

5/1/82

EASEMENT

THIS EASEMENT, dated this 18th day of May, 1982, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to CHAMPION INTERNATIONAL CORPORATION, a Corporation of the State of New York, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Missoula, State of Montana and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of reciprocal rights-of-way and the sum of ONE DOLLAR (\$1.00) received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as Grantee), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the premises, over and across the following described lands in the County of Missoula, State of Montana:

Tepee Creek Road No. 4236 beginning on the north line of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ section 20, T. 12 N., R. 23 W., P.M.M., and crossing lands of the Grantor in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NE $\frac{1}{4}$ section 20, T. 12 N., R. 23 W., P.M.M., and terminating on the north line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ section 20, T. 12 N., R. 23 W., P.M.M.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is shown approximately on Exhibit A attached hereto.

Said premises shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as listed on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Noted on BLM

Records

Serial No. M-56794

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, that cleated equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Howard Creek Road Right-of-Way Construction and Use Agreement dated May 15, 1970, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.
- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Howard Creek Road Right-of-Way Construction and Use Agreement dated May 15, 1970, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and delegation of authority by the Chief, Forest Service, dated December 14, 1979 (44 FR 75690), on the day and year first above written.

UNITED STATES OF AMERICA

By

U. R. Price
for Regional Forester
Forest Service

ACKNOWLEDGMENT

STATE OF MONTANA)
) ss.
County of Missoula)

On the 18th day of May, 19 82, before me, a Notary Public within and for said State, personally appeared V.R. Price, ~~acting for the~~ Regional Forester, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who, being by me duly sworn according to law, did say that he is ~~the~~ acting for the Regional Forester, Forest Service, Department of Agriculture; and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL)

Marilyn J. Barnes
Notary Public for the State of Montana
Residing at Florence
My commission expires 5/30/83

EXHIBIT A

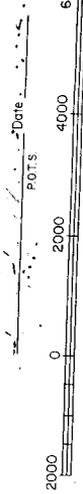
HOWARD CREEK ROAD RIGHT-OF-WAY CONSTRUCTION AND USE AGREEMENT AREA SUPPLEMENT NO. 4

Forest Service, Burlington Northern Railroad Company,
Champion International Corporation

U.S.D.A. - Forest Service - Region One
LOLO NATIONAL FOREST

Missoula Ranger District
Missoula County, Montana
Principal Meridian Montana

Prepared by R. Hawk, D. McCann Date 3-5-82
Checked by J. ... Date 3-7-82
Approved for rights-of-way



- LEGEND**
- Supplement Area Boundary
 - Tributary Area Boundaries
 - 3 Tributary Area Number
 - Roads to be east, shared, or Rights-of-way granted
 - 023 Road number
 - ⊙ Termin of road segment
 - ⊠ Corner tie number
 - ◆ Found corner
 - GL0 General Land Office record bearing

CORNER TIES

ROAD NUMBER	TIE NUMBER	DISTANCE (FEET)		CORNER TIED TO
		BEARING FROM CORNER	FIELD TIE	
17792	1	GL0	1589.2	17,18,19,20 T12N-R23W
4236	2	GL0	1311.0	16,17,20,21 " "



File No. 905-23-13.210

Cost Share Easement
Deed No. 34167

EASEMENT

REJ

THIS EASEMENT, dated this 3rd day of August, 1979, from BURLINGTON NORTHERN INC., a corporation of the State of Delaware, hereinafter called "Grantor", to the UNITED STATES OF AMERICA, hereinafter called "Grantee", whose address is Washington D. C., 20013.

WITNESSETH:

Grantor, for and in consideration of the grant of reciprocal rights-of-way and the sum of one dollar (\$1.00), received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises", over and across the lands in the County of Missoula, State of Montana, as described on Exhibit A attached hereto.

6097

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is approximately as shown colored red on Exhibit B attached hereto.

