Paper Company, continuing and shortening the side lines so as to originate at the property line; thence S. $26^{\circ} 18'$ E., 410.43 feet to station P.O.T. 600 \angle 80.92, a point on the southern boundary of the $SE\frac{1}{4}$ $NE\frac{1}{4}$, Section 14, from which the $E\frac{1}{4}$ corner of Section 14, bears N. $87^{\circ} 53' 40''$ E., 1,144.96 feet, at which point center line leaves the property of International Paper Company, extending and shortening the side lines so as to terminate at the property line.

The parcel of land to which this description applies contains 0.74 acres, more or less.

Parcel Two

A parcel of land traversing the following described real property:

$W\frac{1}{2}$ $NW\frac{1}{4}$, Section 24, T. 7 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land, the exterior boundaries of which are described as follows:

Beginning at the Northwest Section corner of Section 24, thence along the north boundary of Section 24, N. $89^{\circ} 59'$ E., 100.0 feet; thence S. $0^{\circ} 01' 10''$ W., 2,200.0 feet; thence East 50.0 feet; thence S. $0^{\circ} 01' 10''$ W., 446.07 feet; thence along the southern boundary of the $SW\frac{1}{4}$ $NW\frac{1}{4}$, Section 24, West 150.0 feet to the West $\frac{1}{4}$ corner of Section 24; thence along the western boundary of the $W\frac{1}{2}$ $NW\frac{1}{4}$, Section 24, N. $0^{\circ} 01' 10''$ E., 2,646.07 feet to original point of beginning.

Said Parcel to which this description applies contains 6.59 acres, more or less.

Parcel Three

A parcel of land traversing the following described real property:

Lot 2, Section 24, T. 7 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 655 / 86.55, a point on the northern boundary of Lot 2, from which the West $\frac{1}{4}$ corner of Section 24, bears West 108.69 feet, at which point center line enters the northern boundary of Lot 2; continuing and shortening the side lines so as to originate at said northern boundary of Lot 2; thence S. $13^{\circ} 02' E.$, 375.75 feet to station P.C. 659 / 62.30; thence along a 5,729.58 foot radius curve to the right, subtending a central angle of $3^{\circ} 51'$, 384.99 feet to station P.T. 663 / 47.29; thence S. $09^{\circ} 11' E.$, 229.79 feet to station P.C. 665 / 77.08; thence along a 159.15 foot radius curve to the right, subtending a central angle of $53^{\circ} 07'$, 147.55 feet to station P.T. 667 / 24.63; thence S. $43^{\circ} 56' W.$, 376.67 feet to station P.O.T. 671 / 01.30, a point on the western boundary of Lot 2, from which the West $\frac{1}{4}$ corner of Section 24, bears N. $0^{\circ} 01' W.$, 1,375.35 feet at which point center line leaves the property of the International Paper Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 655/86.55	P.T. 667/24.63	40 feet	40 feet
P.T. 667/24.63	P.O.T. 671/01.30	50 feet	50 feet

Said Parcel to which this description applies contains 2.95 acres, more or less.

both grants subject to that certain easement dated *October 18*, 1960 from International to Northern Pacific ~~and St. Regis~~ and to all the terms and provisions thereof.

Part III.

St. Regis does hereby GRANT and CONVEY without warranties unto the Government and its assigns the road as now

constructed together with an easement to use, patrol, repair, maintain and reconstruct said road over and across the following described lands, to-wit:

Parcel One

A parcel of land of variable width traversing the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land 50 feet in width on each side of a center line of a road being more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 276 / 86.69, a point on the northern boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northwest Section corner of Section 23, bears S. 89° 27' 57" W., 912.25 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence along a 1,432.39 foot radius curve to the right, subtending an arc of 6° 33' 26", 163.93 feet to station P.T. 278 / 50.62; thence S. 30° 35' E., 581.45 feet to station P.O.T. 284 / 32.07, a point on the eastern boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northwest Section corner of Section 23, bears West 1,299.10 feet and North 628.27 feet, at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

Said Parcel One to which this description applies contains 1.71 acres, more or less.

