

T.M. Contract
No. 5100

Easement Deed
No. 26784-W

EASEMENT

R.J.A.
THIS EASEMENT, dated this 1st day of May, 1968, 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:

Grantor, for and in consideration of the grant of reciprocal easements 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:

NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, Township 8 North, Range 6 East, W.M.

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 on Exhibit A attached hereto.

Said "premises" shall be variable 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 land described herein is 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:

- A. Grantee, its permittees, contractors, and assigns 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.

- B. Grantor shall have the right to use for all useful purposes the road(s) to be constructed, subject to traffic control regulations as provided in 36 C.F.R. 212.7(a) (1) and (2), the bearing of road maintenance costs proportionate to use as provided in 36 C.F.R. 212.7(d), and the bearing of the cost of construction proportionate to use as provided in 36 C.F.R. 212.11.

The foregoing notwithstanding, 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 without costs for all purposes deemed necessary or desirable by Grantor in connection with the protection and administration of Grantor's lands or resources, now or hereafter owned or controlled, and for removal of timber cut on the premises in construction of the road, subject to the limitations herein contained.
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 unreasonably interfere 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.

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.

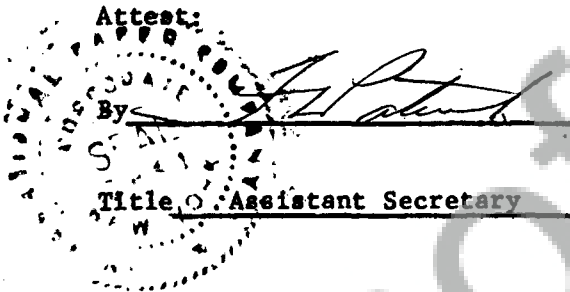
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above-written.



NORTHERN PACIFIC RAILWAY COMPANY

By C. R. Burleigh *CRB*

Title VICE PRESIDENT



INTERNATIONAL PAPER COMPANY

By A. J. Sandoz *Rob.*

Title Manager of Woodlands
Long-Bell Division

STATE OF MINNESOTA)
 :
 COUNTY OF RAMSEY)

On this 12th day of July, 1968, before me
 personally appeared G. R. Binge, 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.



Vincent J. O'Keefe

VINCENT J. O'KEEFE,
 Notary Public, Ramsey County, Minn.
 My Commission Expires June 15, 1975

APPROPRIATE ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) ss.
 County of Cowlitz)

On this 1st day of May, A.D., 1968, before me personally appeared A. J. Sandoz, to me known to be the Manager of Woodlands, Long-Bell Division of International Paper Company, one of the coporations 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.



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



RIGHT OF WAY PLAT GIFFORD PINCHOT NATIONAL FOREST

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

SKAMANIA COUNTY

H00 H00 N 866

WASHINGTON

SCALE: 0 200 400 600 800 FEET



FOUND SEC. CORNER
CONCRETE POST WITH
BRASS CAP

TIE TO SEC. CORNER
N 57° 15' W 1358.4'

CENTERLINE OF EXISTING
ROAD NO. N 92

U.S. GOV'T.

PROPERTY OF
NORTHERN PACIFIC
RAILWAY CO.

U.S. GOV'T.

6.87 ACRES ±

R/W WIDTHS		
STATION	L.	RT.
197+45.6		
201+67.6	33'	60'
205+50.0	33'	33'
208+00.0	100'	33'
227+64.8	33'	33'
233+30.5	60'	60'
233+30.5	33'	33'

TIE TO SEC. CORNER
S 60° 21' W 3041.6'

FOUND SEC. CORNER
IRON PIPE WITH
BRASS CAP

SURVEYED BY: C. HARMON DATE: 8-67
METHOD: COMPASS SURVEY
R/W WIDTHS: AS SHOWN
DRAWN BY: J. DOLE DATE: 1-68

EXHIBIT A

TRAVERSE TABLE

NO.	STATION	BEARING	NO.	STATION	BEARING
300	PT 197+45.6		335	PI 219 +66.3	
		N 18° 06' W			N 20° 48' W
305	PC 198+26.1		340	PI 221 +66.3	
	PT 199+60.5				N 16° 26' W
		N 33° 30' W	345	PI 223 +64.4	
310	PC 201+67.6				N 18° 36' W
	PT 202+98.6		350	PI 225 +64.9	
		N 18° 28' W			N 18° 04' W
315	PC 204+37.6		355	PI 227 +64.8	
	PT 207+52.4				N 11° 46' W
		N 78° 38' W	360	PI 229 +17.0	
320	PC 210+45.5				N 13° 44' W
	PT 211 +15.6		365	PI 230 +51.8	
		N 69° 42' W			N 20° 28' W
325	PC 211 +58.4		370	PC 231 +06.5	
	PT 214 +12.7			PT 231 +57.1	
		N 13° 34' E			N 32° 04' W
330	PC 215 +19.1		375	PC 231 +59.5	
	PT 217 +68.1			PT 233 +30.5	
		N 27° 12' W			N 07° 08' E

CURVE DATA				
NO.	Δ	RADIUS	TANGENT	LENGTH
305	15° 24' L.	500.0	67.6	134.4
310	15° 02' R.	500.0	65.9	131.0
315	60° 10' L.	300.0	173.7	314.8
320	08° 56' R.	450.0	35.1	70.1
325	83° 16' R.	175.0	155.6	254.3
330	46° 40' L.	350.0	130.0	249.0
335	06° 24' R.			
340	04° 22' R.			
345	02° 10' L.			
350	00° 32' R.			
355	06° 18' R.			
360	01° 58' L.			
365	06° 44' L.			
370	11° 36' L.	250.0	25.4	50.6
375	39° 12' R.	250.0	89.0	171.0

APPROVED: *[Signature]* DATE: 1/2/68
FOREST ENGINEER