

Washington Contract
Number 11030

Easement Deed
No. 26195-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

KNOW ALL MEN BY THESE PRESENTS, that NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin and fully authorized to do business in the State of Washington, hereinafter called the "Grantor", party of the first part, for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey, without warranties, unto the UNITED STATES OF AMERICA and its assigns an easement and right-of-way for a road to be located, constructed, reconstructed, used, operated, patrolled, repaired, and maintained under the authority of the Secretary of Agriculture of the United States hereinafter called the "Government", and known as the Randle-Lewis River Road, Project Number 125, over, upon, along and across the following described premises situated in the County of Skamania, State of Washington, to-wit:

A strip of land of variable width traversing the following described real property:

Government Lot one (1), Section twenty-three (23), Township seven (7) North, Range six (6) East of the Willamette Meridian.

The said strip being 40 feet in width on each side of a centerline as located and constructed on the ground with as much additional width as required for adequate protection of cuts and fills, the said centerline being located and described as shown on Exhibit A which is attached hereto and made a part hereof.

The exact location of the road upon construction is hereby deemed accepted by the Grantor.

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

The Grantor reserves to itself, its successors and assigns, the right to connect to said road such approach roads as are reasonably necessary to provide access to lands and timber owned by the Grantor, provided that the location and character of construction of such connections shall first be approved in writing by the Government, which approval shall not unreasonably be withheld; provided further, that the Grantor shall construct and maintain any such connections at its own expense in condition satisfactory to the Government or its assigns.



The Grantor further 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 cut timber upon the right-of-way to the extent necessary for the construction or betterment of said road. Such timber shall be cut into logs of standard length with proper trim allowances and shall be decked horizontally along said right-of-way and shall be free of stumps, limbs or other debris. Grantor expressly reserves the right to enter upon such strip of land to remove said decked timber, and to remove standing timber in the usual and customary manner without cost, except for his pro rata share of maintenance. 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.

This grant is made subject to all the reservations, terms and provisions of that certain Conveyance of Road and Easement between International Paper Company, Northern Pacific Railway Company and St. Regis Paper Company as Grantors to the United States of America dated October 18, 1960 and recorded in Book 48 at page 172, Deed Records of Skamania County, Washington.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 11th day of June, 1963.

In Presence of: NORTHERN PACIFIC RAILWAY COMPANY

Beatrice E. Michels By E. B. Stanton
Title Vice President
Bernette A. Erickson Attest: Richard A. Beulke
Title Assistant Secretary

STATE OF MINNESOTA)
COUNTY OF RAMSEY)

On this day personally appeared before me E. B. STANTON and Richard A. Beulke to me known to be the VICE PRESIDENT and Assistant Secretary, respectively, of the corporation that executed the within and foregoing instrument and 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 they were 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.


Before me this 11th day of June, 1963.

J. W. Thayer
Notary Public, Ramsey County, Minn.
Residing at St. Paul
My commission expires Nov. 17, 1964

3/16/62
HKB

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 7 N., R. 6 E., W.M.
SKAMANIA COUNTY
WASHINGTON

SCALE: 

RANDLE-LEWIS RIVER ROAD 125.3

CURVE TABLE				
NO	Δ	L	R	T
3	64°45'	791'	70L	444'

TRAVERSE TABLE		
NO	STATION	BEARING
	POT 5+82.0	POINT OF BEGINNING N 53°30'E
3	PC 9+98	
	PT 17+89	
		SUB TAN N 51°47'E
	POC 10+18.98	

