

EASEMENT

THIS EASEMENT, dated this 23 day of June, 1967, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called "Grantor," to Northern Pacific Railway Company a corporation of the State of Wisconsin, hereinafter called "Grantee,"

## WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Skamania, State of Washington and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the sum of one dollar (\$1.00) and the grant of reciprocal rights-of-way received by Grantor, does hereby grant to Grantee, its successors and assigns, and to successors in interest to any lands now owned or hereafter acquired by Grantee (hereinafter collectively referred to as "Grantee"), 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 lands in the County of Skamania, State of Washington, as described on Exhibit A attached hereto.

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 shown approximately on Exhibit A attached hereto.

Said "premises" shall be 33 feet in width 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 land described herein is not traversed

Certified correct as to consideration  
description and conditions.

5-10-67

*Thomas F. Hall*

by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest:

- 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 resources, now or hereafter owned or controlled, subject to such traffic-control regulations and rules as Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted: Provided, however, That any timber or other materials hauled by the Grantee from lands now owned by third parties in the agreement area as shown on Exhibit B attached hereto shall be treated as though hauled by someone else. Grantee shall have the right to construct, reconstruct, and maintain roads within the premises.

Grantee's right to use the road shall include, but shall not be limited to, use for the purpose of operating and moving specialized logging vehicles and other equipment subject to the following limitations:

Grantee's use is 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 cleared equipment shall not be used on paved roads.

- B. Grantee shall comply with all applicable State and Federal laws, Executive Orders, and Federal rules and regulations, except that no present or future administrative rules or regulations shall reduce the rights herein expressly granted.
- C. Grantee shall have the right to charge and to enforce collections from purchasers of timber or other materials when removed from Grantor's lands over the road at such rate per unit of material hauled, or at such higher rate as may be approved by the Regional Forester, as set forth in Lewis River Road Right-of-Way Construction and Use Agreement dated July 15, 1963, until such time as the amounts paid by such means or by credits received from Grantor shall total the amount set forth in said agreement. Timber or other materials hauled by Grantee from lands of the Grantor shall be regarded as though hauled by someone else.

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

- F. Grantee shall have 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 hereinabove stated as payable to Grantee 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.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

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 Grantor may reasonably impose upon or require of other users of the road without reducing the rights herein granted to Grantee: Provided, That all use by the public for purposes of access to or from Grantor's lands shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.

2. The right alone to 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 Grantee or its successors: Provided, That such additional use also shall be controlled by Grantor so as not unreasonably to interfere with use of the road by Grantee or to cause the Grantee to bear a share of the cost of maintenance greater than Grantee's use bears to all use of the road.
3. 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 unreasonably interfere with use of the road.
4. The right to all timber now or hereafter growing on the premises, subject to Grantee's right to cut such timber as hereinbefore provided.

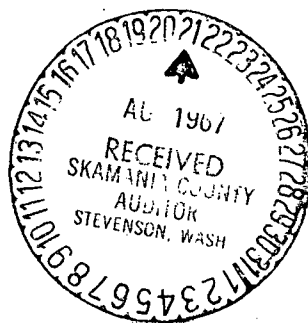
Provided that so long as the Lewis River Road Right-of-Way Construction and Use Agreement dated 7/15/63 remains in full force and effect, the terms and conditions thereof shall govern all aspects of use of the premises, including, but not limited to construction, reconstruction, and maintenance of the road and the allocation and payment of costs thereof.

The Chief, Forest Service may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law; provided the easement, or segment thereof, shall not be terminated for nonuse so long as the road, or segment thereof, is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement (pursuant to the act above-mentioned, the Delegation of Authority and Assignment of Functions by the Secretary of Agriculture dated December 24, 1953, 19 Fed. Reg. 74, the Delegation of Authority by the Chief, Forest Service, dated September 30, 1963, 28 Fed. Reg. 10828, and the Delegation of Authority by the Deputy Chief, Forest Service, dated April 16, 1965, 30 Fed. Reg. 5647, the provisions of which have been complied with), on the day and year first above-written.