Parcel Two

A parcel of land of variable width traversing the following described land:

SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 23, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 291 / 78.86, a point on the northern boundary of SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 23, from which the Northeast corner of Section 23, bears West 1,571.02 feet and North 1,321.17 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence S. 17° 50' E., 103.08 feet to station P.C. 292 / 81.94; thence along a 102.31 foot radius curve to the right, subtending a central angle of 11° 47', 21.04 feet to station P.T. 293 / 02.98; thence S. 06° 03' E., 14.24 feet to station P.C. 293 / 17.22; thence along a 102.31 foot radius curve to the left, subtending a central angle of 12° 37', 22.53 feet to station P.T. 293 / 39.75; thence S. 18° 40' E., 316.79 feet to station P.C. 296 / 56.54; thence along a 5,729.58 foot radius curve to the right, subtending a central angle of 1° 37', 161.67 feet to station P.T. 298 / 18.21; thence S. 17° 03' E., 150.14 feet to station P.C. 299 / 68.35; thence along a 636.62 foot radius curve to the left, subtending a central angle of 21° 58', 244.07 feet to station P.T. 302 / 12.42; thence S. 39° 01' E., 663.07 feet to station P.C. 308 / 75.49; thence along a 1,909.86 foot radius curve to the right, subtending a central angle of 15° 06', 503.33 feet to station P.T. 313 / 78.82; thence S. 23° 55' E., 87.68 feet to station P.C. 314 / 66.50; thence along a 2,864.79 foot radius curve to the right, subtending a central angle of 20° 35', 1,029.17 feet to station P.T. 324 / 95.67; thence S. 03° 20' E., 1,027.63 feet to station P.O.T. 335 / 23.30, a point on the southern boundary of SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 23, from which the Southwest Section corner of Section 23, bears N. 89° 58' W., 3,149.59 feet at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 291/78.86	P.T. 293/39.75	40 feet	40 feet
P.T. 293/39.75	P.O.T. 304/00	100 feet	40 feet
P.O.T. 304/00	P.O.T. 335/23.30	40 feet	40 feet

Said Parcel to which this description applies contains 9.13 acres, more or less.

Parcel Three

A parcel of land of variable width traversing $E\frac{1}{2}$ $E\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.T. 394 / 74.19, a point on the northern boundary of $NE\frac{1}{4}$ $NE\frac{1}{4}$, Section 35, from which the Northeast Section corner of Section 35, bears S. $89^{\circ} 58'$ E., 461.86 feet, at which point center line enters the property of St. Regis Paper Company; continuing and shortening the side lines so as to originate at the property line; thence S. $38^{\circ} 55'$ E., 210.38 feet to station P.O. 396 / 84.57; thence along a 1,432.39 foot radius curve to the right, subtending a central angle of $27^{\circ} 56' 50''$, 698.68 feet to station P.O.C. 403 / 83.25, which point is the point of ending of Parcel Three and at the point of beginning of Parcel Four in the $NE\frac{1}{4}$ $NE\frac{1}{4}$, Section 35,

the widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.T. 394/74.19	P.C. 396/84.57	60 feet	40 feet
P.C. 396/84.57	P.O.C. 403/83.25	40 feet	40 feet

Said Parcel to which this description applies contains 1.90 acres, more or less.

