EASEMENT DEEDClear Creek Ridge Road

KNOW ALL MEN BY THESE PRESENTS, that NORTHWEST DOOR COMPANY, a corporation organized and existing under the laws of the State of Washington, hereinafter called the "Grantor", does 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:

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

$E\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 24, and W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, T. 8.N., R. 6 E., W.M.

The said strip being 33 feet in width on each side of a center line of a road, located approximately as shown on Exhibits A and B, which are hereto attached and made a part hereof, with as much additional width as required for adequate protection of cuts and fills. Said center line shall follow the described preliminary center line as closely as topography and Forest Service road standards shall permit, and at no time shall the said center line be more than 50 feet distant from the described preliminary center line; together with reasonable rights of ingress, egress and regress to and from said lands at the northerly and southerly termini thereof, for the purposes designated.

It is understood that it may be necessary for the Grantee to go upon Grantor's lands immediately adjoining the described

right of way for the purposes of road construction, and permission to do so for such limited purposes is hereby granted.

It is expressly understood that the Grantor shall not be liable for any part of the initial construction cost of the road across the above described land as authorized herein, except in so far as the Grantor may be required to bear this cost under a timber sale contract with the Government.

The Grantor reserves to itself, its 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 normal and reasonable purpose for which the road was designed and particularly for the purpose of transporting thereover timber and other forest products in any one load on trucks equipped with log bunks of a maximum width of 12 feet, any use or other activity by Grantor not unreasonably to interfere with use of said road by the Government or its users or cause substantial injury thereto; Provided, That during periods when Grantor or its successors or assigns shall use said road it will perform or cause to be performed or contribute or cause to be contributed its share of road maintenance on the portion so used, on the basis of their prorata share of the total volume of logs hauled over said road during period of Grantor's use, 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 Grantor reserves to itself, its 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 lengths

located by Grantor, with proper trim allowance and shall be decked horizontally along said right-of-way and shall be free from stumps, limbs or other debris; Provided that in the event the Government authorizes its timber purchaser to cut and remove timber upon the right-of-way, such purchaser shall pay as liquidated damages Ten Dollars (\$10.00) per thousand feet, board measure, for any logs improperly cut as mutually determined by the Grantor and the Government. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber and remove standing timber in the usual and customary manner, free of all costs except for road maintenance cost.

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, in so far 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, in the opinion of the Regional Forester, interfere unduly with use of the road by the Grantor. The Regional Forester, in exercising his judgment to extend such rights and privileges to others, shall take into consideration the fire conditions in the immediate area adjoining the road and the volume and character of logging traffic currently using said road.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if the Government shall cease for a period of five years to use the rights, privileges and authorities for the purposes granted; shall abandon the use of the easement herein granted; or shall fail to permit Northwest Door the exercise of the rights herein

reserved; or shall refuse to issue and comply with terms of "Regulations Governing Rights of Ingress and Egress" in accordance with rules, regulations and policies related thereto under Section 251.5(d) of Title 36 of the code of federal regulations as amended June 15, 1953 (18 F.R. 3482), and pursuant to the Act of June 4, 1897 (16 U.S.C. 478) and conforming to those for similar purposes currently being issued to others, authorizing Grantor to construct or use connecting links of the road system which are located on national forest land for access to lands or timber owned by the Grantor; then, in such events, Grantor may terminate this easement and all rights hereunder shall revert to the holder of the fee title to the lands.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 15th day of September, 1955.

NORTHWEST DOOR COMPANY

By

H. E. Tenzler

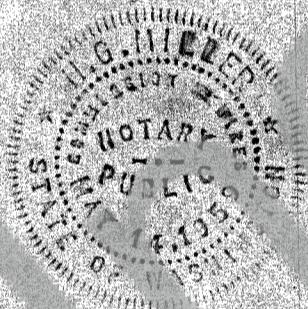
H. E. Tenzler, President

WYOMING

SS.

