

EASEMENT DEED

H.I.B.
KNOW ALL MEN BY THESE PRESENTS, That Harbor Plywood Corporation, a Delaware corporation, and the Northern Pacific Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Grantors", do hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., and assigns, hereinafter called the "Government", an easement and right of way, including the right, privilege and authority to locate, construct, maintain, patrol and repair a roadway and electric and telephone transmission lines over, along and across the following described real property situated in the County of Skamania, State of Washington, to-wit:

Parcel #1 A strip of land 66 feet in width traversing the following described real property:

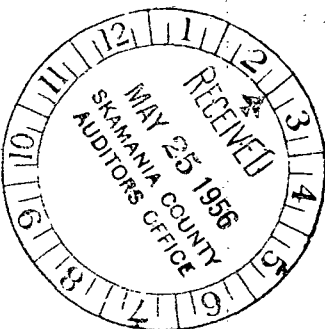
SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 17, T. 7 N., R. 5 E., W.M.

The said strip being 33 feet in width on each side of a center line of an existing road as located on the ground and described and designated in green on the attached map marked Exhibit A, which is attached hereto and made a part hereof.

Parcel #2 A strip of land 66 feet in width traversing the following described real property:

SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 17, T. 7 N., R. 5 E., W.M.

The said strip being 33 feet in width on each side of a centerline of a road as located and to be constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, said center line is located as designated in red and described on Exhibit A which is attached hereto and made a part hereof.



Together with reasonable rights of ingress, egress and regress to and from said lands for the purposes designated.

This easement is subject to an easement dated September 30, 1953 granted by Harbor Plywood Corporation to Weyerhaeuser Timber Company for a road across the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 17, T. 7 N., R. 5 E., W.M., recorded December 3, 1953 in Volume 37 of Deeds, Page 326, of Skamania County.

The Grantors reserve to themselves, their successors and assigns, the right to cross and recross said strip of land at any place on grade or otherwise by any means and for any purpose and the right to use, maintain, patrol and reconstruct said road for any purpose in such manner as not unreasonably to interfere with the use of said roadway by the Government or its authorized users, or cause substantial injury thereto; Provided, that during periods when Grantors, their successors or assigns use said road they will perform their share of road maintenance on the portion so used, or will contribute to the cost of said maintenance, so that the road shall be left at the termination of each such use in a condition equal to that obtaining at the beginning thereof.

The Grantors reserve to themselves, their successors and assigns, all timber on said right of way, provided that the Government or its timber purchasers shall have the right to remove timber upon the right of way to the extent necessary for the construction or betterment of said road. Such timber shall be cut in logs of standard length with proper trim allowance and shall

be decked horizontally along said right of way and shall be free from stumps, limbs or other debris. Grantors expressly reserve the right to enter upon such strip of land to remove said decked timber and remove standing timber in the usual and customary manner.

The rights, privileges and authorities herein granted are for full use and enjoyment by the Government for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forests or the resources thereof, and, insofar as compatible therewith, the Government may extend such rights and privileges to others; Provided such use by others shall be controlled so it will not interfere unduly with use of the road by the Grantors.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted, but if the Government:

1. Shall cease for a period of five years to use the rights, privileges and authorities for the purposes granted;
2. Shall abandon the use of the easement herein granted; or
3. Shall refuse to permit Grantors to use the Swift Creek Road System, as it existed at the time the plat attached hereto as Exhibit B was prepared or as it may have been thereafter or may be hereafter relocated or extended, for the purpose of managing their lands or

hauling forest products,
then, in any such event, Grantors may terminate this easement and
all rights hereunder shall revert to the holder of the fee title
to the lands.

IN WITNESS WHEREOF, the Grantors have caused this instru-
ment to be executed by their duly authorized officers and their
corporate seals to be hereunto affixed this 2nd day of
May, 1956.

HARBOR PLYWOOD CORPORATION

By Martin Rosegger
Its President

By Edna L. Lusk
Its Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By Ed S. Stanton
Its Vice President

By Wm. J. Archel
Its Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF GRAYS HARBOR)

On this 2nd day of May, 1956, before me, a Notary Public in and for said county and state, personally appeared MARTIN N. DEGGELLER and ELVIN BYLES, to me known to be the President and Secretary respectively, of the corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such corporation executed the same as its free and voluntary act and deed for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the corporation by authority of its board of directors, and that the seal affixed is the corporate seal of said corporation.

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

Rosa Mates
Notary Public in and for the
State of Washington
Residing at Aberdeen, Washington
My Commission expires April 10, 1960

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 18th day of May, 1956, before me, a Notary Public in and for said county and state, personally appeared

E. B. STANTON and A. M. Gottschald

to me known to be the VICE PRESIDENT and Secretary respectively, of the corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such corporation executed the same as its free and voluntary act and deed for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the corporation by authority of its board of directors, and that the seal affixed is the corporate seal of said corporation.

