

T. & M. Contract
No. 5100

Easement Deed
No. 26618-W
Exhibit C-2
(Part Two Roads)

THIS INDENTURE, made this 3^d day of January, A.D. 1967, between NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, and INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, Grantors, and the UNITED STATES OF AMERICA, whose post office address is Washington, D. C., Grantee, WITNESSETH:

That for and in consideration of the grant of reciprocal rights-of-way and the sum of \$1.00, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee, and its assigns, easements for existing roads, and roads to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, over, upon, along and across certain land situated in the County of Skamania, State of Washington, which easements, roads and land are more particularly described as follows:

Easements hereby granted for roads described as "Part Two Roads" over existing roads and roads to be located and constructed are for use only for fire protection and administration of National Forest lands, other Federal lands, State lands and private timber lands not owned or controlled by Grantors, and for the hauling of forest products, materials, or equipment from or to said lands, subject to the reservations, terms and conditions hereinafter set forth, and shall not include use of said roads for hunting, fishing or other recreational purposes, or for any use by the general public.

DESCRIPTION

The easements herein granted are 66 feet in width, with such additional width as may be required for adequate cuts and fills, and traverse the described premises according to the following general courses and distances:

PART TWO ROAD

<u>T7N, R6E, W.M.</u>	<u>Road Name</u>	<u>Road Number</u>
Sec. 5, Government Lot 1	St. Helens Way	N83H

The said strips being 33 feet in width on each side of centerlines as located and constructed on the ground, with as much additional width as required for adequate cuts and fills, the said centerlines being located and described as shown on Exhibit A which is attached hereto and made a part hereof.

The centerlines of the segments of roads not to be reconstructed and the centerlines of new and reconstructed segments, if constructed and reconstructed, substantially as described herein, are deemed accepted by the Grantors as the true centerlines of the easements granted.

Together with such reasonable rights of temporary use of the Grantors' lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said roads.

This conveyance is made subject to the following reservations, terms, and conditions:

1. The Grantors reserve to themselves, their successors and assigns, the right to cross and recross the land covered by said right-of-way and any roads thereon at any point for any and all purposes, and further reserve in accordance with a sharecost agreement entered into between the Grantors and Grantee the right to share in the construction, recon-

struction and improvement of the roads and the right to use the roads so constructed, reconstructed, and improved, without cost except for maintenance and resurfacing when used for commercial hauling purposes, in such manner as not unreasonably to interfere with the use of said roads by the Grantee, or its authorized users, or cause substantial injury thereto; provided, that during periods when the Grantors, their successors or assigns, use said roads, their use will be subject to such traffic control regulations as the United States may impose upon or require of haulers of forest or other products, and provided further that Grantors shall perform their share of road maintenance and resurfacing on the portions so used, or contribute to the cost of said maintenance and resurfacing, so that their proportionate share (based on the ratio that their hauling bears to the total hauling during said period of use) of the cost of maintaining and resurfacing the roads, to the extent necessary to restore the roads to the condition existing at the start of the use, will be paid or performed.

2. The Grantors reserve to themselves, their successors and assigns, all timber on said right-of-way, provided that the Grantee, or its timber purchasers, shall have the right to cut timber upon the right-of-way to the extent necessary for the construction or betterment of said roads. The Grantors further reserve the right to grow and harvest future forest crops on that portion of said right-of-way not actually used for road purposes.
3. The Grantors reserve to themselves, their successors and assigns, the right to charge and to enforce collections from purchasers of National Forest timber for use of said roads until such time as the quantity of timber hauled multiplied by unit rates approved by the Regional Forester for such charges or by credits received from the Grantee shall equal the Grantee's share of the Grantors' construction, reconstruction and improvement costs of all portions of said roads constructed, reconstructed and improved by the Grantors; PROVIDED, that when such charges are to be made any National Forest timber purchased by the Grantors shall be treated as though hauled by someone else.
4. The Grantors reserve to themselves, their successors and assigns, the right on any portion of the roads maintained and resurfaced by the Grantors to charge purchasers of National Forest timber, haulers of private timber, haulers of mineral products and all other heavy haulers a maintenance charge and a resurfacing charge, the charges to be proportionate to the haulers' use of the roads. If any

hauler should elect to perform maintenance or resurfacing work in lieu of paying the charge, the work performed shall be proportionate to the hauler's use of the roads.