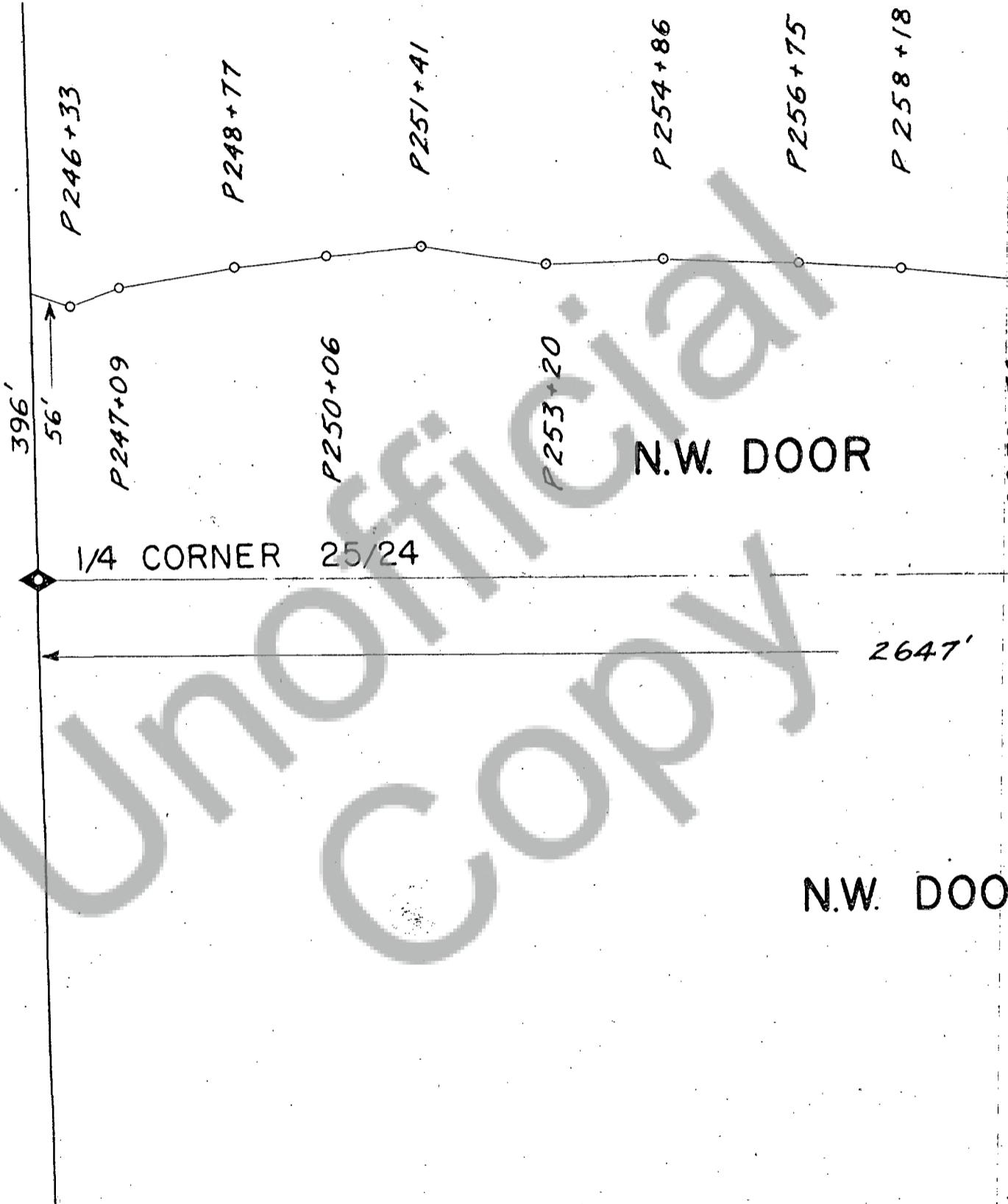
16th day of September, 1955, before me,
in and for said County and State, personally,
C. Tengler and _____,
to be the President and _____,
, of the corporation that executed the within and
instrument and each on oath acknowledged to me that such
corporation executed the same as its free and voluntary 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.



