

RIGHT OF WAY DEED

THIS INDENTURE, made this 6th day of August in the year 1956, between the Northern Pacific Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, Grantor, party of the first part, and the United States of America, acting by and through the Forest Service, U.S.D.A., and assigns, whose post office address is Washington, D.C., party of the second part,

WITNESSETH:

That for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the party of the first part does hereby grant, bargain and sell, dedicate, convey and confirm unto the party of the second part an easement and right of way 66 feet in width or wider, as may be necessary to accommodate needed cuts and fills upon, over and across SE 1/4 Sec. 9, Township 10 North, Range 6 East, T10N, R6E, on the approximate location shown on Exhibit A which is hereto attached and made a part hereof; situated in Okanogan County, State of Washington, to be located on the ground and known as the Quanta Creek Road System.

The center line survey of the said road across the said above-described lands shall be definitely described in a supplemental deed in the same form as this deed, to be executed and delivered when such center line shall have been determined.

The said right of way hereby granted is for the construction, repair, reconstruction, maintenance and operation of a road and the rights, privileges and authorities herein granted are for full use and enjoyment by the United States of America for any and all purposes deemed necessary or desirable in connection with the control, management and administration of the national forest, or the resources thereof, and, insofar as compatible therewith, use by the general public.

This grant is upon the express condition that the Grantor shall at all times have the right to use all portions of the road embraced in said project subject to all applicable laws and regulations and upon the further condition that if the party of the second part shall abandon all or a part of the road embraced in said project the party of the first part shall continue to have the right to use the same subject to all applicable laws and regulations, and in such case the party of the first part shall assume all obligations with respect to maintenance of such road. PROVIDED, That if, at any time hereafter, the said party of the second part shall cease to use the rights, privileges and authorities for the purpose granted for a period of five years, then said easement for said right of way shall revert to said party of the first part, its successors, administrators or assigns, and in such event the said party of the second part, acting by and through the Regional Forester, Forest Service, U.S.D.A., shall furnish the said party of the first part, upon request, a letter stating the facts respecting such non-use.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed its name and affixed its corporate seal at St. Paul, County of Ramsey, State of Minnesota, the day and year first above written.

Attest:

Walter Archard
Secretary

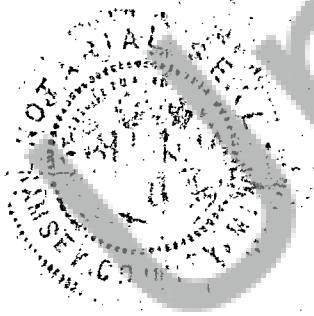
NORTHERN PACIFIC RAILWAY COMPANY,

By *E. B. Stanton*
VICE PRESIDENT

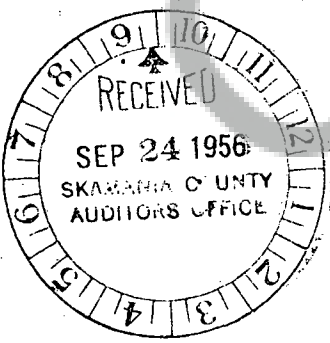
STATE OF MINNESOTA)
: ss
COUNTY OF RAMSEY)

On this 30th day of August, in the year 1956,
before me C. B. THEITS, personally appeared E. B. STANTON
known to me to be the VICE PRESIDENT of the Northern Pacific
Railway Company, the corporation that he executed the within instrument, and
acknowledged to me that he executed the same for and on behalf of such corpor-
ation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal the day and year in this certificate first above written.



C. B. Theits C. B. THEITS
Notary Public for the State of
MINNESOTA, residing at
ST. PAUL, MINN.
My commission expires: Jan. 24, 1958.



RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST
T. 10 N., R. 6 E., W. M.
SKAMANIA COUNTY
WASHINGTON

SCALE: 1 IN. = 800 FT.

