

344'18

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RIGHT-OF-WAY EASEMENT DEED

THIS INDENTURE, made this 30th day of November, 19 64, between NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, and INTERNATIONAL PAPER COMPANY, a corporation organized and existing under the laws of the State of New York, Grantors, and the UNITED STATES OF AMERICA, whose post office address is Washington, D. C., Grantee, WITNESSETH:

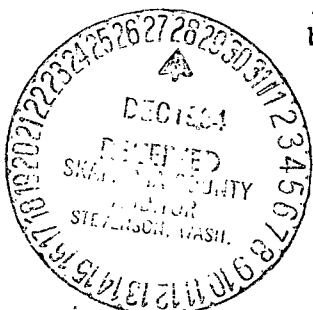
RJC
That for and in consideration of the grant of reciprocal rights-of-way and the sum of \$1.00, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey unto the Grantee and its assigns an easement for a road to be located, constructed, reconstructed, improved, used, operated, patrolled and maintained, over, upon, along and across certain land situated in the County of Skamania, State of Washington, which easement, road and land is more particularly described as follows:

Easements hereby granted for roads described as "Part One Roads" over existing roads and for roads to be located and constructed are exclusive easements for all purposes, subject only to the reservations, terms and conditions hereinafter set forth.

DESCRIPTION

The easement herein granted is 66 feet in width, with such additional width as may be required for adequate cuts and fills, and traverses the described premises according to the following general courses and distances:

Beginning at Engineer's centerline station P.O.T. 0+00.0, a point 77.0 feet North and 707.3 feet West of the Southeast corner of Section 9, Township 8 North, Range 6 East, Willamette Meridian, at which point centerline leaves the centerline of Road N83.3 which is a road traversing the property of Northern Pacific Railway Company, continuing and shortening the sidelines so as to originate at the road shoulder; then N. 86° 30' W. 63.0 feet to station P.C. 0+63.0; thence along 25.0 foot radius curve to the left, subtending a central angle of 69° 45' 30.0 feet to station P.T. 0+93.0; thence S. 23° 45' W. 73.9 feet to station P.O.T. 1+66.9, a point on the Southern boundary of the SE¼ SE¼ of Section 9 from which the Southeast



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corner of Section 9 bears N. 89° 54' W. 823.7 feet, at which point centerline leaves the property of Northern Pacific Railway Company, extending and shortening sidelines so as to terminate at the property line.

The said strip being 33 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 cuts and fills, the said centerline being located and described as shown on Exhibit A which is attached hereto and made a part hereof.

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

Together with such reasonable rights of temporary use of the Grantors' 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, terms, and conditions:

1. The Grantors reserve to themselves, their 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 reserve in accordance with a share-cost agreement entered into between the Grantors 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 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 Grantors, their successors or assigns, use said road their 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 Grantors shall perform their share of road maintenance and resurfacing on the portions so used, or contribute to the cost of said maintenance and resurfacing, so that their proportionate share (based on the ratio that their 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 Grantors reserve to themselves, their 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 Grantors further reserve 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 Grantors reserve to themselves, their 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 the Grantee's share of the Grantors' construction, reconstruction and improvement costs of all portions of said road constructed, reconstructed and improved by the Grantors; Provided, that when such charges are to be made any National Forest timber purchased by the Grantors shall be treated as though hauled by someone else.
4. The Grantors reserve to themselves, their successors and assigns, the right on any portion of the road maintained and resurfaced by the Grantors 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 Grantors reserve to themselves, their successors and assigns the right to require any user of said road to post with Grantors 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 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 Grantors a statement in recordable form evidencing such non-use.

IN WITNESS WHEREOF, the Grantors have caused these presents to be sealed with their corporate seals and signed by their duly authorized representatives the day and year first above written.

ATTEST:

Richard A. Benike
Title Assistant Secretary

NORTHERN PACIFIC RAILWAY COMPANY

By [Signature]
Title VICE PRESIDENT

ATTEST:

[Signature]
Title Assistant Secretary

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz
Title Manager of Woodlands

STATE OF WASHINGTON)
: ss
COUNTY OF COWLITZ)

On this 18th day of December, A. D., 1964, before me personally appeared Ali J. Sandoz, to me known to be the Manager of Woodlands, Western Operations, Long-Bell Division of International Paper Company, one of the corporations that 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 first above written.