H. J. Miller
NOTARY PUBLIC in and for the STATE
OF WASHINGTON, residing at Tacoma.

My Commission Expires: May 14, 1959



N.W. DOOR

U.S.

1/4 CORNER 24/13

4'

U.S.

RIGHT OF WAY PLAT

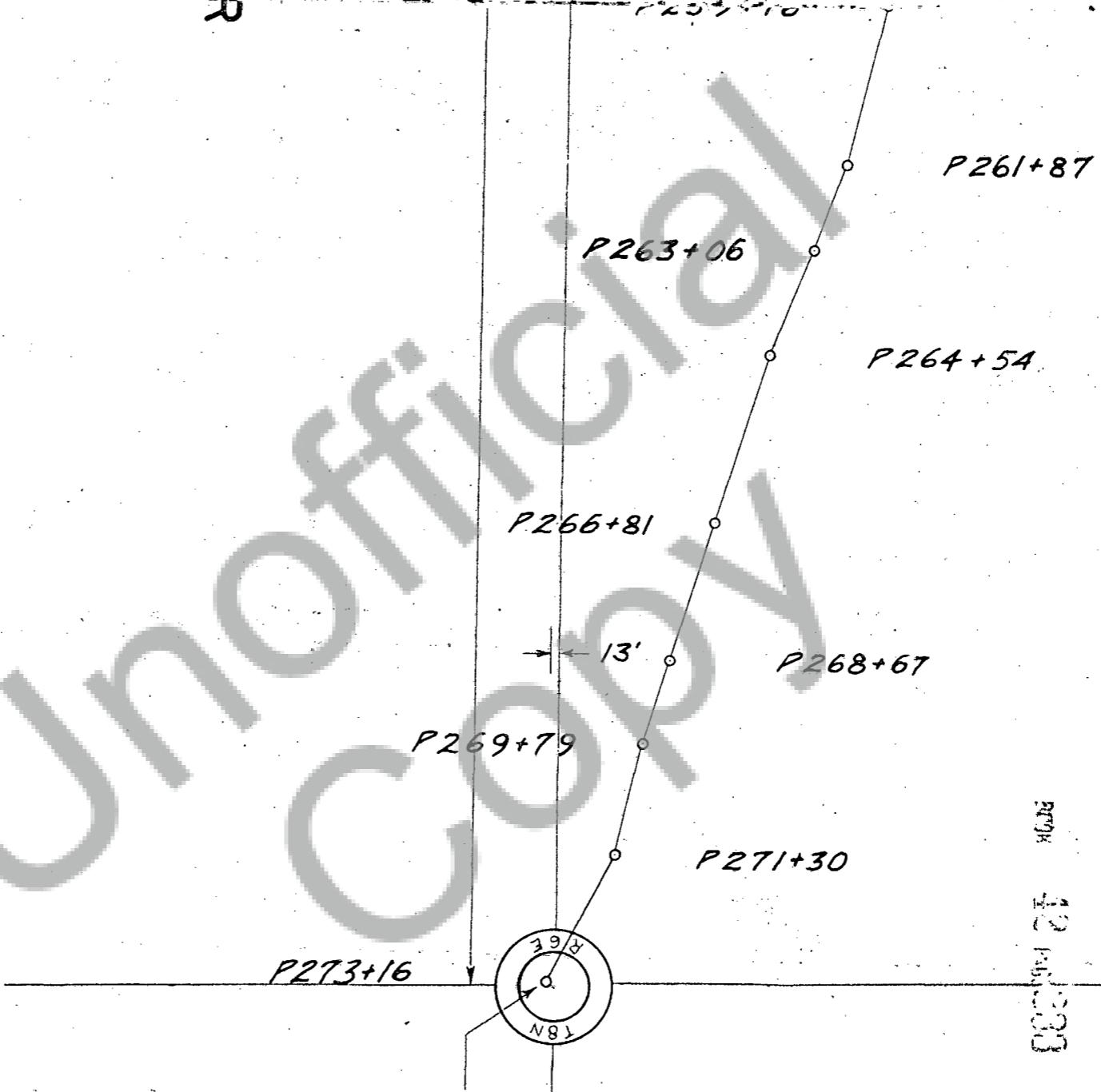
GIFFORD PINCHOT NATIONAL FOREST

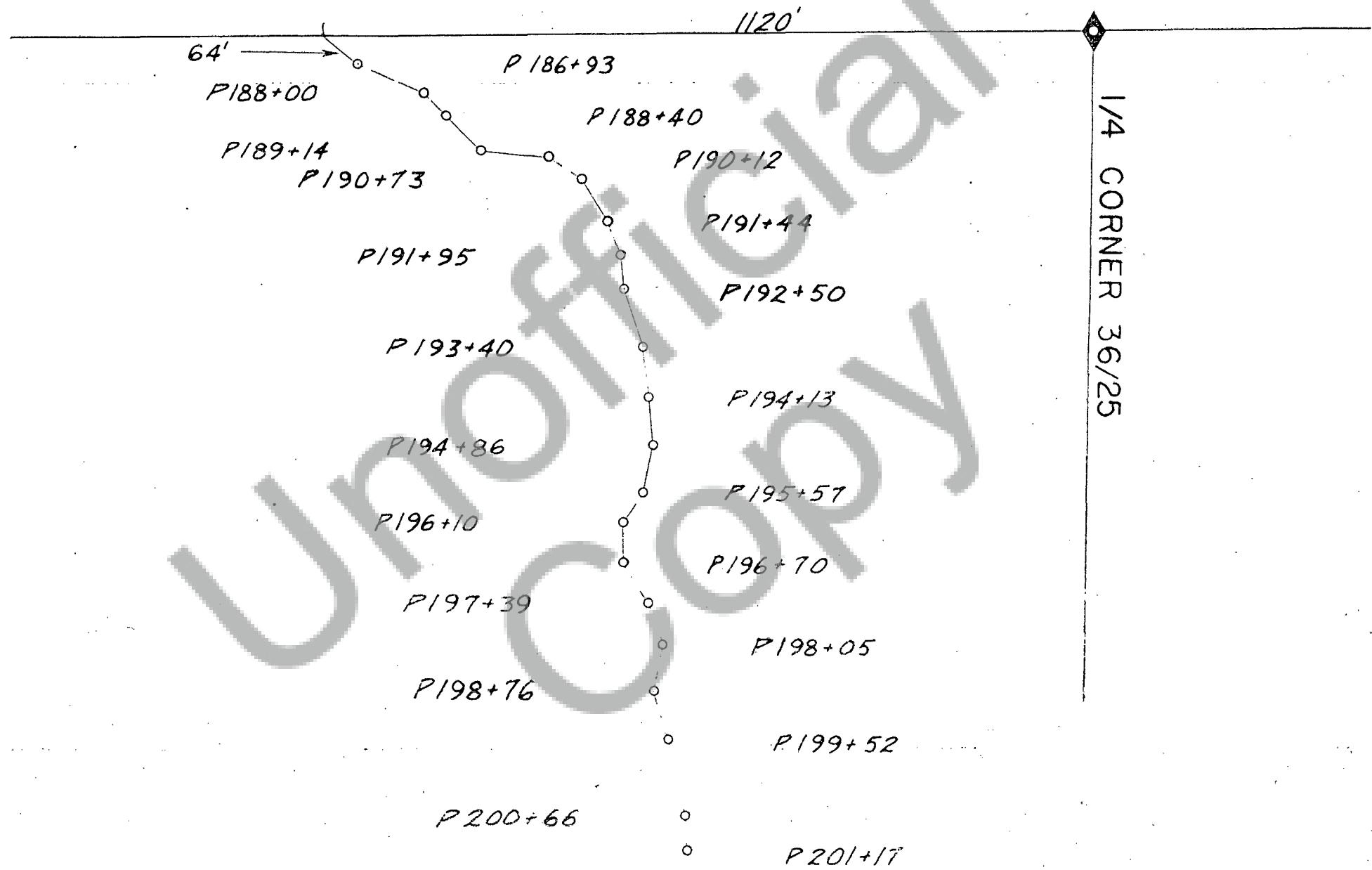
SECTION 24, T.8N., R.6E., W.M.

