57749

## AGREEMENT AND CONVEYANCE OF ROAD SYSTEM

THIS AGREEMENT AND CONVEYANCE, made this 2nd day of
November, 1960, among PACIFIC POWER & LIGHT COMPANY, a corporation
organized and existing under the laws of the State of Maine (hereinafter sometimes called Pacific), the UNITED STATES OF AMERICA (hereinafter sometimes called the Government), and INTERNATIONAL PAPER COMPANY,
a corporation organized and existing under the laws of the State of
New York (hereinafter sometimes called International),

#### WITNESSETH:

WHEREAS, the Government desires to acquire and Pacific desires to assign, transfer, grant and convey to the Government its truck and logging road, as hereinafter more fully described, in Skamania County, Washington, subject to an agreement and easement dated February 14, 1958 (hereinafter called the Road Agreement), given by Pacific to Harbor Plywood Corporation, which Road Agreement has been assigned by Harbor Plywood Corporation to International; and

whereas, International is willing to consent to the conveyance of such road by Pacific to the Government subject to the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement, provided the agreements of Pacific and the Government with the Road Agreement with the Road Agreement

NOW, THEREFORE, in consideration of the premises and the p of mutual agreements hereinafter contained to be by the parties in the performed, the sum of One Million Nine Hundred and Eighty-Four Thousand Dollars (\$1,984,000) paid to Pacific,

receipt of which is hereby acknowledged, and other good and valuable considerations, it is agreed as follows:

- 1. Pacific hereby assigns, transfers, sets over, grants and conveys without warranties to the United States of America and its assigns (a) Pacific's truck and logging road as now constructed, together with an easement over and across those portions of the land owned by Pacific 66 feet in width, with extra width where required for cuts and fills, to use, maintain, repair and reconstruct said road, and all titles, interests and rights owned by Facific in all easements and rights-of-way over other lands on which said road is constructed, from its connection with the main logging road of International, as successor in interest to Harbor Plywood Corporation, in the Southwest Quarter of the Southwest Quarter (SW1 SW1 ) of Section 26. Township 7 North, Range 6 East, W.M., in Skamania County, Washington, to a point in the Southeast Quarter of the Northeast Quarter (SELNEL) of Section 30, Township 7 North, Range 5 East, W.M., in Skamania County, marked A on the plat designated Exhibit 1 on which the said road, easements and rights-of-way are fully delineated, which plat is attached hereto and made a part hereof, together with all bridges and other improvements therein or thereon; subject, however, to the rights of International under the Road Agreement; and (b) all rights of Pacific under the Road Agreement.
- 2. Pacific hereby covenants and agrees that it will from time to time and at all times, at the request of the Government or its assigns, make, execute and deliver any such further instruments of conveyance, assignment, transfer and assurance and do such further acts and things

as may be necessary or appropriate in the premises to vest in the United States of America Pacific's rights, titles and interests hereby conveyed, assigned and transferred to the Government or intended so to be.

- 3. The Government hereby assumes the obligations and duties of Pacific under the Road Agreement as the same shall be amended pursuant to Section 5 hereof, except such obligations and duties as are contained in Section 3 thereof.
- 4. International hereby consents to the conveyance and assignment herein contained.
- 5. The Government and International hereby agree to enter into immediately upon the execution of this Agreement, an agreement substantially in the form of Exhibit 2 hereof, providing for various amendments of the Road Agreement.
- 6. Pacific hereby agrees to remain obligated to International with respect to the obligations and duties contained in Section 3 of the Road Agreement, as originally executed.
- 7. (a) Pacific agrees hereby with the Government and with International that Pacific will deposit funds with the Forest Service, United States Department of Agriculture, to cover that portion of the cost of maintaining the road conveyed hereby which is attributable to the use of such road by International prior to December 31, 1977, in hauling and 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, both as

defined in the Road Agreement, or for any purpose reasonably incidental thereto or for the administration and care of said timberlands.

- (b) Pacific agrees hereby that if at any time or from time to time prior to December 31, 1977, the Government shall cease or fail to maintain the road conveyed hereby as provided in (a) above and International shall maintain said road, then Pacific will pay to International from time to time on demand amounts sufficient to reimburse International for the portion of its cost of so maintaining the road conveyed hereby which is attributable to the use of such road by International during the period of its maintenance thereof prior to December 31, 1977, in hauling and 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, both as defined in the Road Agreement, or for any purpose reasonably incidental thereto or for the administration and care of said timberlands.
- (c) The portion of the maintenance cost to be reimbursed under paragraph (a) or paragraph (b) of this Section shall be based upon that proportion of said maintenance cost which the use of such road by International for the purposes specified in such paragraphs bears to the total use of said road for logging and other heavy hauling purposes during the period in question by all users of the road including International. In determining and fixing this share of the cost of maintenance, there shall be taken into account the different types of heavy hauling by all users involved and, insofar as practicable, the impact of the several types of such hauling upon the road and the resulting maintenance costs so that the cost of maintenance shall be equitably distributed.

For the purposes of this Agreement, maintenance of the road conveyed hereby 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 the modification 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.

