

66190

BOOK 55 224

T&M Contract
No. 6237

Easement Deed
No. 26519-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

H. K. B.

THIS INDENTURE, made this 9th day of December, in the year 1965, 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., Grantee, 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 the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 9, Township 10 North, Range 6 East, W.M., on the location shown on Exhibit A which is hereto attached and made a part hereof; situated in Skamania County, State of Washington, located on the ground and known as part of the Quartz Creek Road System.

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, its successors and assigns, shall, to the extent permitted by Federal law and regulations, 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 consideration 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, but in such case, the party of the first part shall assume all obligations with respect to maintenance of such road.

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.

Certified correct as to consideration
description and conditions.
1-4-66
M. A. [Signature]



On the 6th day of August, in the year 1956, the Grantor conveyed to the Government an easement for road construction. Said easement was filed for record the 24th day of September, 1956 and recorded in Book 42 of Deeds, page 284, under Auditor's fee No. 51189 of the records of Skamania County, State of Washington. At that time the general direction and visual location of the road to be constructed was known, but a more specific description was not available. It was then intended by the Grantor and the Government that at such time as a more specific description was available, said previous easement would be reformed to include said specific description. Said specific description is now available and set forth herein. It is intended by the Grantor and the Government that this instrument of reformation does not include additional land for easement purposes and is for the purpose of clarifying said previous easement. It is further intended by the parties hereto that this document is to supersede and render ineffective said previous deed.

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:

NORTHERN PACIFIC RAILWAY COMPANY

Richard A. Beulke
Assistant Secretary

By E. B. Stanton
VICE PRESIDENT

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

On this 21st day of December, A. D. 1965, 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. W. Thayer
J. W. THAYER,
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1971

RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

T. 10 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE: 1 IN. = 400 FT.

REDUCED: 1 IN. = 800 FT.

ROAD 1203

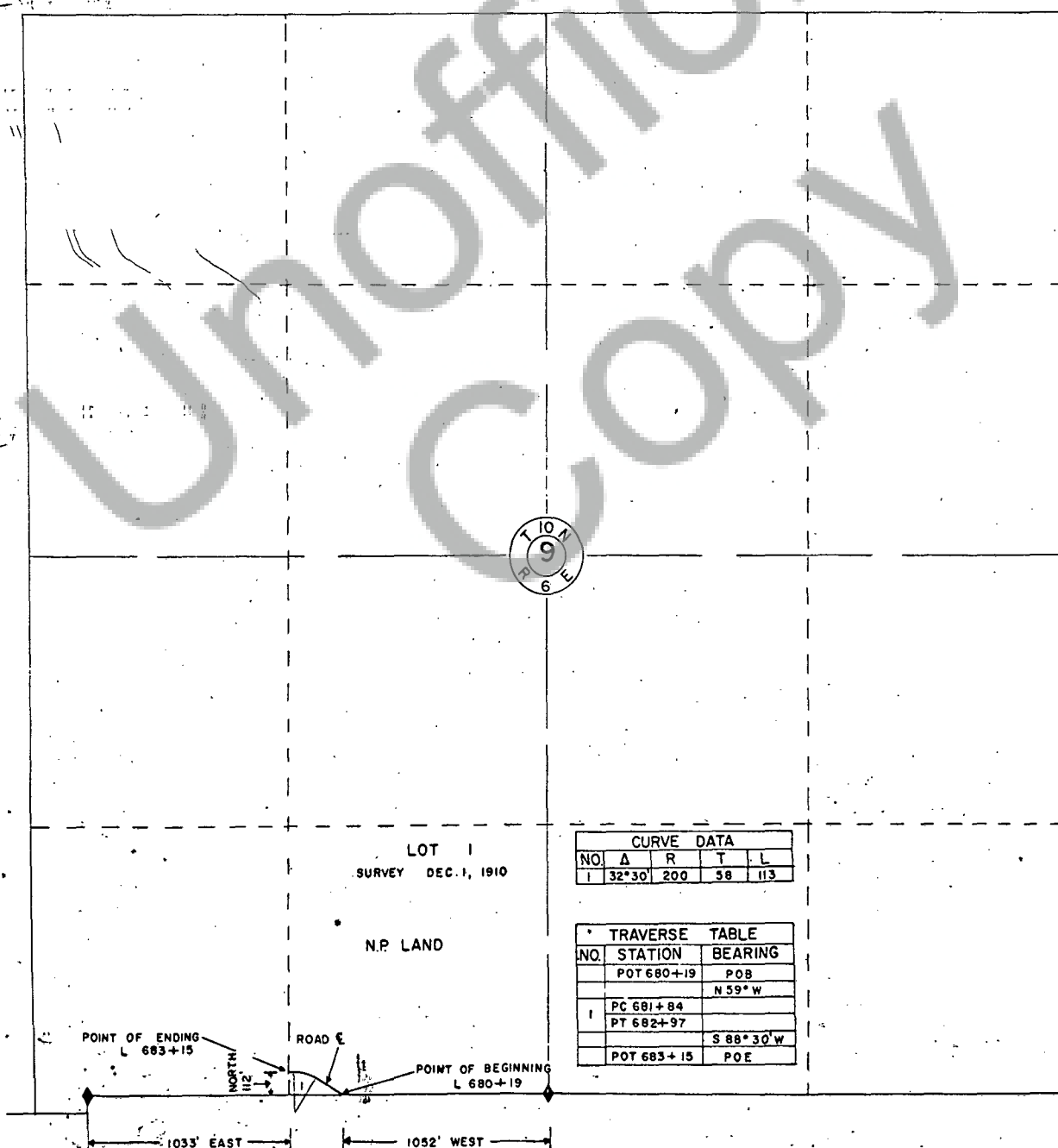


EXHIBIT A