Parcel Four

A parcel of land of variable width traversing $E\frac{1}{2}$ $E\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land, the exterior boundaries of which are more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 403 / 83.25, which point coincides with the point of ending of the above described Parcel Three, and from which the Northeast Section corner of Section 35, bears N. $79^{\circ} 01' 50''$ E., 40.17 feet, and N. $0^{\circ} 07'$ W.,

783.0 feet; thence N. $79^{\circ} 01' 50''$ E., 40.17 feet; thence S. $0^{\circ} 07'$ E., 1,436.0 feet, along the eastern boundary of Section 35, thence N. $71^{\circ} 02' 35''$ W., 60.0 feet to Engineer's center line station P.O.C. 417 \nearrow 93.63, which point is the beginning point of Parcel Five, described below, thence N. $71^{\circ} 02' 35''$ W., 60.0 feet; thence N. $09^{\circ} 42' 20''$ E., 254.42 feet; thence N. $0^{\circ} 07'$ W., 944.82 feet; thence N. $2^{\circ} 45' 20''$ W., 186.42 feet; thence N. $79^{\circ} 01' 50''$ E., 40.18 feet to the point of beginning.

Said Parcel to which this description applies contains 4.87 acres, more or less.

Parcel Five

A parcel of land of variable width traversing $E\frac{1}{2}$ $E\frac{1}{2}$, Section 35, T. 8 N., R. 6 E., W.M., the said parcel being more particularly described as follows:

A strip of land of variable width on each side of a center line of a road, said center line being more particularly described as follows:

Beginning at Engineer's center line station P.O.C. 417 \nearrow 93.63, a point on the southern boundary of the above described Parcel Four, from which the Northeast Section corner of Section 35, bears S. $71^{\circ} 02' 35''$ E., 60.0 feet and N. $0^{\circ} 07'$ W., 2,219.0 feet; thence along a 818.51 foot radius curve to the right, subtending an arc of $16^{\circ} 14' 20''$, 230.62 feet to station P.T. 420 \nearrow 24.25; thence S. $35^{\circ} 06'$ W., 246.76 feet to station P.C. 422 \nearrow 71.01; thence along a 1,145.92 foot radius curve to the left; subtending a central angle of $24^{\circ} 55'$, 498.33 feet to station P.T. 427 \nearrow 69.34; thence S. $10^{\circ} 11'$ W., 359.45 feet to station P.C. 431 \nearrow 28.79; thence along a 954.93 foot radius curve to the left, subtending a central angle of $24^{\circ} 23'$, 406.39 feet to station P.T. 435 \nearrow 35.18; thence S. $14^{\circ} 12'$ E., 126.39 feet to station P.C. 436 \nearrow 61.57; thence along a 5,729.58 foot radius curve to the left, subtending a central angle of $2^{\circ} 19'$, 231.67 feet to station P.T. 438 \nearrow 93.24; thence S. $16^{\circ} 31'$ E., 353.14 feet to station P.C. 442 \nearrow 46.38; thence along a 5,729.58 foot radius curve to the left, subtending a central angle of $1^{\circ} 43'$, 171.67 feet to station P.T. 444 \nearrow 18.05; thence S. $18^{\circ} 14'$ E., 608.61 feet to station P.O.T. 450 \nearrow 26.66, a point on the southern boundary of $SE\frac{1}{4}$ $SE\frac{1}{4}$, Section 35, from which the Southeast Section corner of Section 35, bears N. $89^{\circ} 57'$ E., 118.36 feet, at which point center line leaves the property of St. Regis Paper Company, extending and shortening the side lines so as to terminate at the property line.

The widths of the strip of land above referred to are as follows:

<u>From Station</u>	<u>To Station</u>	<u>Widths on Easterly (left) Side of Center Line</u>	<u>Widths on Westerly (right) Side of Center Line</u>
P.O.C. 417/93.63	P.T. 420/24.25	60 feet	50 feet
P.T. 420/24.25	P.C. 422/71.01	110 feet	50 feet
P.O. 422/71.01	P.T. 427/69.34	110 feet	40 feet
P.T. 427/69.34	P.C. 431/28.79	40 feet	40 feet
P.C. 431/28.79	P.T. 435/35.18	90 feet	40 feet
P.T. 435/35.18	P.T. 438/93.24	40 feet	40 feet
P.T. 438/93.24	P.C. 442/46.38	50 feet	40 feet
P.C. 442/46.38	P.O.T. 450/26.66	40 feet	40 feet

Said Parcel to which this description applies contains 7.82 acres, more or less.

subject to that certain easement dated *October 18*, 1960 from St. Regis to International and Northern Pacific and to all the terms and conditions thereof.