- (d) The parties hereto agree that, in lieu of making the payments specified in either paragraph (a) or paragraph (b) of this Section, Pacific shall have the option of directly performing such maintenance work, the work so performed to be proportionate to the use of the road by International as specified in such paragraphs.
- 8. Pacific hereby reserves the right to use said road in the investigation, construction, maintenance and administration of any and all of its existing or hereafter constructed hydroelectric projects, in such manner as will not unreasonably or unnecessarily interfere with use thereof by parties having prior rights, the Government and its authorized users, subject to reasonable rules and regulations issued by Government and the sharing of maintenance proportionate to such use.
- 9. The Government hereby agrees to accept this Conveyance subject to:

The rights of Northern Pacific Railway Company, a Wisconsin under its Agreement with Pacific dated February 14, 1958, and corpor kamania County, Washington, in Book 44, page 397. recorde

rights of Weyerhaeuser Company, a Washington corporation, under th Pacific dated December 3, 1959, and recorded in Skamania n, in Book 46, page 477. County,

thts of the State of Washington under its Certificate of d to Pacific dated August 17, 1960, and recorded in Skamania County, W in Book 47, page 406.

EOF, the parties have caused this agreement to be executed resentatives as of the day and year first above written. by duly au ) zed

PACIFIC POWER & LIGHT COMPANY

Attest:

Robt. de Auccia Vice President

(SEAL)

UNITED STATES OF AMERICA

(U.S.D.A. SEAL

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

RNATIONAL PAPER COMPANY

Smy

Attest:

T. Frost

Secretary

Vice President

(SEAL)

200 48 2 101

#### ACKNOWLEDGEMENT

STATE OF OCEGON )

COUNTY OF MULTNOMPH )

on this 26th day of October, 1960, before me personally appeared & Kobr. Mekuciic and H.W. Millay to me known to be the Vice President and Secretary, respectively, of Pacific Power & Light 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)

Iconard Bennett
Notary Public in and for the
State of Oregan
residing at PORTLAND

My commission expires:

September 7, 196V















### acknowledgement

United States of America	) ) ss
DISTRICT OF COLUMBIA	) 55

on this 2nd day of Morentee, 1960, before me, a Notary Public, within and for said District, personally appeared to the left to me personally known who, being by me duly sworn, did say that he is the clary 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 acknowledged 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 Stasek Notary Public, District of Columbia United States of America

My commission expires:

My Commission Expires January 14, 1969

BOOK 48 Feet 103

### ACKNOWLEDGEMENT

STATE OF WASHINGTON )

SECOUNTY OF CONLITZ )

on this 26th day of October 1960, before me personally appeared J. W. Kulmon and R. J. Front to me known to be the Vici 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
Notary Public in and for the
State of Wrington
residing at Longuin.

My commission expires:

10-28-621

VILLA POOR OUALITY
R FILMING

100K 48 PAGE 105

### ACKNOWLEDGMENT OF CONVEYANCE AND ASSIGNMENT

AND

#### MODIFICATION AGREEMENT

THIS AGREEMENT, dated the day of ,

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 Chief, Forest Service, Department of Agriculture
(hereinafter called the Government), party of the second part;
WITHESSERM, That:

WHEREAS International is the successor in interest to Harbor Plywood Corporation, a Deliware 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

EXHIBIT 2

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

WHENEAS International and the Government desire to modify the Road Agreement dated as of February 14, 1958, as here-inefter set forth;

HOW, 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 anknowledges due notice of the conveyance hereinabove referred to from Facific to the Government and hereby consents to such conveyance.
- 2. International and the dovernment haveby 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 verbatiss.
- 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 Skammia County, Washington, to a point in the SE 1/4 of the SW 1/4 of Section 30, Township 7 North, Range 5 East, W.M., in Skammia County, marked A on the plat attached hereto as Exhibit 1.
- lands so designated on the map attached hereto as Enhibit 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 constines called the "Northern Facific Contract").

- (c) "Herbor timberlands" shall meen 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 Herbor.
- 4. Section 2 of the Road Agreement, the wording of which is not being changed for purposes of this agreement, reads as follows:

ject to the terms and conditions herein set forth,
Pacific hereby grants and conveys to Harbor a nonexclusive right and easement in, to and over Facific's
road for the purpose of hauling and transporting
logs and other forest products and forest materials
belonging to Harbor and out 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 out or soquire, and for all purposes reasonably incidental
thereto and for the sominimization and care of
such timber and timberlands.

Beation 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,

## PORK 48 PAGE 109

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

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

### Section 4. Road Use Pees.

(a) Use by International Without Charge. Except as provided in Section 6 hereof, International shall not be obligated or required to may downment any fee for the use of dovernment's road in hanling or transporting logs or other forest products or forest exterials owned by International and cut or produced. by or for International solely from tim-. Der aut from Morthern Pacific tieberlands pursuant to the Bortham 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 bereinafter set forth.

