

T. & M. Contract  
No. 5476

Easement Deed  
No. 26175-W

N O R T H E R N P A C I F I C R A I L W A Y C O M P A N Y

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THIS INDENTURE, made this 15th day of March, A. D. 1963, between the NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, Grantor, and the UNITED STATES OF AMERICA, whose post office address is Washington, D. C., Grantee, WITNESSETH:

H.I.B. That for and in consideration of the grant of reciprocal rights-of-way and the sum of One Dollar (\$1), the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, and its assigns, an easement and right-of-way for a road to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, over, upon, along and across the following described premises situated in the County of Skamania, State of Washington, to-wit:

A right-of-way 66 feet in width or wider as may be necessary to accommodate needed cuts and fills upon, over and across that portion of Government Lot seven (7), Section thirteen (13), Township nine (9) North, Range five (5) East of the Willamette Meridian and located approximately as shown colored red on Exhibit A attached hereto and by this reference made a part hereof.

If the road is located substantially as described herein, the center line of the road as constructed is hereby deemed accepted by the grantor as the true center line of the easement granted.

Together with such reasonable rights of temporary use of the Grantor's lands immediately adjacent to said right-of-way as may be necessary for the construction, reconstruction, improvement and maintenance of said road.

This conveyance is made subject to the following reservations:

1. The Grantor reserves to itself, its successors and assigns, the right to cross and recross the land covered by said right-of-way and any road thereon at any point for any and all purposes, and further reserves in accordance with a share-cost agreement entered into between the Grantor and Grantee the right to share in the construction, reconstruction and improvement of the road and the right to use the road so constructed, reconstructed and improved, without cost except for maintenance and resurfacing when used for commercial

Certified correct as to consideration  
description and conditions.

hauling purposes, in such manner as not unreasonably to interfere with the use of said road by the Grantee, or its authorized users, or cause substantial injury thereto; provided, that during periods when the Grantor, its successors or assigns, uses said road, its use will be subject to such traffic control regulations as the United States may impose upon or require of haulers of forest or other products, and provided further that Grantor shall perform its share of road maintenance and resurfacing on the portions so used, or contribute to the cost of said maintenance and resurfacing, so that its proportionate share (based on the ratio that its hauling bears to the total hauling during said period of use) of the cost of maintaining and resurfacing the road, to the extent necessary to restore the road to the condition existing at the start of the use, will be paid or performed.

2. The Grantor reserves to itself, its successors and assigns, all timber on said right-of-way, provided that the Grantee, or its timber purchasers, shall have the right to cut timber upon the right-of-way to the extent necessary for the construction or betterment of said road. The Grantor further reserves the right to grow and harvest future forest crops on that portion of said right-of-way not actually used for road purposes.
3. The Grantor reserves to itself, its successors and assigns, the right to charge and to enforce collections from purchasers of National Forest timber for use of said road until such time as the quantity of timber hauled multiplied by unit rates approved by the Regional Forester for such charges or by credits received from the Grantee shall equal 6% of the Grantor's construction, reconstruction and improvement costs of all portions of said road constructed, reconstructed and improved by the Grantor; PROVIDED, that when such charges are to be made any National Forest timber purchased by the Grantor shall be treated as though hauled by someone else.
4. The Grantor reserves to itself, its successors and assigns, the right on any portion of the road maintained and resurfaced by the Grantor to charge purchasers of National Forest timber, haulers of private timber, haulers of mineral products and all other heavy haulers a maintenance charge and a resurfacing charge, the charges to be proportionate to the haulers' use of the road. If any hauler should elect to perform maintenance or resurfacing work in lieu of paying the charge, the work performed shall be proportionate to the hauler's use of the road.
5. The Grantor reserves to itself, its successors and assigns, the right to require any user of said road to post with Grantor bonds to guarantee performance of the obligations of the user under reservations numbered 3 and 4 herein above set forth; PROVIDED, that the amount of such bonds shall be limited to the amount reasonably necessary to secure such performance and approved by the Regional Forester.

The rights, privileges and authorities herein granted are for the use and enjoyment of the Grantee 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, and the rights, privileges and authorities herein granted shall continue as long as used for the purposes granted, but if for a period of five years the Grantee shall cease to use the road, or parts thereof, for the purposes granted, or shall abandon the same, then, in any such events, the premises traversed thereby shall be freed from said easement, or parts thereof, as fully and completely as if this indenture had not been made. In the event of such non-use for the period stated the Regional Forester shall furnish to the Grantor a statement in recordable form evidencing such non-use.

IN WITNESS WHEREOF, the Grantor has caused these presents to be sealed with its corporate seal and signed by its Vice President the day and year first above written.

In Presence of:

NORTHERN PACIFIC RAILWAY COMPANY

Paul E. Kvaam

By

E. B. Stanton  
Vice President

Mady E. Lendway

Attest:

Richard A. Benke  
Assistant Secretary

STATE OF MINNESOTA )

: ss

COUNTY OF RAMSEY )

On this 28th day of March, A.D. 1963, before me personally appeared E. B. STANTON, to me known to be the Vice President of the Northern Pacific Railway Company, 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. H. McCarthy  
Notary Public, Ramsey County, Minn.  
My Commission expires \_\_\_\_\_

J. H. MCCARTHY,  
Notary Public, Ramsey County, Minn.  
My Commission Expires Jan. 6, 1968

# RIGHT OF WAY PLAT

## GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 5 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 1 IN. = 400 FT.

SPIRIT LAKE-IRON CREEK ROAD#100

TRAVERSE TABLE		
No.	STATION	BEARING
1	PC 173 + 67	
	POC 174 + 25	P O B
	PT 175 + 78	
2	PC 176 + 59	N 06° 06' W
	PT 177 + 50	
		N 37° 47' E
3	PC 177 + 97	
	PT 179 + 50	
		N 01° 02' E
4	PC 179 + 96	
	PT 180 + 80	
		N 21° 12' E
5	PC 181 + 81	
	PT 182 + 09	
		N 12° 49' E
6	PC 182 + 84	
	PT 183 + 12	
		N 22° 51' E
7	PC 184 + 94	
	PT 186 + 46	
		N 68° 27' E
8	PC 189 + 66	
	PT 191 + 12	
		S 73° 28' E
9	PC 192 + 10	
	POC 192 + 72	P O E
	PT 195 + 14	

CURVE TABLE				
No.	Δ	L	R	T
1	23° 12' L	211	521	107
2	43° 53' R	91.4	119	48.1
3	36° 45' L	153	239	79.3
4	20° 10' R	84.0	239	42.5
5	08° 23' L	27.9	200	14.0
6	10° 02' R	27.9	159	14.0
7	45° 36' R	152	191	80.3
8	38° 05' R	146	220	76.1
9	09° 07' L	304	1910	152

