

T. & M. Contract
No. 5100

Easement Deed
No. 26668-W
Exhibit C-2
(Part Two Roads)

THIS INDENTURE, made this 25th day of September, 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 in 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

T8N, R6E, W.M.

Road Name

Road Number

Section 5, SW₁SE₁

Bear Road

N823

Certified correct as to description
description and contents
Robert L. Hall 11/29/67

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:

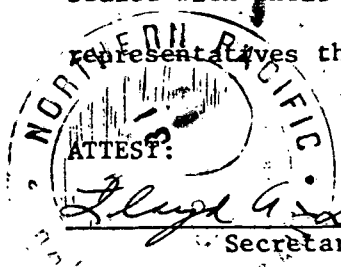
1. The Grantors reserve to themselves, their successors and assigns, the right to cross and recross the land covered by said right-of-way and any roads thereon at any point for any and all purposes, and further reserve in accordance with a sharecost agreement entered into between the Grantors and Grantee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

[Signature]
 Secretary

NORTHERN PACIFIC RAILWAY COMPANY
 By *[Signature]*
 Vice President

a.f.
 Rat

ATTEST:

[Signature]
 Assistant Secretary

INTERNATIONAL PAPER COMPANY
 By *[Signature]*
 Manager of Woodlands
 Long-Bell Division

STATE OF MINNESOTA)
) SS.
 County of Ramsey)

On this 20th day of October, A.D. 1967, before me personally appeared E. B. STANTON, to me known to be the 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.

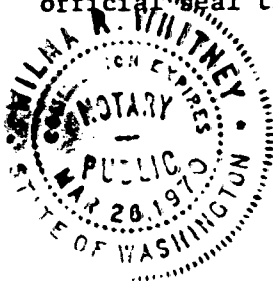


J. W. Thayer
 Notary Public for J. W. THAYER,
 Notary Public, Ramsey County, Minn.
 My commission expires Nov. 17, 1971

STATE OF WASHINGTON)
) SS.
 County of Cowlitz)

On this 26th day of Sept., A.D. 1967, before me personally appeared A. J. Sandoz, to me known to be the Manager of Woodlands of the 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.



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

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 8 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 4 0 4 8 HUNDRED FEET

ROAD N823

R. HEUSTIS 11-29-66

R/W WIDTH - 66 FEET

STAFF COMPASS and CHAIN

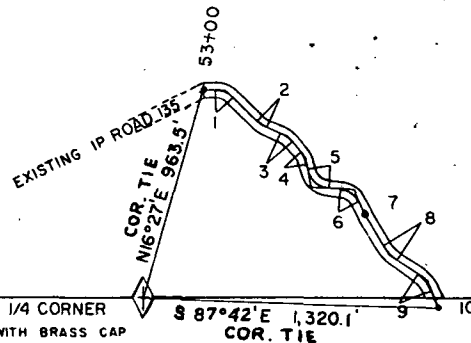
DEGREE of ACCURACY - 1/500



TRAVERSE TABLE				CURVE DATA			
NO.	STATION	BEARING	DISTANCE	NO.	Δ	R	L
	POB 53+00	N88°45'E	59	1	46°00'R	100	42
	PC 53+59			2	20°00'L	150	26
1	PT 54+39	S45°15'E	154	3	23°15'R	150	31
	PC 55+93			4	32°30'R	100	29
2	PT 56+45	S65°15'E	69	5	77°00'L	100	80
	PC 57+14			6	61°30'R	100	59
3	PT 57+75	S42°00'E	68	7	4°15'L		
	PC 58+43			8	26°00'L	200	46
4	PT 59+00	S 9°30'E	24	9	35°15'R	150	48
	PC 59+24						
5	PT 60+58	S86°30'E	58				
	PC 61+16						
6	PT 62+23	S25°00'E	59				
	PC 62+82						
7	PT 63+29	S29°15'E	156				
	PC 64+38						
8	PT 65+29	S55°15'E	117				
	PC 66+46						
9	PT 67+38	S20°00'E	88				
10	PI 68+26						



NORTHERN PACIFIC RY. COMPANY

FOUND 1/4 CORNER
IRON POST WITH BRASS CAPINSCRIBED: 1/4 S5
T8N R6E
1961

DRAWN BY KEITH D. FAGERBERG 3/23/67

APPROVED BY *[Signature]* 5/18/67
FOREST ENGINEER DATE

EXHIBIT A