

enc
T.&M. Contract
No. 5100

Easement Deed
No. 26802

EASEMENT

THIS EASEMENT, dated this 3^d day of September, 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:

E½ NE¼ and NE¼ SE¼ of Section 9, Township 7 North, Range 6 East, Willamette Meridian.

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 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.

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.

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.

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

Lloyd A. Fleming

Title Secretary

By C. R. Binger

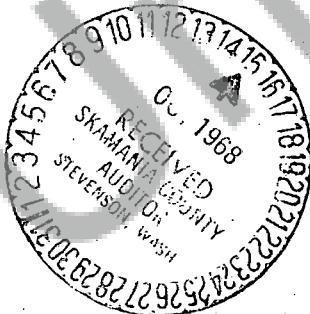
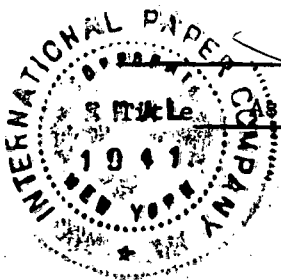
Title VICE PRESIDENT

ATTEST:

INTERNATIONAL PAPER COMPANY

By A. J. Sandoz

Title MANAGER OF WOODLANDS



T. 7 N., R. 6 E., W.M.
SKAMANIA COUNTY
WASHINGTON

PINE CREEK ROAD
N 833D



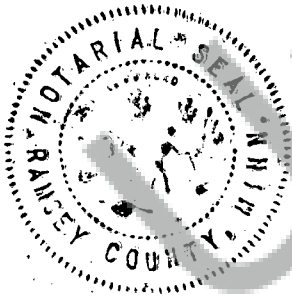
STATE OF MINNESOTA)

COUNTY OF RAMSEY)

On this 18th day of September, 1968, before me
 personally appeared C. R. Binger, 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 corpora-
 tion 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



STATE OF WASHINGTON)
) SS
 COUNTY OF COWLITZ)

On this 8TH day of October, 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 corporations 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.



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

My Commission Expires: 3-26-70