UNITED STATES OF AMERICA

By Douglas R. Leisy  
Acting Regional Forester  
Forest Service  
Department of Agriculture

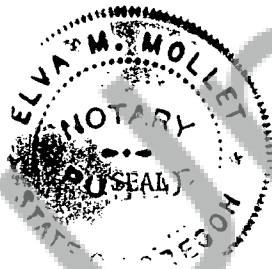


ACKNOWLEDGMENT

STATE OF OREGON     )  
                               )  
 COUNTY OF MULTNOMAH )

On this day personally appeared the above-named Douglas R. Lewis to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23  
 day of June, 19 67.



Elva M. Mollet  
 Notary Public in and for the  
 State of Oregon  
 My Commission Expires Oct. 20, 1970



# RIGHT OF WAY PLAT

## GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 6 E., W.M.

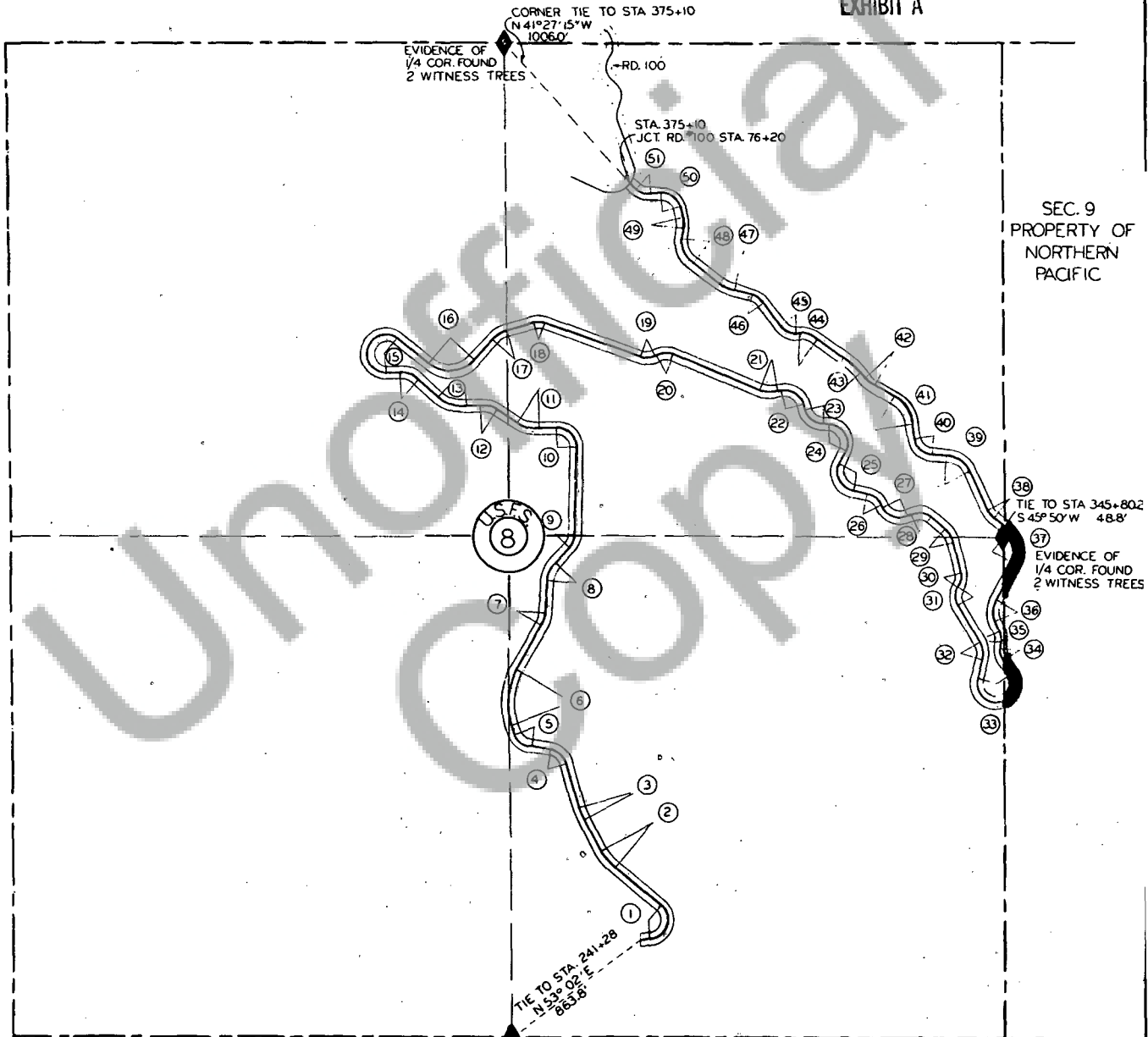
SKAMANIA COUNTY

WASHINGTON

SCALE:

MUDDY RIVER ROAD  
N 92

EXHIBIT A



SURVEYED BY: C. AULT 7-64

METHOD: COMPASS SURVEY

R/W WIDTH: 66'

DRAWN BY: C. HARMON - S. GREER 9-66

EXHIBIT A

APPROVED BY: *[Signature]* DATE: 9/14/66  
FOREST ENGINEER

. PREMISES



RIGHT OF WAY PLAT

GIFFORD PINCHOT NATIONAL FOREST

**T. 9 N., R. 6 E., W.M.**

SKAMANIA COUNTY

# WASHINGTON

EXHIBIT A

MUDDY RIVER ROAD

N 92

SFC. 8 PROPERTY OF U.S.F.S.

CURVE TABLE

NO.	$\Delta$	RADIUS	TANGENT	LENGTH
1	137° 41'	100	258.4	240.3
2	22° 37'	300	60.0	118.4
3	12° 01'	300	31.6	62.9
