

T. & M. Contract
No. 5100

Easement Deed
No. 26625-W

EASEMENT

THIS EASEMENT, dated this 3^d day of January, 1967, from Northern Pacific Railway Company, a corporation of the State of Wisconsin, and International Paper Company, a corporation of the State of New York, hereinafter called "Grantor," to the United States of America, hereinafter called "Grantee,"

WITNESSETH:

HJB Grantor, for and in consideration of one dollar, (\$1.00) and the grant of reciprocal rights-of-way 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 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 on each side of the centerline with such additional width as required for accomodation 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 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 B 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:

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 Lewis River Road Right-of-Way Construction and Use Agreement dated July 15, 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 seals to be hereunto affixed on the day and year first above-written.

Attest:

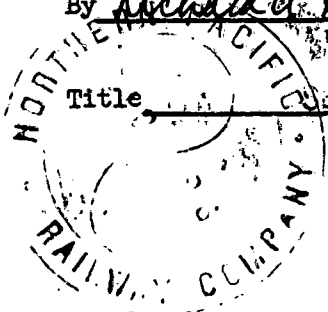
NORTHERN PACIFIC RAILWAY COMPANY

By Richard A. Benke

By E. J. Sandoz

Title SECRETARY

Title VICE PRESIDENT



INTERNATIONAL PAPER COMPANY

By A. J. Sandoz

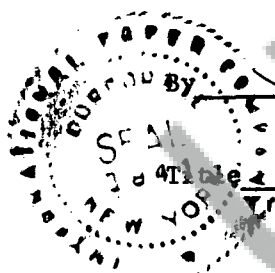
Title Manager of Woodlands
Long-Bell Division

Handwritten notes:
AMP
dms
JWB
JWB

Attest:

By F. L. Patrick

Title Assistant Secretary

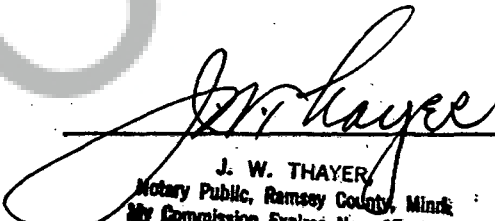


STATE OF MINNESOTA)
 : ss
 COUNTY OF RAMSEY)

On this 6th day of February, A. D. 1967,
 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 in-
 strument, 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.

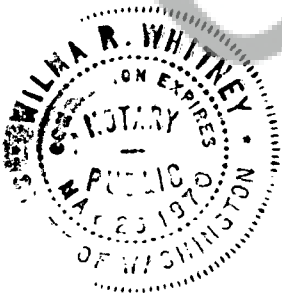



 J. W. THAYER
 Notary Public, Ramsey County, Minn.
 My Commission Expires Nov. 17, 1971

STATE OF WASHINGTON)
 : ss
 COUNTY OF COWLITZ)

On this 3^d day of January, A. D. 1967,
 before me personally appeared A. J. Sandoz, to me known to be the
 Manager of Woodlands, Long-Bell Division of the International Paper
 Company, the corporation which executed the within and foregoing in-
 strument, 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.



Melma R. Whitney
 Notary Public in and for the State
 of Washington, residing at Longview