5. The Grantors reserve to themselves, their successors and assigns the right to require any user of said roads to post with Grantors bonds to guarantee performance of the obligations of the user under reservations numbered 3 and 4 herein above set forth; PROVIDED, that the amount of such bonds shall be limited to the amount reasonably necessary to secure such performance and approved by the Regional Forester.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted, but if for a period of five years the Grantee shall cease to use the roads, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed thereby shall be freed from said easement, or parts thereof, as fully and completely as if this indenture had not been made. In the event of such nonuse for the period stated the Regional Forester shall furnish to the Grantors a statement in recordable form evidencing such nonuse.

IN WITNESS WHEREOF, the Grantors have caused these presents to be sealed with their corporate seal(s) and signed by their duly authorized representatives the day and year first above written.

ATTEST:

Richard D. Beulke

Title Secretary

ATTEST:

H. P. Paton

Title Assistant Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By W. J. Stanton *a.i.*

Title VICEPRESIDENT

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz *js*

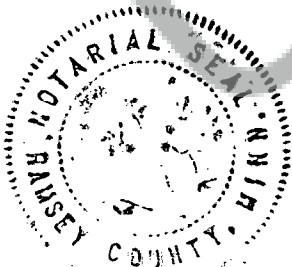
Title Manager of Woodlands

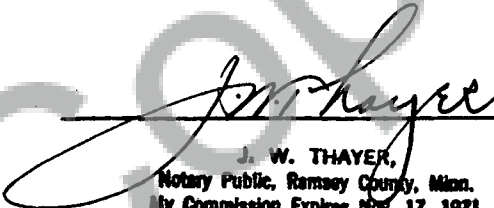
(ACKNOWLEDGEMENT)

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 24th day of JANUARY, A.D., 1967,
before me personally appeared E. B. STANTON,
to me known to be a Vice President of Northern Pacific Railway Company,
one of the corporations that executed the within and foregoing instrument,
and acknowledged the 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 he was 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, Ramsey County, Minn.
My Commission Expires Nov. 17, 1971

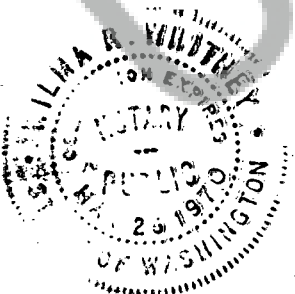
STATE OF WASHINGTON)
) ss
 COUNTY OF COWLITZ)

On this 3^d day of January, A. D., 1967,

before me personally appeared Ali J. Sandoz, to me known to be the Manager of Woodlands Western Operations, Long-Bell Division of International Paper Company, one of the corporations that executed the within and foregoing instrument, and acknowledged the 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 he was 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.

Walter R. Whitney
 Notary Public in and for the State of
 Washington, residing at Longview



RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 7 N., R. 6 E., W.M. SEC. 5

SKAMANIA COUNTY

WASHINGTON

SCALE. 0 100 200 FEET

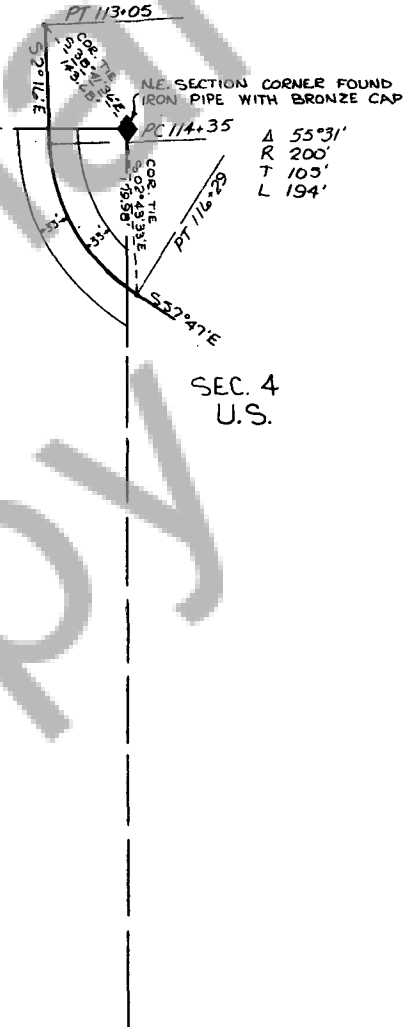
ST. HELENS WAY N 83° H



U.S.

SEC. 5
PROPERTY OF
NORTHERN PACIFIC

SEC. 4
U.S.



SURVEYED BY: C. AULT 6-66
METHOD STAFF COMPASS
DRAWN BY: S. GREER 12-66
R/W ACREAGE = 0.30 ACRES MORE OR LESS

APPROVED BY: *A. L. L...* DATE 12/16/66
FOREST ENGINEER

EXHIBIT A