## BOOK 48 PAGE 110

- cept as provided in subsection (a) of
  this section, International shall be obligated to pay road use fees at the sees
  rate and conditions of payment as may be
  established by the Government for banking
  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.
- Section 5 of the Road Agreement shall be and it is hereby eliminated.
- bereign 6 of the Road Agreement shall be and it is bereby amended by eliminating the entire section and substituting the following new section 6 therefore Section 6. Intermetional'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

## 111 EDOX 48 AVEL 111

by or for International solely from Northern Pacific timberlands or Earbor 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 maintemance costs for its use of the Government's road in the proportion which International's use bears to the total use of said road andst the same rates and conditions of deposit as may be established by the Government for hanling 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 cause or fail to

maintain Government's road, International will have the right, but not the obligation, to maintein 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 read; provided, however, that so long and only so long as the Forest Service, United States Department of Agriculture; shall be obliged to give to purch sers of mational forest timber similar alternative rights with regard to meditioning 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 mintenance charge, in which case the work performed shall be proportionate to the haulers h 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

ards 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 arm 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.

- 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) <u>Motice of Intention to Use</u>. 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 enticipated 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 Coverment 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 Covernment by International, International shall advise Covernment promptly in writing of such change. Government shall fundsh to International similar pertinent information when International requests the sum 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 explusive, 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 unspecessarily interfere with the use thereof by other authorized persons, including Government,



## 130K 48 Page 115

anthorised persons, including dovernment, shall not unreasonably or unmosssarily interfere with use thereof by International. International and its employees, agents, and contrastors 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 my 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) Cleaning the road or restricting the use than 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 authorised users thereof;
- (5) Probibition 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.
- hereby modified by eliminating the section and substituting the following new section 9 therefor:

  Section 9. Use of Government's Noed 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 cots and contractors shall be considered the acts and contractors shall be considered the acts and contractors shall be considered the acts and onissions of International and International shall be

12. Section 10 of the Boad Agreement shall be end it is learnly 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 acqueyences, grants or permits under which the Government granted or acquired rights or title, to the right-of-way upon which the road is constructed.

hereby modified by aliminating the section and substituting the following new section 11 therefore 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 mashers. The

board shall subsit 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.

- hereby modified by eliminating the section and substituting the following new section 12 therefor:

  Bection 12. Connection of Spur Roads to dovernment'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 approved shall not unreasonably be withheld; and provided, further that International shall at all times maintain such connection at its own expanse in condition satisfactory to the Government.
- 15. Section 13 of the hold 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

19 AND 119

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 unvessembly 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 casesity of Swift Creek Bridge.

In its operation International expects that it will hand over said road not more than an average of sixty million feet of logs (not log scale), forest products and forest saterials enmually which are, under the terms of subparagraph (a) of Section 4 hereof, free from payment of good use fees, and agrees insofar as is practicable and reasonable, in healing such logs, forest products and forest materials, not induly to congest said road. Whenever in such operations it expects to haul over aid road during an operating year a quantity of enen logs, forest products and forest materials in excess of that amount, it shall notify the Government a regionable time beforehand and, unless the reasonably enticipated 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 awass.

- 16. Sections 14, 15 and 16 of the Boad 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. Motices and Payments. Motices by either party to the other under this agreement shall be in writing. All payments or deposite becamer shall be made payable to Forest Service. U.S.D.A., and delivered to:

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

All other notices and comminications to Government bereunder shall be delivered to:

> Regional Forester Forest Service 769 M.B. Oregon Street Forblend 8, Oregon

All potices; communications, payments and deposits to International beremmer shall be delivered to:

> International From 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.

-16+

# 1000X 48 PACH 121

- hereby modified by eliminating the section and substituting the following new section 18 therefor:

  Section 18. Assignment of Conveyance. Except as otherwise indicated by the context, all references herein to "Markor" shall be dessed to be references to International. The Government shall not sell, convey, or transfer Severment'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 grantes shall have assumed the obligations of the Government havenumber.
- 19. Section 19 of the food Agreement shall be and it is hereby eliminated.

in winder waters the parties have caused this agreement to be amouted by duly authorized representatives as of the day and year first above written.

,	Vice	President
Attest:	B7	
	ANIMAGE TORK	PARE COMME

(Corporate Seal)

Secretary

UNITED STATES OF AMERICA

V ....

Chief, Forest Service Department of Agriculture

(SEAL)

-18-

EDDN 48 PAGE 123

### CKROWLEDGENERY

STATE OF

COUNTY OF

ő.

On this

day of

, 1960, before me

personally appeared

(23)

to me known to be the

President and

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 does or said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorised to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Thereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(BOTARTAL SEAL)

Notary Public in and for the State of residing at

My commission expires:

#### ACKNOWLEDGENOUS

DISTRICT OF COLUMNIA

On this day of , 1960, before me, a Motary Public, within and for said District, personally appeared

, to me personally known who, being by me duly sworn, did say that he is the 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 someworkedged that he executed the same as the free and voluntary sot and deed of the United States of America for the uses and

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

(NOTABLAL SEAL)

Notary Public, District of Columbia United States of America

My counterion expires:

purposes therein mentioned.

-00