4	67° 46'	100	67.2	118.3
5	63° 42'	100	62.1	111.2
6	50° 58'	350	144.8	311.3
7	27° 05'	150	36.1	70.9
8	40° 05'	150	54.7	106.9
9	42° 39'	100	39.0	74.5
10	92° 12'	100	103.9	160.9
11	34° 00'	200	61.1	118.7
12	35° 54'	150	48.6	94.0
13	45° 48'	200	84.5	159.9
14	46° 57'	125	54.3	159.9
15	227° 47'	100	c	355.9
16	88° 09'	175	165.9	263.2
17	35° 06'	150	46.9	91.9
18	33° 20'	100	29.9	58.2
19	47° 55'	100	44.4	83.6
20	51° 09'	100	47.9	89.3
21	32° 31'	200	58.3	118.4
22	83° 45'	100	89.6	146.2
23	71° 53'	100	72.5	125.4
24	114° 11'	100	154.5	199.3
25	106° 43'	100	134.5	186.3
26	54° 53'	100	51.9	95.7
27	88° 02'	100	96.6	153.6
28	63° 12'	100	61.6	110.4
29	36° 42'	100	41.5	80.1
30	45° 35'	100	42.0	79.6
31	60° 10'	100	52.9	105.0
32	46° 15'	125	53.4	100.9
33	229° 15'	100	c	400.1
34	37° 45'	100	34.2	65.9
35	26° 30'	125	29.4	57.8
36	53° 45'	125	63.4	117.3
37	77° 15'	150	119.3	282.3
38	20° 00'	200	35.3	69.8
39	59° 00'	150	84.9	154.4
40	78° 30'	100	81.7	132.0
41	51° 30'	200	96.5	173.8
42	18° 15'	200	32.1	63.7
43	17° 15'	400	60.7	120.4
44	28° 15'	200	50.3	98.6
45	47° 45'	100	44.3	83.3
46	38° 00'	100	34.4	66.3
47	25° 00'	200	44.3	87.3
48	54° 45'	150	77.7	143.3
49	16° 45'	200	29.4	58.5
50	77° 30'	100	80.3	135.3
51	47° 00'	100	43.5	82.0

