

EASEMENT DEED

N.D.B.
JCM

KNOW ALL MEN BY THESE PRESENTS, that INTERNATIONAL PAPER COMPANY, a New York Corporation, and NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called the "Grantors", in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey to the UNITED STATES OF AMERICA, acting by and through the Forest Service, U.S.D.A., and its 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 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:

NE $\frac{1}{2}$ NE $\frac{1}{2}$ of Section 31, T. 8 N., R. 5 E., W.M.

The said strip being 33 feet in width on each side of a centerline of 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 centerline is located as described on Exhibit A which is attached hereto and made a part hereof.

a. H.

The said right of way hereby granted is for the construction, repair, reconstruction, maintenance and operation of a road and telephone transmission lines, and the rights, privileges and authorities herein granted are for full use and enjoyment by the Government as a forest access road 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 others for other than forestry purposes; provided that such use by others shall be so controlled as not to interfere unduly with use for forestry purposes.

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OCT 30 1958
SKAMANIA COUNTY
AUDITORS OFFICE

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 the Grantors, their successors or assigns, use said road they will perform their share (based on the ratio that their hauling in MBF bears to the total MBF hauled) of road maintenance on the portion so used, or will contribute to the cost of said maintenance, attributable to log hauling and not to use for other purposes, 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, unless some other mutually satisfactory arrangements are reached for the disposition of such timber. In the event the logs are decked along the right of way, the 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 granted under this easement and relating solely to telephone transmission lines are conditioned on the reservation that, in the event said telephone transmission lines shall at any time interfere with any use which the Grantors, their licensees or lessees, shall desire to make of the premises, the Government shall forthwith, at its own expense and on ninety (90) days' written notice, do whatever is necessary to eliminate such interference.

This grant is upon the express condition that the Grantors shall at all times have the right to use, without cost, all portions of the road embraced in said project of which said right of way is a part subject to all applicable laws and regulations and upon the further consideration that if the Government shall abandon all or a part of the road embraced in said project the Grantors shall continue to have the right to use the same subject to all applicable laws and regulations, but in such case the Grantors shall assume all obligations with respect to maintenance of such road. Provided, that if, at any time hereafter, the Government 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 the Grantors, their successors, administrators or assigns, and in such event the Government, acting by and through the Regional Forester, Forest Service, U.S.D.A., shall furnish the Grantors, upon request, a letter stating the facts respecting such non-use.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 1st day of August, 1958.

INTERNATIONAL PAPER COMPANY

ATTEST:

RT Frost
Assistant Secretary

By

J. D. Leland
Vice President

same

OK
of

NORTHERN PACIFIC RAILWAY COMPANY

ATTEST:

Ann M. Schala
Secretary

By

Ed S. Van Ken
VICE PRESIDENT

STATE OF WASHINGTON)
) ss
 County of Cowlitz)

On this 1st day of August, 1958, before me personally appeared J. D. Leland and R. T. Frost, to me known to be the Vice President and Assistant Secretary, respectively, of International Paper Company, one of the corporations that executed the within and foregoing instrument, and acknowledged 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 they were 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.

Grace A. Lyon
 Notary Public in and for the State of
 Washington, residing at Longview.

My Commission expires 10-28-58

STATE OF MINNESOTA)
) ss
 County of Ramsey)

On this 13th day of August, 1958, before me personally appeared E. B. STANTON and A. M. Gottschald, respectively, of Northern Pacific Railway Company, one of the corporations that executed the within and foregoing instrument and acknowledged 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 they were 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
 J. W. THAYER,
 Notary Public, Ramsey County, Minn.
 My Commission Expires Nov. 17, 1964

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

T. 8 N., R. 5 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 1 IN. = 800 FT.