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

R. A. Amberg
Notary Public in and for the
State of MINNESOTA
Residing at ST. PAUL, MINN.
My commission expires DECEMBER 29, 1960.

ROOM 11 AG 515

RIGHT OF WAY PLAT

GIFFORD PINCHOT NATIONAL FOREST

T. 7 N., R. 5 E., W.M. SKAMANIA COUNTY WASHINGTON

SCALE: 1 IN. = 400 FT.
REDUCED: 1 IN. = 800 FT.

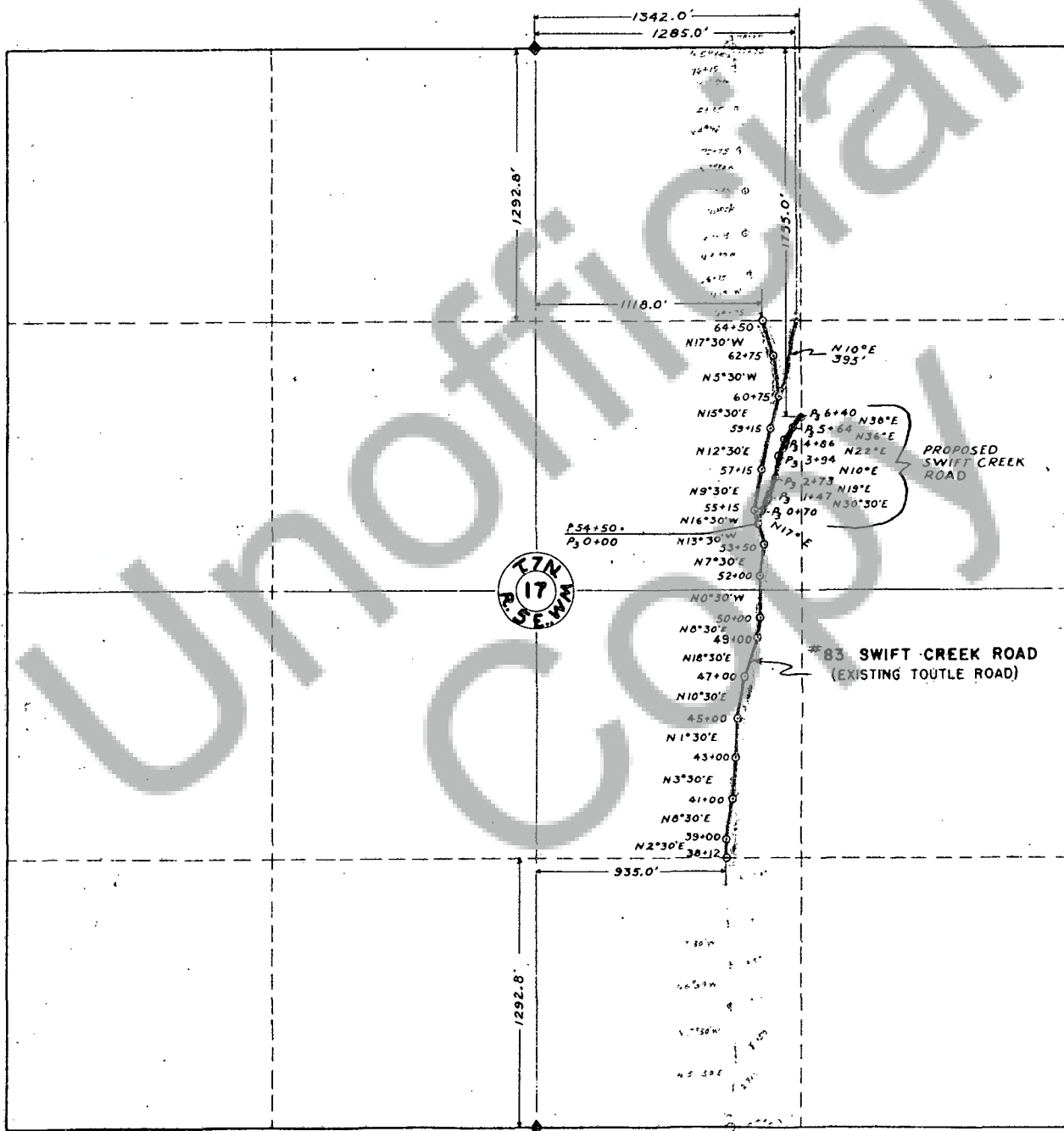


EXHIBIT "A"

TWP. 7-N

1904

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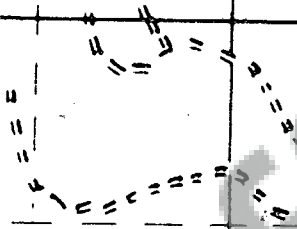
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FILE NO. 41-4517

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EXHIBIT - "B"