### TRAVERSE TABLE

NO.	STATION	BEARING	NO.	STATION	BEARING	NO.	STATION	BEARING
		N 84° 58' E			N 75° 37' E			N 03° 00' E
(1)	PC 241+80.0 PT 244+20.3		(18)	PC 297+17.0 PT 297+75.2		(35)	PC 339+38.0 PT 339+95.8	
		N 50° 43' W			S 71° 03' E			N 23° 30' W
(2)	PC 247+34.0 PT 248+52.4		(19)	PC 303+18.0 PT 304+01.6		(36)	PC 340+52.0 PT 341+69.3	
		N 28° 06' W			N 61° 02' E			N 30° 15' E
(3)	PC 250+43.0 PT 251+05.9		(20)	PC 304+04.0 PT 304+53.3		(37)	PC 343+78.0 PT 345+80.2	
		N 16° 05' W			S 67° 49' E			N 47° 00' W
(4)	PC 253+54.0 PT 253+72.3		(21)	PC 309+77.5 PT 310+90.9		(38)	PC 346+80.0 PT 347+49.8	
		N 83° 51' W			N 79° 40' E			N 27° 00' W
(5)	PC 255+77.0 PT 256+88.2		(22)	PC 311+03.0 PT 312+43.2		(39)	PC 349+66.0 PT 351+22.0	
		N 20° 09' W			S 16° 35' E			N 86° 00' W
(6)	PC 257+43.0 PT 260+54.3		(23)	PC 312+83.5 PT 314+08.9		(40)	PC 351+96.0 PT 353+33.0	
		N 30° 49' E			S 88° 28' E			N 07° 30' W
(7)	PC 263+23.0 PT 263+93.0		(24)	PC 314+43.0 PT 316+42.2		(41)	PC 354+12.0 PT 355+91.8	
		N 03° 44' E			S 25° 43' W			N 59° 00' W
(8)	PC 265+65.0 PT 266+71.9		(25)	PC 317+22.0 PT 319+08.3		(42)	PC 357+07.0 PT 357+70.7	
		N 43° 49' E			S 81° 00' E			N 40° 45' W
(9)	PC 267+81.0 PT 268+33.5		(26)	PC 319+83.9 PT 320+73.6		(43)	PC 358+08.0 PT 359+28.4	
		N 01° 03' E			S 26° 07' E			N 58° 00' W
(10)	PC 273+16.0 PT 274+76.9		(27)	PC 320+98.0 PT 322+51.6		(44)	PC 360+97.0 PT 361+95.6	
		S 88° 57' W			N 65° 51' E			N 86° 15' W
(11)	PC 275+28.0 PT 276+96.7		(28)	PC 322+73.0 PT 323+83.4		(45)	PC 362+09.0 PT 362+92.3	
		N 57° 04' W			S 50° 57' E			N 38° 30' W
(12)	PC 278+18.0 PT 279+12.0		(29)	PC 324+91.0 PT 325+71.1		(46)	PC 364+59.0 PT 365+25.3	
		S 87° 02' W			S 14° 15' E			N 76° 30' W
(13)	PC 279+90.0 PT 281+49.9		(30)	PC 327+24.0 PRC 322+03.6		(47)	PC 366+23.0 PT 367+10.3	
		N 47° 10' W			—			N 51° 30' W
(14)	PC 282+96.0 PT 283+98.4		(31)	PRC 322+03.6 PT 329+08.6		(48)	PC 368+91.0 PT 370+34.3	
		S 85° 53' W			S 28° 30' E			N 03° 15' E
(15)	PC 284+65.0 PT 288+53.7		(32)	PC 331+27.5 PT 332+28.4		(49)	PC 370+91.0 PT 371+49.5	
		S 51° 20' E			S 31° 45' E			N 13° 30' W
(16)	PC 290+63.0 PT 293+32.2		(33)	PC 333+38.0 PT 337+38.1		(50)	PC 371+58.0 PT 373+34.1	
		N 40° 31' E			N 34° 45' W			S 89° 00' W
(17)	PC 294+78.0 PT 295+69.9		(34)	PC 338+13.0 PT 338+79.9		(51)	PC 373+89.3 PT 375+71.3	