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

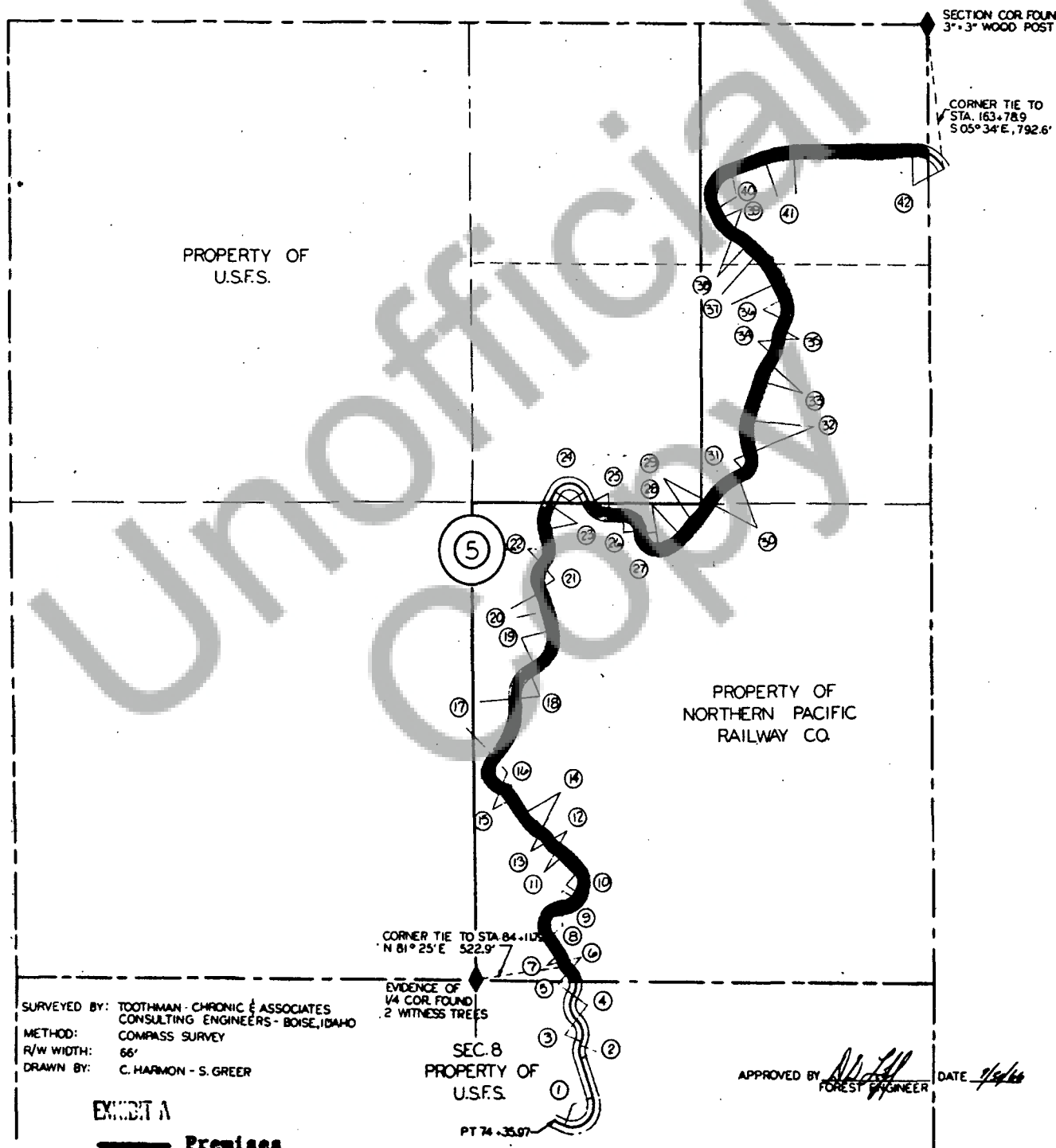
T. 9 N., R. 6 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SPIRIT LAKE - IRON CREEK
ROAD NO. 100