The rights, privileges and authorities granted by this Conveyance of Road and Easement are for full use and enjoyment by the Government and its assigns for any and all purposes deemed necessary or desirable in connection with the control, use, management and administration of the national forest or the use of the natural resources thereof, and, insofar as is compatible with such purposes and with the rights reserved by the Grantors, the Government may permit the general public to use said road; and said rights, privileges and easements shall continue so long as used for the purposes granted, but if for a period of five years the Government shall cease to use the rights, privileges and easements on any portion of the premises above described for the purposes granted, or shall abandon the use of the easement or any portion thereof herein granted, then, in any such event, that portion of said premises traversed by the portion of the road unused for the period aforesaid or abandoned shall be freed from said easements and shall revert to the Grantors as fully and completely as if this indenture had not been made.

International and Northern Pacific hereby reserve the

right to use the lands above described in Part I and the road thereon, and International reserves the right to use the lands above described in Part II and the road thereon, and St. Regis hereby reserves the right to use the lands above described in Part III and the road thereon, upon all the following terms and conditions:

1. The Grantors reserve for themselves, their successors and assigns the right to use said lands and road for the purpose of hauling and transporting logs and other forest materials cut or produced from timber or timberlands now owned or hereafter acquired by Grantors, or from timber Grantors may now or hereafter have a right to cut, and for the purpose of hauling and transporting minerals of any nature whatsoever, including oil, and for the purpose of hauling and transporting men, material and equipment, for all purposes of forest and property management, administration, development, protection and fire prevention, suppression and control, and for prospecting and searching for and developing minerals of any nature whatsoever, including oil, and for all purposes reasonably incidental to the foregoing.

2. Grantors, for the purpose of hauling timber and other forest materials cut or produced from lands other than national forest lands, reserve the right until March 31, 2000 to operate over said road vehicles having a width up to and including eleven feet four inches and with a gross weight of vehicle and load not in excess of the present design capacity of the Swift Creek bridge; provided that vehicles having a greater width may be used from time to time when such use in the opinion of the Regional Forester will not unduly or unreasonably interfere with the use of the road by other users thereof.

3. The Grantors 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 the use thereof by Grantors. Grantors and their 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:

(a) 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;

(b) 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;

(c) Upon reasonable notice closing the road during periods when, in Government's judgment, there is extraordinary fire danger;

(d) Traffic controls which, in Government's judgment, are required for safe and effective use of the road by authorized users thereof;

(e) 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

(f) Prohibition on the operation on Government's road or grade of any vehicle or equipment having cleats or other trucks which will injure the surface thereof.

4. Grantors reserve the right at their own expense to connect to said road spur roads reasonably necessary to provide access to lands, timber and minerals now or hereafter owned or controlled by them; provided, that the location and character of construction of said connections to said road shall first be approved in writing by the Regional Forester, which approval shall not unreasonably be withheld; and provided further, that the Grantors shall at all times maintain said connections at their own expense in condition satisfactory to the Government.

5. International expects that it will haul over said road not more than an average of sixty million feet of logs, commercial log scale, forest products and forest materials annually which are produced from timberlands other than national forest timberlands, and agrees, insofar as is practicable and reasonable, in hauling such logs, forest products and forest materials, not unduly to congest said road. Whenever International expects to haul over said road during an operating year a quantity of 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 said road for such year by all users of said road, including such excess, is beyond the capacity of said road, International shall have the right to the use of said road for hauling such excess. The effect of this section will terminate March 31, 2000.

