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T.&M. Contract
No. 5476

Easement Deed
No. 26512-W

EASEMENT

THIS EASEMENT, dated this 19th day of November, 1965, from NORTHERN PACIFIC RAILWAY COMPANY, a corporation of the State of Wisconsin, hereinafter called "Grantor," to the UNITED STATES OF AMERICA, hereinafter called "Grantee," WITNESSETH:

Rgs Grantor, for and in consideration of the grant of reciprocal right-of-way and the sum of one dollar (\$1.00), received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual easement for a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Skamania, State of Washington:

Spirit Lake-Iron Creek Road No. 100 beginning at its junction with Spirit Lake-Iron Creek Road No. 100 in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, T9N, R5E, W.M., and crossing lands of the Grantor in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13, T9N, R5E, W.M., and terminating at a point on the east line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 13.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean roads now existing or hereafter constructed on the premises or any segment of such roads.

The location of said premises is approximately as shown colored red on Exhibit A attached hereto.

Said premises shall be 33 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The acquiring Agency is the Forest Service, Department of Agriculture.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

- A. Except as hereinafter limited, Grantee shall have the right to use the road on the premises without cost for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands or

Contract entered into in consideration
description and conditions.

Planned by G. H. Hall 1-11-66

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resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee alone may extend rights and privileges for use of the premises to other Government Departments and Agencies, States, and local subdivisions thereof, and to other users including members of the public except users of lands or resources owned or controlled by Grantor or its successors: Provided, That such additional use also shall be controlled by Grantee so it will not unreasonably interfere with use of the road by Grantor or cause the Grantor to bear a share of the cost of maintenance greater than Grantor's use bears to all use of the road.

- B. Grantee shall have the right to cut timber upon the premises to the extent necessary for constructing, reconstructing, and maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into logs of lengths specified by the timber owner and decked along the road for disposal by the owner of such timber.
- C. The costs of road maintenance shall be allocated on the basis of respective uses of the road.

During the periods when either party uses the road or Grantee permits use of the road by others for hauling of timber or other materials, the party so using or permitting such use will perform or cause to be performed, or contribute or cause to be contributed that share of maintenance occasioned by such use of the road.

On any road maintained by Grantor, Grantor shall have the right to charge purchasers of National Forest timber and other commercial haulers, or to recover from available deposits held by Grantee for such purchasers or haulers, reasonable maintenance charges based on the ratio that said hauling bears to the total hauling on such road. Grantee shall prohibit noncommercial use unless provision is made by Grantee or by the noncommercial users to bear proportionate maintenance costs.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

- 1. The right to use the road for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, and utilization of Grantor's lands or resources, now or hereafter owned or controlled, subject to the limitations herein contained, and subject to such traffic-control regulations and rules as Grantee may reasonably impose upon or require of other users of the road without reducing the rights hereby reserved: Provided, however, That any timber or other materials hauled by the Grantor from lands now owned by third parties in the agreement area as shown on Exhibit A attached hereto shall be treated as though hauled by someone else and: Provided further, That the right to use the road for the purpose of operating and moving specialized logging vehicles and other equipment shall not be restricted, except as follows:

Subject to compliance with legal maximum dimensions and weights of motor vehicles imposed by State Law on comparable public roads or highways: Provided, That gross weights of equipment or vehicles shall not exceed the capacity of bridges and other structures, and Provided further, That cleated equipment shall not be used on paved roads.

2. The right to cross and recross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with use of the road.
3. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.
4. The right to require any user of the road for commercial or heavy hauling purposes to post security guaranteeing performance of such user's obligations with respect to maintenance of the road and with respect to payment of any charges hereinbefore stated as payable to Grantor for use of the road: Provided, the amount of such security shall be limited to the amount reasonably necessary to secure such payment, as approved by the Regional Forester.

Provided, That so long as the Independence Pass Area Road Right-of-Way Construction and Use Agreement dated March 28, 1963 remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to, construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, for the purposes granted, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed for the purposes granted, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantor, its successors, or assigns a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.

Attest:

NORTHERN PACIFIC RAILWAY COMPANY

By Russell H. Smith

By H. J. Stanek

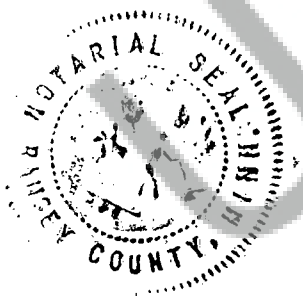
Title Secretary

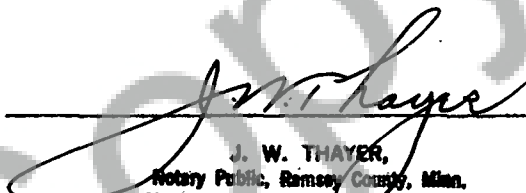
Title VICE PRESIDENT

STATE OF MINNESOTA)
: ss
COUNTY OF RAMSEY)

On this 15th 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,
Notary Public, Ramsey County, Minn.
My Commission Expires Nov. 17, 1971

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

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

SKAMANIA COUNTY

WASHINGTON

SCALE: 0 200 400 600 800 FEET

SPIRIT LAKE — IRON CREEK ROAD NO. 100

N
MAGNETIC

CURVE TABLE				
NO	Δ	RADIUS	TANGENT	LENGTH
①	22°30	400	79.6	157.1
②	7°30	—	—	—
③	15°00	—	—	—
④	07°00	—	—	—
⑤	14°30	—	—	—
⑥	11°30	—	—	—
⑦	18°15	—	—	—
⑧	7°30	—	—	—
⑨	20°00	400	70.5	139.6

TRAVERSE TABLE		
NO	STATION	BEARING
		N22°51' E
①	PC 184+50.0 PT 186+07.1	
		N45°21' E
②	PI 187+10	
		N52°51' E
③	PI 188+70	
		N37°51' E
④	PI 191+35	
		N42°51' E
⑤	PI 193+03	
		N28°21' E
⑥	PI 194+22	
		N39°51' E
⑦	PI 195+23	
		N21°36' E
⑧	PI 197+96	
		N29°06' E
⑨	PC 199+11 PT 200+50.6	

PROPERTY OF
NORTHERN PACIFIC RAILWAY CO.

CORNER FOUND BY
TWO WITNESS
TREES
CORNER TIE TO
P' STA. 197+98.7
S09°25'43" E
660.99'

POT 184+00
TIES TO RW PLAT
SUBMITTED 10-22-62

SURVEYED BY: M. LINDH DATE: 9-65
METHOD: TRANSIT & CHAIN
DRAWN BY: SHARON GREEN DATE: 10-65
TOTAL ACREAGE OF ROAD R/W=1.71 ACRES MORE OR LESS

APPROVED BY: *David W. Laff* DATE: 11/1/65
FOREST ENGINEER