SCALE: 0 200 400 600 800 FEET



RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

T. 9 N., R. 6 E., WM. 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	129.43
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	201.52	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° 51'	400	194.88	362.68
18	72° 15'	150	109.48	189.15
19	79° 04'	180	148.56	248.40
20	14° 56'	400	52.42	104.25
21	74° 02'	100	75.40	129.21
22	58° 02'	120	66.56	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	96.57	153.59
28	32° 00'	250	81.23	157.08
29	25° 16'	300	67.24	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° 50'	500	100.97	199.26
38	23° 14'	250	51.34	101.37
39	45° 30'	150	62.90	119.12
40	99° 00'	150	175.63	259.18
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 95+21.13		(28)	PCC 125+01.68	
(1)	PC 74+99.33			PT 96+59.37			PT 126+58.76	
	PT 77+80.03	N 20° 20' W			N 30° 30' W			N 48° 30' E
(2)	PC 79+87.50		(15)	PC 97+41.47		(29)	PC 128+01.47	
	PT 80+61.78			PC 98+50.61			PC 129+33.77	
		N 22° 16' E			N 72° 35' W			N 23° 14' E
	EQ 80+79 BK+		(16)	PC 98+50.61		(30)	PC 129+33.77	
	80+60 AHD			PC 100+55.18			PT 131+34.75	
(3)	PC 80+60.39				N 45° 12' E			N 62° 00' E
	PC 81+89.84		(17)	PC 100+55.18		(31)	PC 131+79.81	
		N 51° 54' W		PC 104+17.86			PC 133+13.73	
(4)	PC 81+89.84				N 06° 45' W			N 14° 44' W
	PC 83+41.22		(18)	PC 104+17.86		(32)	PC 133+13.73	
		N 34° 50' E		PT 106+07.01			PT 134+98.04	
(5)	PC 83+41.22				N 65° 30' E			N 11° 40' E
	PC 84+91.53		(19)	PC 106+41.43		(33)	PC 137+12.75	
		N 51° 18' W		PT 108+89.83			PT 138+25.25	
(6)	PC 84+91.53				N 13° 34' W			N 37° 27' E
	PC 85+57.00		(20)	PC 110+08.16		(34)	PC 138+75.98	
		N 13° 48' W		PT 111+12.41			PC 139+66.49	
(7)	PC 85+57.00				N 28° 30' W			N 05° 46' W
	PT 85+97.82		(21)	PC 111+36.67		(35)	PC 139+66.49	
		N 37° 13' W		PC 112+65.88			PT 140+33.02	
(8)	PC 87+10.13				N 45° 32' E			N 26° 00' E
	PC 89+32.16		(22)	PC 112+65.88		(36)	PC 140+80.10	
		EAST		PT 113+87.42			PT 142+07.00	
(9)	PC 89+32.16				N 12° 30' W			N 25° 56' W
	PT 90+28.16		(23)	PC 114+78.62		(37)	PC 143+06.92	
		N 35° 00' E		PT 116+28.72			PT 145+06.18	
(10)	PC 90+66.47				N 30° 30' E			N 48° 46' W
	PT 92+04.55		(24)	PC 117+02.39		(38)	PC 145+06.10	
		N 44° 07' W		PT 119+19.68			PT 146+75.47	
(11)	PC 93+35.53				S 25° 00' E			N 72° 00' W
	PC 93+86.93		(25)	PC 119+73.09		(39)	PC 146+75.98	
		N 63° 22' W		PT 121+03.23			PT 147+95.10	
(12)	PC 93+86.93				EAST			N 26° 30' W
	PC 94+54.77		(26)	PC 121+84.87		(40)	PC 148+48.59	
		N 30° 30' W		PT 123+78.86			PT 151+07.77	
(13)	PC 94+54.77				S 07° 30' E			N 72° 30' E
	PC 95+21.13		(27)	PC 123+47.91		(41)	PC 153+23.09	
		N 62° 11' W		PCC 125+01.68			PT 154+90.64	
					N 84° 30' E			N 88° 30' E
						(42)	PC 161+76.49	
							PCC 163+78.89	
								S 33° 31' E