N 44°00'W

# RIGHT OF WAY PLAT BOOK 58 PAGE 2

## GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SPIRIT LAKE - IRON CREEK

ROAD NO. 100

SCALE: 0 200 400 600 800 FEET

SECTION COR FOUND  
3" x 3" WOOD POST.CORNER TIE TO  
STA. 163+78.9  
S 05° 34' E, 792.6'PROPERTY OF  
U.S.F.S.PROPERTY OF  
NORTHERN PACIFIC  
RAILWAY CO.CORNER TIE TO STA 84+117.5  
N 81° 25' E 522.9'EVIDENCE OF  
1/4 COR. FOUND  
2 WITNESS TREESSEC. 8  
PROPERTY OF  
U.S.F.S.

PT 74 +35.97

SURVEYED BY: TOOTHMAN - CHRONIC & ASSOCIATES  
CONSULTING ENGINEERS - BOISE, IDAHO  
METHOD: COMPASS SURVEY  
R/W WIDTH: 66'  
DRAWN BY: C. HARMON - S. GREER

APPROVED BY *[Signature]*  
FOREST ENGINEER

DATE 7/24/66

EXHIBIT A

22 PREMISES



# RIGHT OF WAY PLAT BOOK 58 PAGE 3

## GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 6 E., W.M. SEC. 5

SKAMANIA COUNTY

WASHINGTON

SPIRIT LAKE - IRON CREEK  
ROAD NO. 100

CURVE TABLE

NO	Δ	RADIUS	TANGENT	LENGTH
①	132° 20'	125	273.70	288.70
②	42° 36'	100	38.93	74.28
③	74° 10'	100	75.58	129.45
④	86° 44'	100	94.46	151.38
⑤	86° 08'	100	93.47	150.33
⑥	37° 30'	100	33.95	65.45
⑦	23° 25'	100	20.72	40.87
⑧	127° 13'	100	201.32	222.03
⑨	55° 00'	100	52.06	95.99
⑩	79° 07'	100	82.60	138.08
⑪	19° 15'	150	25.44	50.40
⑫	32° 52'	120	35.39	68.84
⑬	31° 41'	120	34.05	66.36
⑭	31° 41'	250	70.94	138.24
⑮	42° 05'	120	46.16	88.14
⑯	117° 47'	100	165.72	205.57
⑰	51° 57'	400	194.88	362.68
⑱	72° 15'	150	109.48	189.15
⑲	79° 04'	180	148.36	248.40
⑳	14° 56'	400	52.42	104.25
㉑	74° 02'	100	75.40	129.21
㉒	58° 02'	120	66.36	121.54
㉓	43° 00'	200	78.78	150.10
㉔	124° 30'	100	190.07	217.29
㉕	65° 00'	120	76.45	136.14
㉖	82° 30'	100	87.70	143.99
㉗	88° 00'	100	96.37	153.59
㉘	36° 00'	250	81.23	157.08
㉙	25° 16'	300	62.24	132.30
㉚	38° 46'	300	105.55	202.98
㉛	76° 44'	100	79.16	133.92
㉜	26° 24'	400	93.82	184.31
㉝	25° 47'	250	57.22	112.50
㉞	43° 13'	120	47.53	90.51
㉟	31° 46'	120	34.15	66.53
㊱	51° 56'	140	68.18	126.50
㊲	22° 30'	500	100.97	193.26
㊳	23° 14'	250	51.34	101.37
㊴	45° 30'	150	62.90	119.12
㊵	99° 00'	150	175.63	233.18
㊶	16° 00'	600	84.32	167.55
㊷	57° 59'	200	110.82	202.40