SKAMANIA COUNTY

WASHINGTON.

SCALE: 1" = 200 FEET





P202+43

P203+75

P205+39

P206+43

P208+23

P210+00

P212+07

P214+03

P216+00

P203+30

P204+50

P206+01

P207+38

P209+10

P210+95

P213+01

P215+03

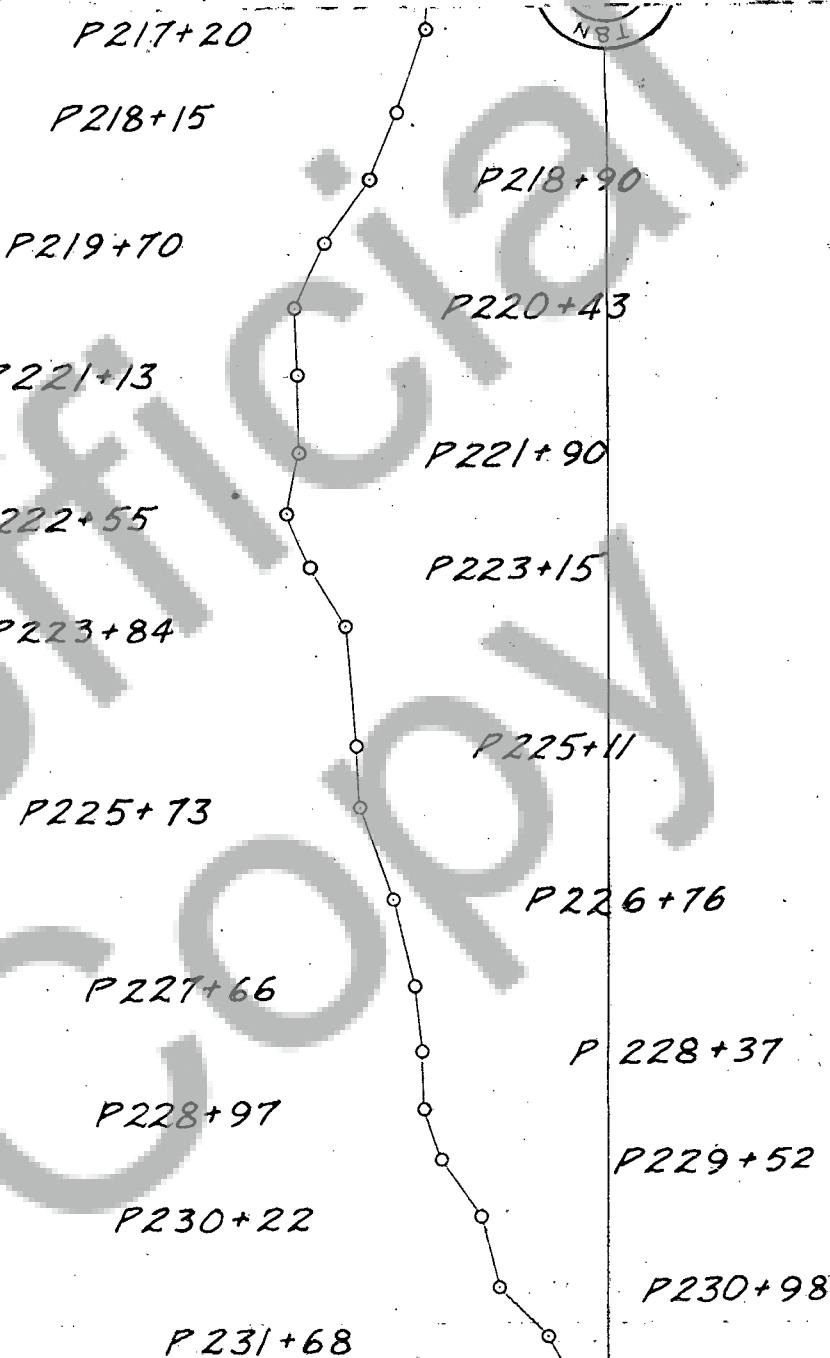
2

(25)