EXHIBIT A

RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

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

SKAMANIA COUNTY

WASHINGTON

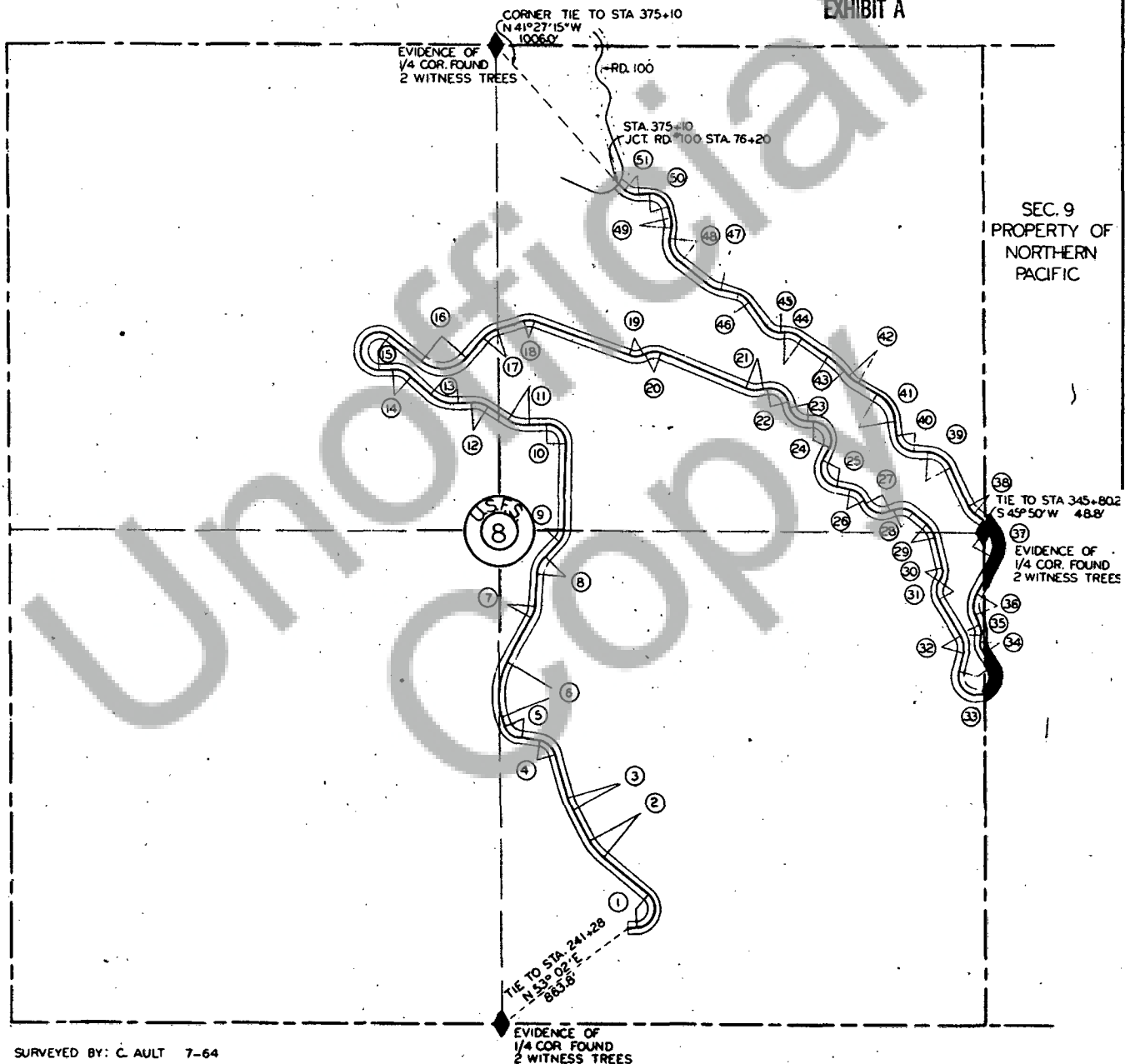
SCALE:



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

PREMISES

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

FOREST ENGINEER

RIGHT OF WAY PLAT

EXHIBIT A

MUDDY RIVER ROAD

N 92

SEC. 8. PROPERTY OF U.S.F.S.

TRAVERSE TABLE

TRAVERSE TABLE								
NO.	STATION	BEARING		STATION	BEARING		STATION	BEARING
		N 86° 58' E			N 75° 37' E			N 03° 00' E
(1)	PC 241+80.0 PT 244+20.9		(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+49.3	
		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+93.3		(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 89° 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+08.9		(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+53.3		(26)	PC 319+83.9 PT 320+29.6		(43)	PC 358+08.0 PT 359+28.4	
		N 01° 09' 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 PT 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)	PC 322+03.6 PT 329+08.6		(48)	PC 368+91.0 PT 370+34.3	
		S 85° 53' W			S 28° 50' E			N 03° 15' E
(15)	PC 284+65.0 PT 288+53.7		(32)	PC 330+40.0 PT 331+27.5		(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+98.0 PT 373+34.1	
		N 40° 31' E			S 14° 30' 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

