

73789

EASEMENT

THIS EASEMENT, dated this 14th day of October, 19 70,
from U. S. FLEWOOD-CHAMPION PAPERS INC. 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:

TION, R5E, W.M.

Section 13, Mineral Survey No. 689A

TION, R6E, W.M.

Section 18, Mineral Survey No. 689A

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 road 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.

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.

U.S. PLYWOOD-CHAMPION PAPERS INC.

By W. E. Butler
 Title W. E. BUTLER Vice President
Forest Resources Department

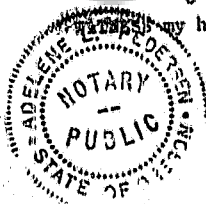
Attest:

By John O'Humpal
 Title Assistant Secretary



State of Oregon }
 County of Multnomah } ss.

On this 14 day of October, 1970, before me the undersigned, a notary public in and for said County and State, personally appeared W. E. Butler and John O. Humpal, known to me to be the Vice President and Assistant Secretary of the U.S. Plywood-Champion Papers, Inc. that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Grantor therein named, and acknowledged to me that such Grantor executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.



Witness my hand and Official Seal,

Adele E. Pedersen
 Notary Public in and for said
 County and State

My commission expires 12/1/70

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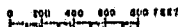
RIGHT OF WAY PLAT
GIFFORD PINCHOT NATIONAL FOREST

SEC. 13., T.10 N., R. 5 E., W.M.

SKAMANIA COUNTY

WASHINGTON

SCALE:



PROJECT NAME, GRUIN TIVER ROAD

PROJECT NUMBER: 121

PROJECT NUMBER: 51
 REVIEWED BY: JAF/CL/20

DATE OF SURVEY: 1962

DATE OF SURVEY: 1907
METHOD OF SURVEY: TRIMMIT & LEVEL - CLASSED 1907
TAX ACRES: 0.3

2000 ACRES, 0.2



**TRUE
NORTH**

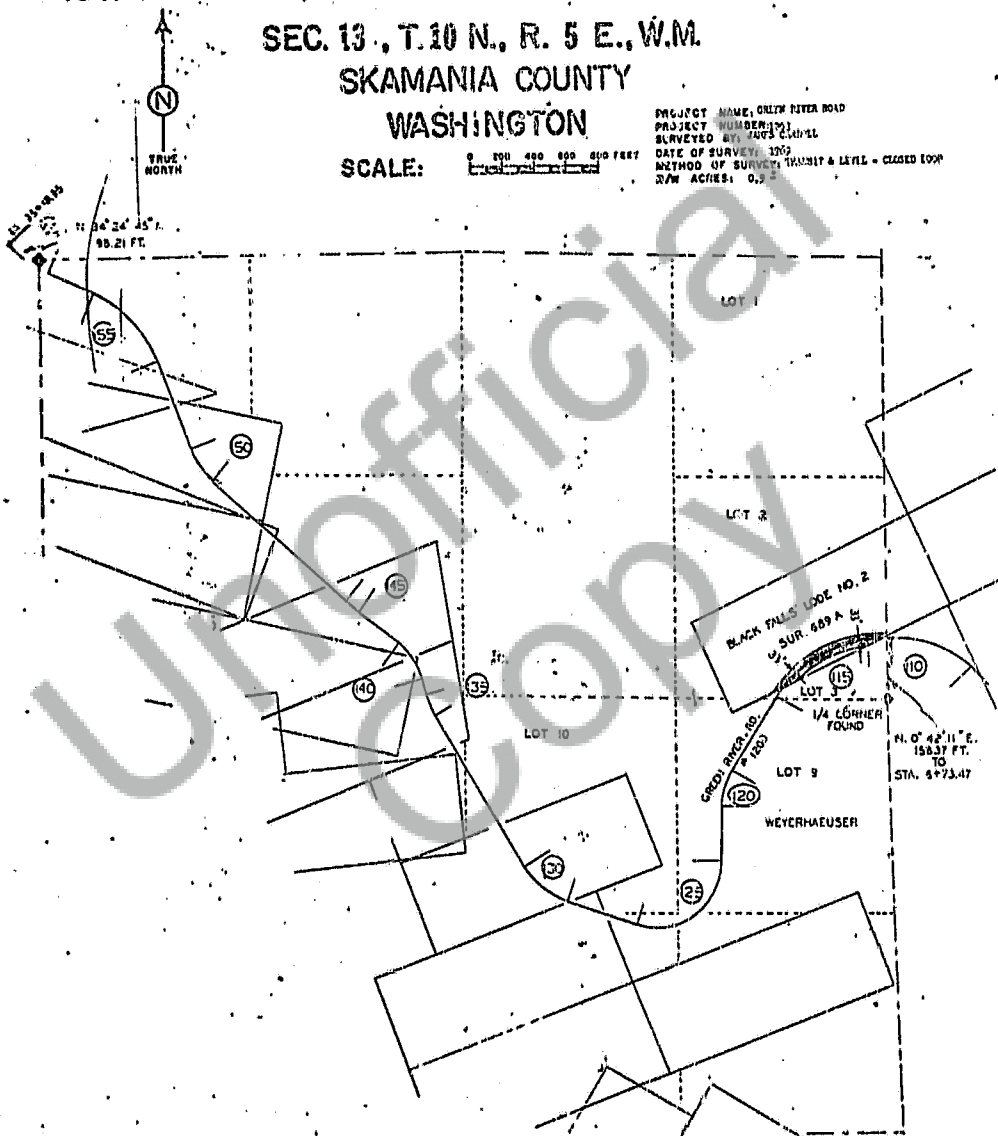


EXHIBIT A
Sheet 2 of 4

APPROVED BY 1/2 DATE 5/22/74

TRAVERSE TABLE		
NO.	STATION	BEARING
2	PC90+58.75	S87° 31' 07"W
	PT95+40.03	
3	PC111+70.00	S75° 29' 12"W
	PT120+25.52	
4	PC123+29.55	N53° 10' 56"W
	PT125+62.03	
5	PC126+15.96	N62° 28' 53"W
	PT128+95.55	BK
	PT03+02.06	AH
6	PC104+43.46	S61° 36' 00"W
	PT12+07.23	
7	PC14+51.43	S28° 51' 01"W
	PT15+49.15	
8	PC17+37.65	S25° 51' 59"E
	PT19+58.43	BK
	PT19+93.62	AH
9	PC20+47.62	S81° 15' 14"E
	PT22+13.94	
10	PC28+82.22	S64° 37' 20"E
	PT31+02.04	
11	PC32+08.35	S86° 36' 14"E
	PT35+79.59	
12	PC38+35.35	N56° 16' 18"E
	PT40+34.67	
13	PC46+89.08	S77° 51' 00"E
	PT49+04.48	
14	PC50+59.13	N63° 22' 42"E
	PT54+19.52	
15	PC59+58.74	S80° 34' 56"E
	PT61+91.03	
16	PC65+48.25	N76° 11' 16"E
	PT68+81.43	
		S17° 11' 09"E

TRAVERSE TABLE		
NO.	STATION	BEARING
105	PC0+28.87	N61° 55' 28"W
	PT11+97.27	
110	PC3+47.47	N41° 42' 58"W
	PT8+73.47	
115	PC10+28.67	S85° 41' 02"W
	PT16+94.05	
120	PC22+19.54	S32° 27' 13"W
	PT24+49.69	
125	PC28+81.10	S00° 13' 55"W
	PT35+51.22	
130	PC41+04.24	N71° 57' 07"W
	PT44+48.22	
135	PC55+23.70	N30° 40' 27"W
	PT56+58.43	
140	PC57+42.62	N14° 30' 24"W
	PT60+18.50	
145	PC63+24.29	N53° 07' 48"W
	PT64+25.85	
150	PC75+29.35	N49° 04' 03"W
	PT77+67.68	
155	PC83+27.31	N20° 28' 05"W
	PT89+09.29	
160	PC92+18.95	N67° 01' 33"W
	PT95+18.95	
		N36° 59' 41"W

GREEN RIVER ROAD - NORWAY ROAD
No. 1203-1000

SURVEYED BY: JAMES CARROLL
DATE OF SURVEY: 1969

METHOD OF SURVEY: TRANSIT & LEVEL -
CLOSED LOOP

CURVE TABLE				
NO.	Δ	RADIUS	TANGENT	LENGTH
2	12° 01' 55"	2291.83'	241.53'	481.28'
3	51° 19' 52"	954.93'	458.87'	235.52'
4	09° 17' 57"	1432.39'	116.50'	232.48'
5	55° 55' 07"	286.48'	152.06'	279.59'
6	32° 44' 59"	286.48'	84.18'	163.75'
7	54° 43' 00"	102.31'	52.94'	97.71'
8	55° 23' 15"	238.73'	125.30'	230.78'
9	16° 37' 54"	572.96'	83.75'	166.32'
10	21° 58' 54"	572.96'	111.28'	219.82'
11	27° 07' 28"	572.96'	138.21'	271.24'
12	35° 52' 42"	318.31'	103.05'	199.32'
13	38° 46' 18"	318.31'	112.01'	215.40'
14	36° 02' 21"	572.96'	186.38'	360.39'
15	23° 13' 48"	572.96'	117.77'	232.30'
16	86° 37' 36"	220.37'	207.76'	333.18'

CURVE TABLE				
NO.	Δ	RADIUS	TANGENT	LENGTH
105	20° 12' 30"	477.46'	85.08'	168.40'
110	52° 35' 60"	572.96'	283.17'	526.00'
115	53° 13' 49"	716.20'	358.88'	665.78'
120	32° 13' 18"	409.26'	118.21'	230.15'
125	107° 48' 58"	409.26'	561.40'	770.12'
130	41° 16' 40"	477.46'	179.84'	343.98'
135	16° 10' 03"	477.46'	67.82'	134.73'
140	38° 37' 24"	409.26'	143.41'	275.88'
145	04° 03' 45"	1432.39'	50.80'	101.56'
150	28° 35' 58"	477.46'	121.70'	238.33'
155	45° 33' 28"	716.20'	308.13'	581.97'
160	30° 01' 52"	572.96'	153.69'	300.31'

PROJECT NAME: GREEN RIVER ROAD - NORWAY ROAD

PROJECT NUMBER: 1203-1000

SURVEYED BY: JAMES CARROLL

DATE OF SURVEY: 1969

METHOD OF SURVEY: TRANSIT & LEVEL - CLOSED LOOP

EXHIBIT "A"

SHEET 4 OF 4