6. Government shall have the right to perform the road maintenance or to direct the manner in which it shall be performed provided that when any of the Grantors is using said road, it shall perform its share of maintenance of such road or of the portion or portions thereof which it uses or shall contribute its share of the cost of such maintenance. The share of maintenance or cost of

maintenance of said road to be borne by each user of said road shall be equal to the ratio of such user's use to total use by all users of said road, based upon distance of haul and quantity of material hauled expressed in thousands of feet of logs, commercial log scale, or equivalent measure of other forest materials or equivalent weight of other materials hauled. For the purposes of this agreement, the term maintenance shall mean maintenance of said road as a two-lane logging road, in accordance with standards prescribed for forest development logging roads by the United States Forest Service, and so as fairly and reasonably to permit use of said road for the purpose of hauling and transporting logs and other forest materials and shall include the opening of said road as early each year as may be reasonably required for logging operations in the area served by said road and the keeping of said road open during the remainder of the year until logging operations in said area are closed for the year.

7. The rights and obligations of the Grantors and of the Government under the terms of this indenture shall inure to the benefit of and shall be binding upon the Grantors and the Government and their respective successors and assigns. Said rights may be exercised by the parties directly or through their respective employees, agents or contractors.

8. In the event the Muddy Power Project is constructed and the licensee thereof at its own expense locates and constructs a segment of road to replace that segment of the existing road to be inundated, or in the event a segment of the existing road is destroyed by natural causes and is reconstructed on the basis of a cost-sharing agreement between the Grantors hereto and the Government, then in either event the Grantors shall have the same rights to use said replacement segment as are hereby reserved by them to

use the road as it now exists. It is agreed as between Grantors that Northern Pacific shall have such use but shall not be required to participate in the cost of any such reconstruction made prior to the termination of timber cutting contract T&M 2557 between International and Northern Pacific.

9. Other than as provided in paragraph 6 hereof, no toll or other charges shall be imposed upon Grantors, their successors and assigns, for their use of said road.

IN WITNESS WHEREOF, the Grantors have executed this indenture the day and year first above written.

INTERNATIONAL PAPER COMPANY

By J. D. Leland
Vice President

ATTEST:

R. T. Frost
Assistant Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By F. J. Stankin
VICE President

ATTEST:

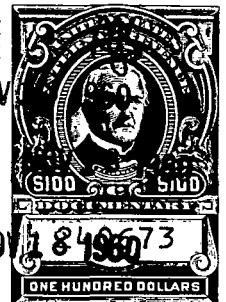
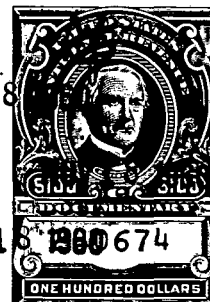
Richard A. Beulke
Assistant Secretary

ST. REGIS PAPER COMPANY

By William R. Holmes
President

ATTEST:

Home Lawford
Secretary



STATE OF WASHINGTON)
) ss.
 County of Cowlitz)

On this 18th day of October, 1960, before me personally appeared J. D. Leland 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.

Ernest A. Lynn
 Notary Public in and for the State
 of Washington, residing at Longview

STATE OF Minnesota)
) ss.
 County of Ramsey)

On this 10th day of October, 1960, before me personally appeared E. B. STANTON and Richard A. Beulke to me known to be the VICE President and Assistant Secretary, respectively, of Northern Pacific Railway 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.

J. W. Thayer
 Notary Public in and for the State
 of Minnesota, residing at St. Paul

J. W. THAYER,
 Notary Public, Ramsey County, Minn.
 My Commission Expires Nov. 17, 1964

STATE OF NEW YORK)
) ss.
 County of NEW YORK)

On this 9 day of SEPTEMBER, 1960, before me personally appeared WILLIAM R. ADAMS and HOMER CRAWFORD to me known to be the President and Secretary, respectively, of St. Regis 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.

James J. Sheehan
 Notary Public, State of New York, in and for the State
 No. 30362, residing at New York
 Qualified in Nassau County
 Certificate filed in New York County
 Term Expires March 30, 1961