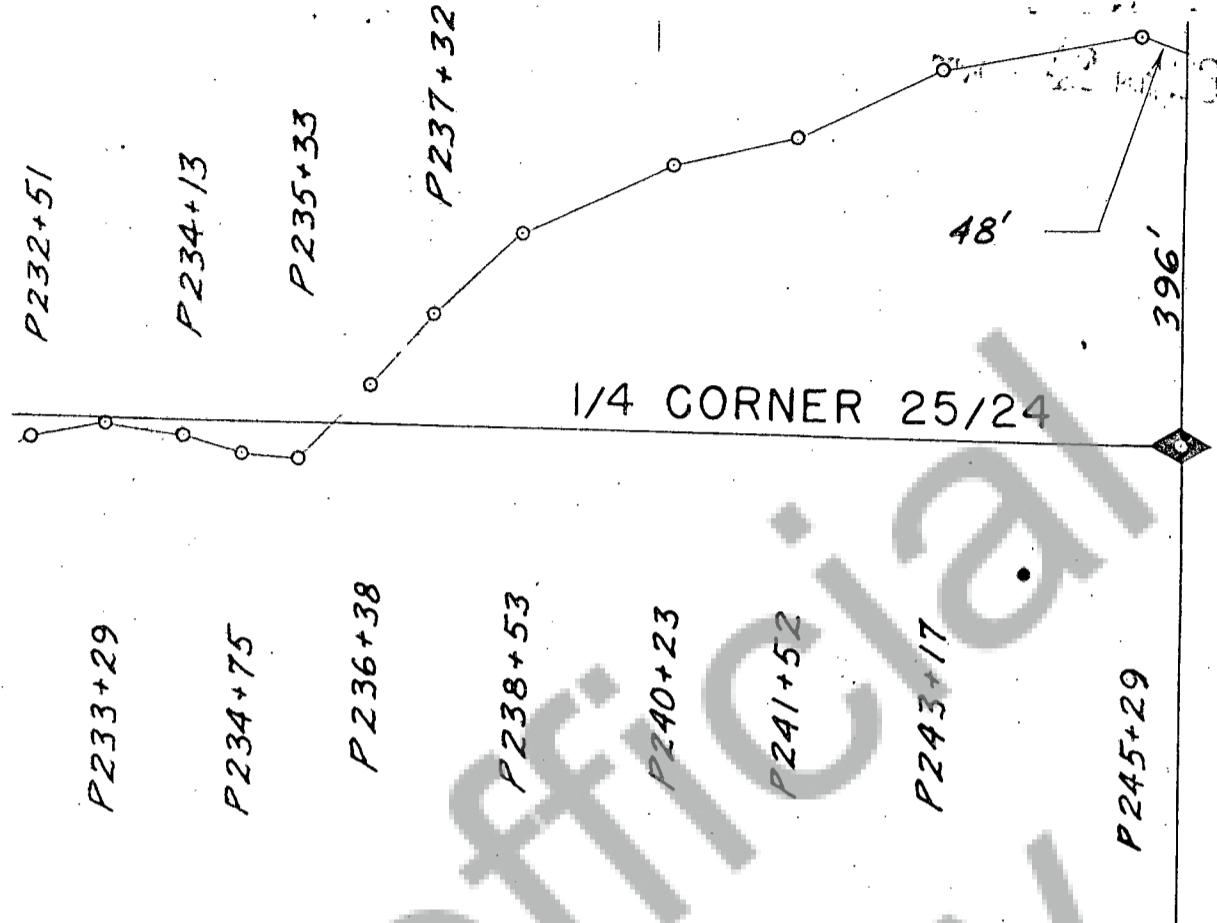
GIFFORD INC
SECTION

R1

SK



PROJ NO. 1237



GHT OF WAY PLAT

HOT NATIONAL FOREST

1 25, T.8N., R.6E., W.M.

AMANIA COUNTY

WASHINGTON.

SCALE: 1" = 200 FEET

(G2)