TRAVERSE TABLE

NO	STATION	BEARING	NO	STATION	BEARING	NO	STATION	BEARING
		S 68° 00' E	⑭	PC 96+21.13		⑳	PCC 125+01.68	
①	PC 74+99.33			PT 96+33.37	N 30° 30' W		PT 126+38.76	N 48° 30' E
	PT 77+80.03							
		N 20° 20' W	⑮	PC 97+61.47		㉑	PC 128+01.47	
②	PC 79+87.50			PRC 98+50.61			PRC 129+33.77	
	PT 80+61.78				N 72° 35' W			N 23° 14' E
		N 22° 16' E	⑯	PRC 98+50.61		㉒	PRC 129+33.77	
	EQ 80+79 BK+			PRC 100+55.18			PT 131+36.75	
	80+60 AHD				N 45° 12' E			N 62° 00' E
③	PC 80+60.39		⑰	PRC 100+55.18		㉓	PC 131+79.81	
	PRC 81+83.84			PRC 104+17.86			PRC 133+13.73	
		N 51° 54' W			N 06° 45' W			N 14° 44' W
④	PRC 81+83.84		⑱	PRC 104+17.86		㉔	PRC 133+13.73	
	PRC 83+41.22			PT 106+07.01			PT 134+98.04	
		N 34° 50' E			N 65° 30' E			N 11° 40' E
⑤	PRC 83+41.22		㉑	PC 106+41.43		㉕	PC 137+12.75	
	PRC 84+91.53			PT 108+89.83			PT 138+25.25	
		N 51° 18' W			N 13° 34' W			N 37° 27' E
⑥	PRC 84+91.53		㉒	PC 110+08.16		㉖	PC 138+75.98	
	PRC 85+57.00			PT 111+12.41			PRC 139+66.49	
		N 13° 48' W			N 28° 30' W			N 05° 46' W
⑦	PRC 85+57.00		㉓	PC 111+36.67		㉗	PRC 139+66.49	
	PT 85+97.82			PRC 112+65.88			PT 140+33.02	
		N 37° 13' W			N 45° 32' E			N 26° 00' E
⑧	PC 87+10.13		㉔	PRC 112+65.88		㉘	PC 140+80.10	
	PRC 89+32.16			PT 113+87.42			PT 142+07.00	
		EAST			N 12° 30' W			N 25° 56' W
⑨	PRC 89+32.16		㉕	PC 114+78.62		㉙	PC 143+06.92	
	PT 90+28.16			PT 116+28.72			PT 145+06.18	
		N 35° 00' E			N 30° 30' E			N 48° 46' W
⑩	PC 90+66.47		㉖	PC 117+02.39		㉚	PC 145+06.10	
	PT 92+04.55			PT 119+19.68			PT 146+75.47	
		N 44° 07' W			S 25° 00' E			N 72° 00' W
⑪	PC 93+35.53		㉗	PC 119+73.09		㉛	PC 146+75.98	
	PRC 93+86.93			PT 121+03.23			PT 147+95.10	
		N 63° 22' W			EAST			N 26° 30' W
⑫	PRC 93+86.93		㉘	PC 121+84.87		㉜	PC 148+48.59	
	PRC 94+54.77			PT 123+78.86			PT 151+07.77	
		N 30° 30' W			S 07° 30' E			N 72° 30' E
⑬	PRC 94+54.77		㉙	PC 123+78.86		㉞	PC 153+23.09	
	PRC 95+21.13			PCC 125+01.68			PT 154+90.64	
		N 62° 11' W			N 84° 30' E			N 88° 30' E
						㉟	PC 161+76.49	
							PRC 163+78.89	
								S 33° 31' E