Said premises shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns;

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

Correct as to consideration, description and conditions 5/16/80

APPROVED J. J. OGC 5/16/80

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. Grantor shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantee's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the Gold Creek Road Right-of-Way Construction and Use Agreement dated June 27, 1966, until such time as the amounts paid by such means or by credits received from Grantee shall total the amount set forth in said agreement. Timber or other materials hauled by Grantor from lands of the Grantee shall be regarded as though hauled by someone else.
- C. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibit C attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

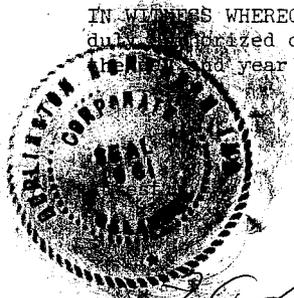
Vehicles having a width in excess of twelve (12) feet: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, that cleated equipment shall not be used on paved roads.
2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.

- 3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
- 4. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Regional Forester.
- 5. The right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000.00 for injury or death to one person, \$300,000.00 for injury or death to two or more persons, and \$100,000.00 for damage to property: Provided, it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road.

Provided, That so long as the Gold Creek Road Right-of-Way Construction and Use Agreement dated June 27, 1966, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on this 11th day of June, 1966 at Portland, Oregon the year first above-written.



BURLINGTON NORTHERN INC.

By [Signature]
 Title: Asst. Secy.

By [Signature]
 Title: Asst. to President-Resources Division

ACKNOWLEDGMENT

STATE OF MINNESOTA)
 : ss
COUNTY OF Ramsey)

On this 3rd day of August, 19 79, A.D., before me personally appeared Johal P. Dube to me known to be the Asst. to Pres. Resources Div. of Burlington Northern Inc., the corporation which 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 last above-written.

J. W. Thayer
Notary Public for the State
of Minnesota
Residing at St. Paul
My Commission Expires 11-17-85

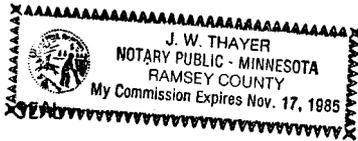


EXHIBIT A

West Fork Gold Creek Road No. 2103 beginning at its junction with the Gold Creek Road No. 126.2 in the NE1/4 NE1/4, Section 13, Township 14 North, Range 17 West, P.M.M., crossing lands of the Grantor in the SW1/4 NW1/4, Section 33, Township 15 North, Range 17 West, P.M.M., and ending on the West line of the SW1/4 NW1/4, Section 33, Township 15 North, Range 17 West, P.M.M.

Three Cougars Road No. 4323 beginning at its junction with the West Fork Gold Creek Road No. 2103 in Government Lot 2, Section 4, Township 14 North, Range 17 West, P.M.M., crossing lands of the Grantor in the S1/2 NE1/4, E1/2 NW1/4, Section 31, Township 15 North, Range 17 West, P.M.M., and ending on the North line of the NE1/4 NW1/4, Section 31, Township 15 North, Range 17 West, P.M.M.

Little Cougar Road No. 17112 beginning at its junction with the Three Cougars Road No. 4323 in the NE1/4 NW1/4, Section 31, Township 15 North, Range 17 West, P.M.M., crossing lands of the Grantor in the NE1/4 NW1/4, Government Lot 1, Section 31, Township 15 North, Range 17 West, P.M.M., and ending on the North line of the NE1/4 NE1/4, Section 36, Township 15 North, Range 18 West, P.M.M.

Deed Exp. #3889

461214

I received and filed this instrument for record on the 3rd day of Jan 1980 at 8:30 o'clock A.M. and it is recorded in Vol. 149 of Micro Records of the County of Missoula, State of Montana, on page 303 Fee 10.00
 Paid cash Return to Doris Hogan Witness my hand, Fern Hart, County Recorder
 Address Red Hill Forest By M. McCann Deputy
Reddy, 24 Fort Missoula
Missoula, Mont.
57501

EASEMENT

M31069

THIS EASEMENT, dated this 2nd day of January, 1974 from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to BURLINGTON NORTHERN INC., a corporation of the State of Delaware, hereinafter called "Grantee,"

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 USC 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Missoula, State of Montana, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the grant of a reciprocal right-of-way and the sum of one dollar (\$1.00) received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across lands in the County of Missoula, State of Montana, as described in Exhibit A attached hereto.