Kiema R. Whitney
Notary Public in and for the State
of Washington, residing at Longview
My Commission Expires 3-26-66

STATE OF MINNESOTA)
: ss
COUNTY OF RAMSEY)

On this 8th day of December, A. D., 1964, before me personally appeared E. B. STANTON, to me known to be the VICE PRESIDENT of Northern Pacific Railway Company, one of the corporations that 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 first above written.

[Signature]
J. W. THAYER,
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 12, 1971

RIGHT OF WAY PLAT

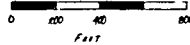
GIFFORD PINCHOT NATIONAL FOREST

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

SKAMANIA COUNTY

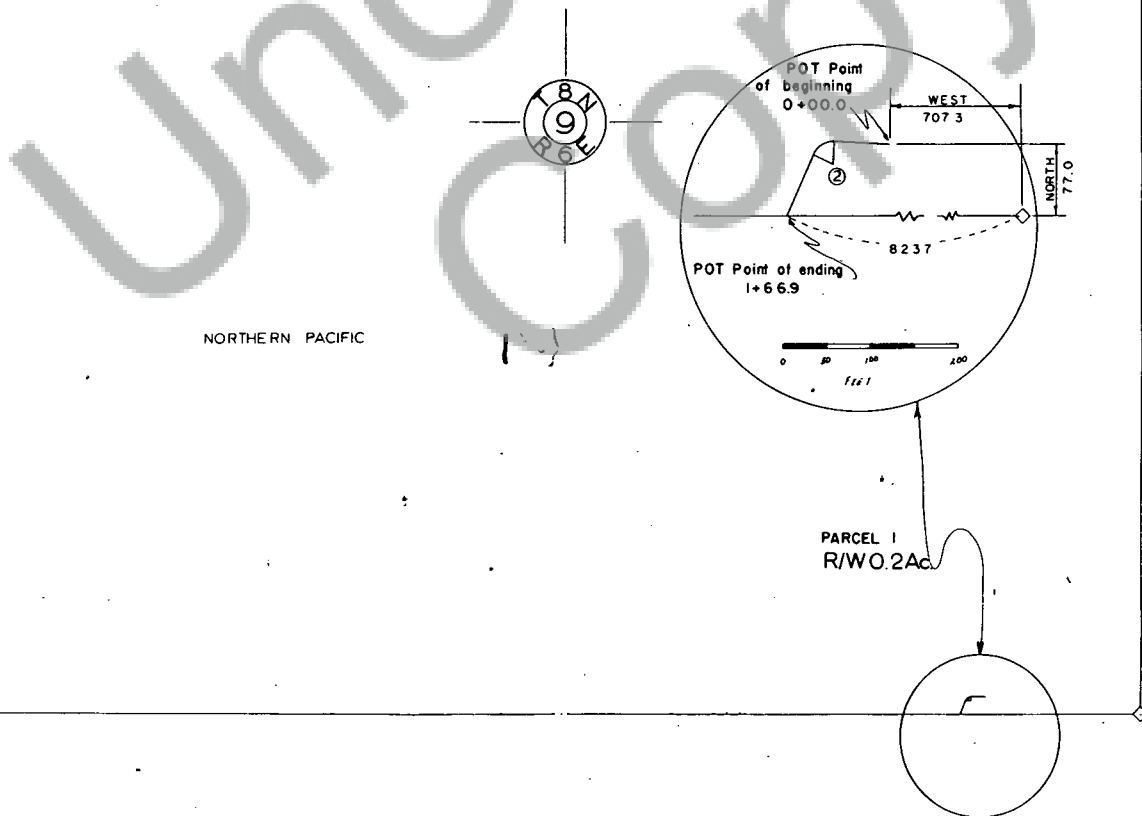
WASHINGTON

SCALE:



TRAVERSE TABLE			
NO.	STATION	BEARING	DISTANCE
PARCEL 1			
	POT 0+00.0	Point of beginning	
		N 86° 30' W	63.0
2	PC 0+63.0		
	PT 0+93.0		
		S 23° 45' W	73.9
	POT 1+66.9		

CURVE TABLE				
NO.	Δ	R	T	L
PARCEL 1				
2	69° 45'	L	250.17.0	30.0



NORTHERN PACIFIC