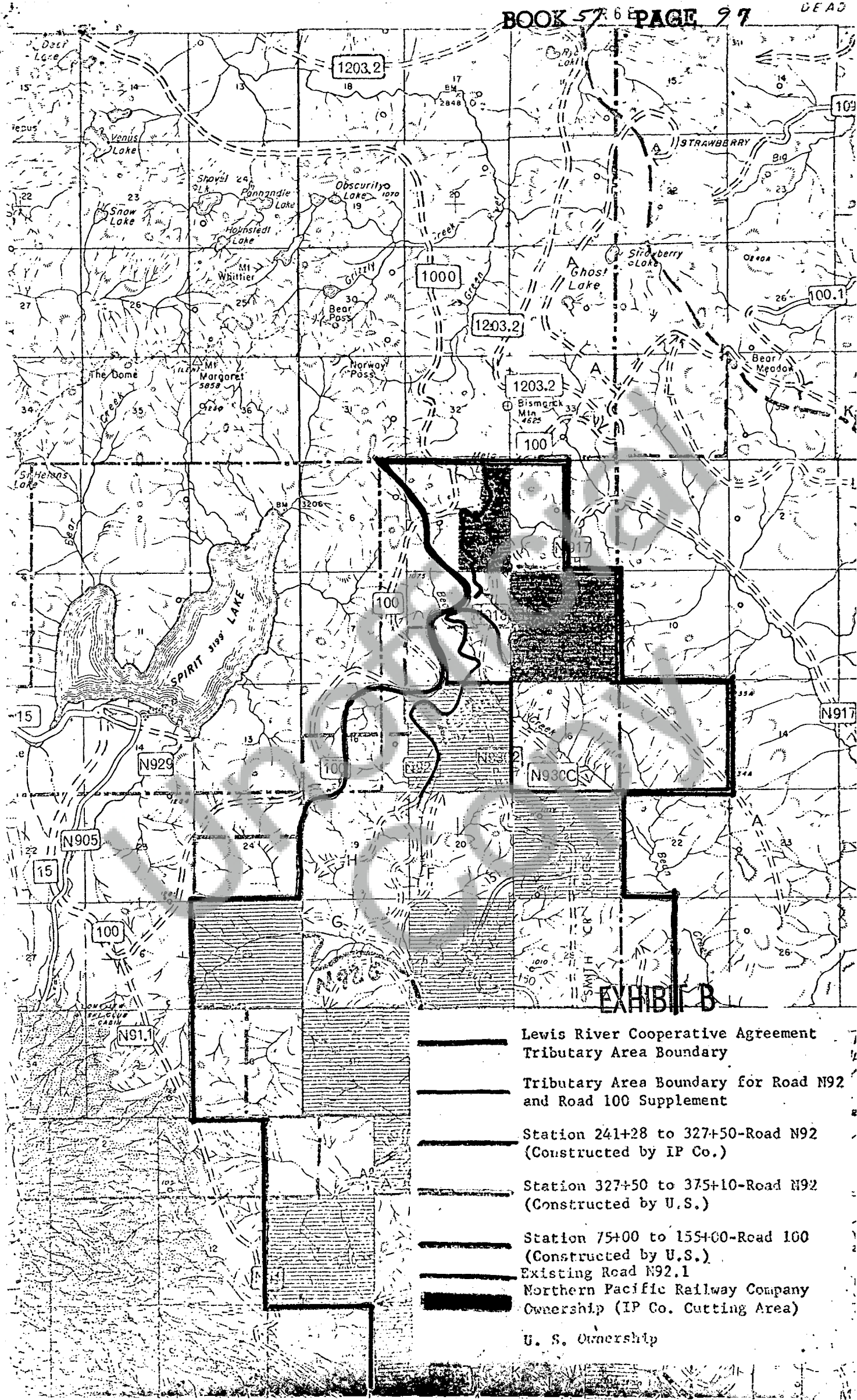










EXHIBIT B

-  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