The word "premises" when used herein means said strip of land whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is approximately as shown colored red on Exhibit B attached hereto.

Said premises shall be 33 feet in width on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any land described herein is not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, that any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

BLM Serial No. M31069
 Filed For Records:
 Date January 29, 1974
 Book Volume 55 Page 258-262
 Records of Missoula County
 State of Montana
 Auditor's # 342982

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State law on comparable public roads or highways: Provided, that gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and provided further, that cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in the Richmond-Camp Creek Road Right of Way Construction and Use Agreement dated September 11, 1962, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.
- D. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- E. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantor permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantee, Grantee shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by the Grantor for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantor shall prohibit noncommercial use unless provision is made by the Grantor or by the noncommercial users to bear proportionate maintenance costs.

- F. Grantee shall have the right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinabove stated as payable to Grantee for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment as approved by the Regional Forester.

- G. If it is customary in the industry in this locality to require liability insurance at the time commercial users are allowed to use the road, the Grantee shall have the right to require any user of the road for commercial hauling to procure, to maintain, and to furnish satisfactory evidence of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operation on the premises with limits of \$100,000 for injury or death to one person, \$300,000 for injury or death to two or more persons, and \$100,000 for damage to property.
- H. The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Regional Forester. Application for such approval must be in writing and specify the time, method, chemicals, and the exact portion of the right of way to be chemically treated.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road for all purposes necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, that all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, states, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantee or its successors: Provided, that such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

Provided that so long as the Richmond-Camp Creek Road Right of Way Construction and Use Agreement dated September 11, 1962, remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided

the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above mentioned, the Delegation of Authority by the Secretary of Agriculture to the Assistant Secretary for Conservation, Research, and Education, and the Delegation of Authority by the Assistant Secretary for Conservation, Research, and Education to the Chief, Forest Service, effective June 6, 1973 (38 Fed. Reg. 14944), the Delegation of Authority by the Chief, Forest Service, dated June 5, 1968 (33 Fed. Reg. 8552), and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965 (30 Fed. Reg. 5647), the provisions of which have been complied with), on the day and year first above written.

UNITED STATES OF AMERICA

19 Deputy By Lawrence M. Whitfield
Regional Forester
Forest Service
Department of Agriculture

STATE OF Montana)
COUNTY OF Missoula) ss

On the 2nd day of January, 1974, before me, a Notary Public within and for said State, personally appeared Lawrence M. Whitfield, Deputy Regional Forester, Forest Service, Department of Agriculture, and the same person who executed the within and foregoing instrument, who being by me duly sworn according to law, did say that he is the Deputy Regional Forester, Forest Service, Department of Agriculture, and that said instrument was signed in behalf of the United States of America by its authority duly given and by him delivered as and for its act and deed. And he did further acknowledge that he executed said instrument as the free act and deed of the United States of America, for the purposes and consideration herein mentioned and set forth, and I do hereby so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

SEAL

15/ N. H. Wittmayer
Notary Public for the State of Montana
Residing at Missoula, MT.
My commission expires 2/29/76

Approved RWP [Signature]

Lolo National Forest
Richmond-Camp Creek Area

EXHIBIT A

The road rights-of-way herein granted traverse National Forest land described as follows:

<u>Project Road No.</u>	<u>Tps.</u>	<u>Rs.</u>	<u>Seos.</u>	<u>Subdivision</u>
Spur #1	17N	15W	8	E $\frac{1}{2}$ NW $\frac{1}{4}$, lots 2 and 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$;
	17N	15W	5	
Road #685	17N	15W	5	lots 2 and 3
Spur #2	17N	15W	5	lots 1 and 2 S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ lots 3 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
	18N	15W	32	
	17N	15W	4	
Spur #3	18N	15W	32	E $\frac{1}{2}$ SE $\frac{1}{4}$
Spur #4	18N	15W	32	NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$
Camp Inez Rd. #4362	18N	15W	32	W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
	18N	15W	28	
Richmond Creek Road #671	18N	16W	12	SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$
	18N	15W	6	
	18N	15W	8	
Spur #5	18N	16W	12	E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Saddle Road #4368	18N	15W	6	SE $\frac{1}{4}$