EXHIBIT A

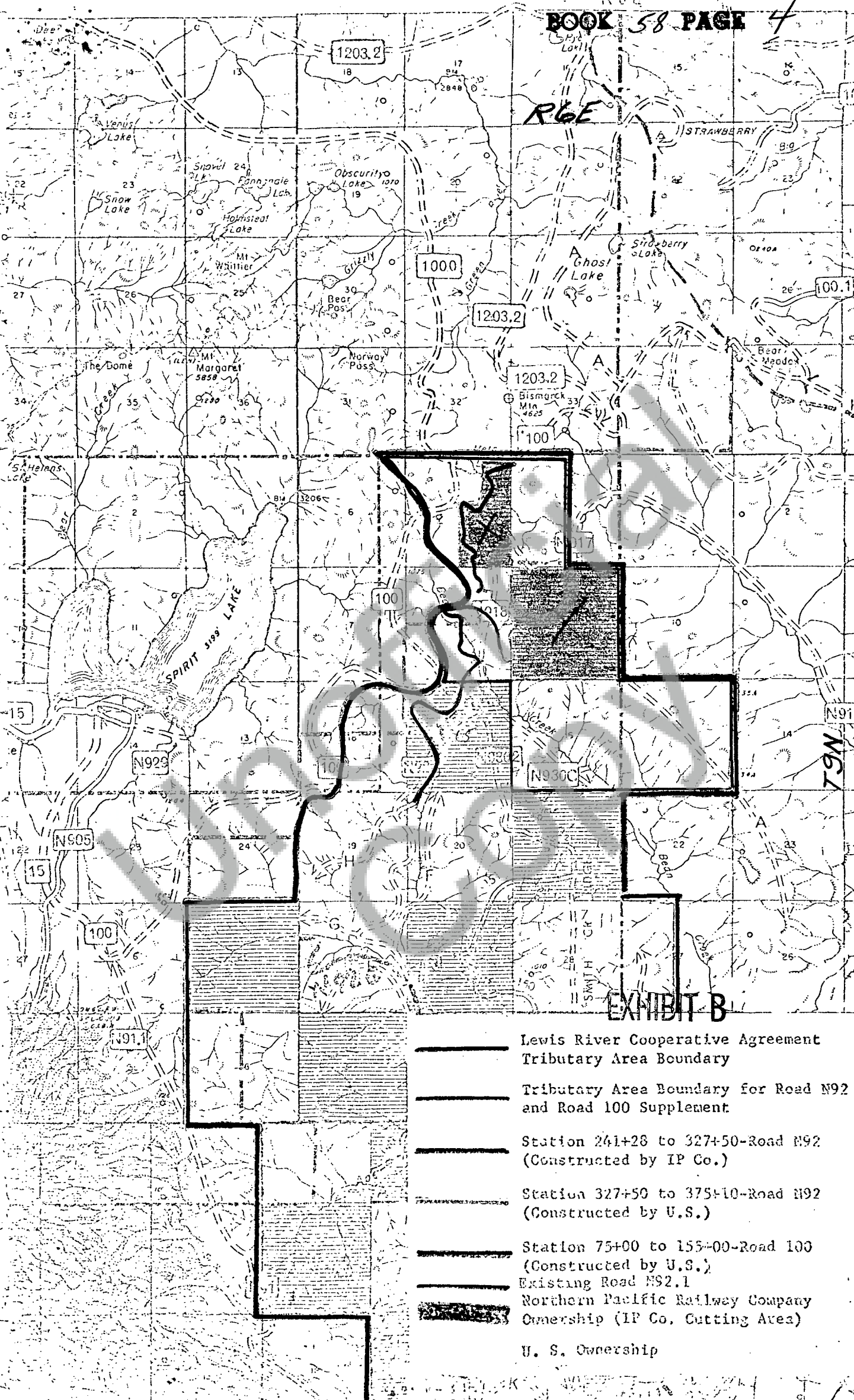



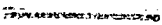






EXHIBIT B

-  Lewis River Cooperative Agreement Tributary Area Boundary
-  Tributary Area Boundary for Road N92 and Road 100 Supplement
-  Station 241+28 to 327+50-Road N92 (Constructed by IP Co.)
-  Station 327+50 to 375+10-Road N92 (Constructed by U.S.)
-  Station 75+00 to 155+00-Road 100 (Constructed by U.S.)
-  Existing Road N92.1
-  Northern Pacific Railway Company Ownership (IP Co. Cutting Area)
-  U. S. Ownership